

**NOTICE OF CITY COUNCIL BRIEFING SESSION
MARCH 27, 2012
T.W. "TURK" CANNADY-CEDAR HILL ROOM
285 UPTOWN BLVD. – BLDG. 100
CEDAR HILL, TEXAS**

6:00 P.M.

AGENDA

- I. Call the meeting to order.
- II. City Manager Reports:
 - a. City Council Calendar/Upcoming Events.
 - b. City Operations.
- III. Conduct a briefing session to discuss agenda items for 7:00 p.m. regular meeting.
- IV. Adjourn.

I certify that the above notice of meeting was posted in accordance with the Texas Open Meetings Act on the 23rd day of March 2012.

Lyn Hill
City Secretary

This facility is wheelchair accessible. If you plan to attend this public meeting and you have a disability that requires special arrangements, please call 972-291-5100 Ext. 1011 or (TDD) 1-800-RELAY TX (1-800-735-2989) at least 48 hours in advance. Reasonable accommodations will be made to assist your needs.

**NOTICE OF CITY COUNCIL MEETING
MARCH 27, 2012
T.W. "TURK" CANNADY-CEDAR HILL ROOM
285 UPTOWN BLVD. – BLDG. 100
CEDAR HILL, TEXAS**

7:00 P.M.

VISION STATEMENT: We envision Cedar Hill as a premier city that retains its distinctive character; where families and businesses flourish in a safe and clean environment.

MISSION STATEMENT: The mission of the City of Cedar Hill is to deliver the highest quality municipal services to our citizens and customers consistent with our community values.

AGENDA

- I. Call the meeting to order.
- II. Pledge of Allegiance.
- III. Invocation: Reverend Chris Allen - First United Methodist Church.
- IV. Presentation:
 1. Presentation of Texas USSSA awards honoring Toni Thomas, Athletic Supervisor by Arnie Burke, North Texas USSSA Slow Pitch State Director.
- V. Consent Agenda:

The Consent Agenda includes routine items that may be acted upon with a single vote. Any City Council member may remove items from the Consent Agenda for separate discussion and consideration.

1. Consider approving the minutes of the regular meeting of March 13, 2012.

2. Consider approving the "Certification of Unopposed Candidates" for the May 12, 2012 City of Cedar Hill General Election.
 3. Consider approving the "Order of Cancellation" for the May 12, 2012 City of Cedar Hill General Election.
 4. Consider authorizing the Mayor to execute a Professional Services Agreement with Freese & Nichols, Inc. for Professional Engineering Services associated with the Water and Sanitary Sewer Master Plan.
- VI. Citizens Forum.
- VII. Distinctive Character Lifetime Achievement Award.
1. Presentations to Ms. Peggy Wilson for the Distinctive Character Lifetime Achievement Award:
 - Mayor Rob Franke
 - National Anthem performance by CHISD/ROTC
 - Daughters of American Revolution
 - Visual Artists of Cedar Hill
 - International Museum of Culture
 - Rotary International
 - Dogwood Canyon Audubon Center
 - Cedar Hill Museum of History
 - MD Anderson
 - Mayor Pro Tem Daniel Haydin – University of Texas
 - Cedar Hill Economic Development Corporation
 - Slideshow Presentation
 - Family/Friends presentation
- VIII. Adjourn – Reception for Ms. Peggy Wilson to be held in the foyer outside the T.W. "Turk" Cannady Room immediately following the City Council meeting.

I certify that the above notice of meeting was posted in accordance with the Texas Open Meetings Act on the 23rd day of March 2012.

Lyn Hill
City Secretary

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PREMIER STATEMENTS

**CEDAR HILL HAS DISTINCTIVE CHARACTER
CEDAR HILL HAS EXCELLENT, SAFE & EFFICIENT INFRASTRUCTURE
CEDAR HILL IS SAFE
CEDAR HILL IS CLEAN
CEDAR HILL HAS TEXAS SCHOOLS OF CHOICE
CEDAR HILL HAS VIBRANT PARKS AND NATURAL BEAUTY
CEDAR HILL HAS A STRONG AND DIVERSE ECONOMY**

CITY COUNCIL VALUES

**CITIZEN INPUT AND PARTICIPATION
ACCOUNTABILITY AND RESPONSIVENESS
DIVERSITY AND RESPECT FOR INDIVIDUAL DIFFERENCES
HIGHEST ETHICAL STANDARDS AND INTEGRITY
TEAMWORK AND REGIONAL COOPERATION
EXCELLENCE AND CONTINUOUS IMPROVEMENT**

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the Government Center bulletin board on the ____ day of _____, 2012. By: _____

**BRIEFING MINUTES
CITY COUNCIL MEETING
MARCH 13, 2012**

The City Council of the City of Cedar Hill, Texas, met in briefing session Tuesday, March 13, 2012, 6:00 p.m., T.W. "Turk" Cannady Cedar Hill Room, 285 Uptown Blvd., Bldg. 100, City of Cedar Hill, Texas.

The following members of the City Council were present, to wit: Mayor Rob Franke, Mayor Pro Tem Daniel C. Haydin, Jr., Council Members Cory Spillman, Steve Mason, Chris Parvin, Clifford Shaw and Wallace Swayze.

I. Call the meeting to order.

Mayor Franke called the meeting to order at 6:00 p.m., declaring it an open meeting, that a quorum was present and the meeting notice was duly posted.

II. City Manager Reports:

a. City Council Calendar/Upcoming Events

City Manager Sims reviewed the City Council calendar as follows:

Thursday, March 15 – 11:30 p.m. Monthly BSW Transportation Task force, MCM Grande Hotel Fun Dome, DeSoto

Tuesday, March 20 – 6:00 p.m. – City Council Workshop – 4th Floor Administration Conference Room – to discuss *Impact Fees and Automatic Meter Reader Replacement*

Thursday, March 22 – 11:30 a.m. – Chamber of Commerce Luncheon – Northwood University

The following responded they would attend:

- Mayor Pro Tem Haydin
- Council Member Shaw
- Council Member Mason
- Council Member Swayze

Saturday, March 24 –

Sims stated there were several events this day, but it is also Ms. Peggy Wilson's Birthday.

Other events included:

7:00 a.m. – David Milson Legacy Run – Cedar Hill High School

9:00 a.m. – Household Hazardous Waste – Cedar Hill High School

10:00 a.m. – Opening Day Ceremony for Baseball – Valley Ridge Park

5:00 p.m. – Walk the Lights Art Festival – Historic Downtown

Tuesday, March 27 – 6:00 P.M. - City Council Meeting

Tuesday, April 3 – 6:00 p.m. – Parks Master Plan workshop – 4th floor Administration Conference Room

Friday, April 13 – 6:00 p.m. - Chamber of Commerce Annual Gala & Auction – Hilton Garden Inn – Duncanville

III. Conduct a briefing session to discuss agenda items for 7:00 p.m. regular meeting.

City Manager Sims reviewed the regular meeting agenda. He addressed the following items:

Consent item 2: Consider adoption of Resolution. No. R12-356 supporting the submission of an application for COPS Hiring Program Grant (CHP) from the U.S. Department of Justice, Office of Community Oriented Policing Services.

Sims advised this item contained stipulations on who to hire and expressed his concern over the matching funds.

Police Chief Rhodes explained the application was due the end of the month.

Mayor Franke stated that it would not hurt to go forward as the fund issue could be addressed if the application was actually accepted.

Regular item 1: Consider approving the Preliminary Plat and Plans of Lot 1, block 1, Mt. Lebanon Addition showing one 502.824 acre lot out of Abstract 676, generally located on Texas Plume Road, approximately 135 feet west of Mt. Lebanon Road, requested by Steve Keeton of Keeton Surveying Company on behalf of Dallas Baptist Association, Inc.

Mayor Franke explained this is similar to what the City Council went through with Northwood, and he could understand the applicant asking for relief from some of the requirements due to the large acreage involved.

Mayor Pro Tem Haydin asked questions on the sidewalk issue.

Cedar Hill Planner Don Gore stated since the sidewalks are required by ordinance, the applicant will be seeking variance to that issue.

Remarks: City Manager Sims noted that the March 27 City Council agenda will be kept short at the Mayor's request due to the Distinctive Character Lifetime Achievement Award Presentation to Ms. Peggy Wilson.

IV. Adjourn.

Upon a motion by Mayor Pro Tem Haydin to adjourn the meeting and second by Council Member Spillman, the meeting adjourned by unanimous vote at 6:28 p.m.

Approved: _____
Rob Franke, Mayor

Attest: _____
Lyn Hill, City Secretary

**MINUTES
CITY OF CEDAR HILL
CITY COUNCIL MEETING
MARCH 13, 2012**

The City Council of the City of Cedar Hill, Texas met in regular session Tuesday, March 13, 2012, 7:00 p.m., T.W. "Turk" Cannady - Cedar Hill Room, 285 Uptown Blvd., Cedar Hill, Texas.

Present: Mayor Rob Franke, Mayor Pro Tem Daniel C. Haydin, Jr., Council Members Stephen Mason, Chris Parvin, Cory Spillman, Cliff Shaw and Wallace Swayze.

I. Call the meeting to order.

Mayor Franke called the meeting to order at 7:00 p.m., declaring it an open meeting, that a quorum was present and that the meeting notice was duly posted.

II. Pledge of Allegiance.

Council Member Shaw led the Pledges of Allegiance to both the United States and Texas Flags.

III. Invocation.

Council Member Spillman gave the invocation.

IV. Presentation:

1. Presentation from the Citizens Police Academy Alumni Association (CPAAA) to the Cedar Hill Police Department.

Sergeant Jerry Busby and Police Chief Rhodes joined Mayor Franke at the podium area along with representatives from the Citizens Police Academy Alumni Association.

Bill Pierce, representing the CPAAA, explained the group's mission this year was to collect enough funds to buy an ice machine for the Grady M. Lamb Community and Police Services Building. They accomplished that feat and presented the Police Department with a check in the amount of \$2,000.

Police Chief Rhodes expressed pride in the accomplishments of the group and thanked them on behalf of the Police Department for all their hard work and for the funds they collected to make this purchase.

2. Swearing in of Fire Department personnel.

The City Council assembled at the podium area along with Fire Chief Ballard.

City Secretary Lyn Hill administered the oaths of office to the following:

Rudy Woolridge – firefighter/paramedic
Jason O’Neill – engineer
Cory Landers – captain

Mayor Franke and City Council congratulated the honorees for their accomplishments.

Family members joined the men at the front for the pinning on of the badges.

Mayor Franke thanked Chief Ballard for allowing the City Council to be a part of the ceremony.

V. Consent Agenda:

Mayor Franke read the Consent Agenda as follows. He asked if anyone wanted an item removed for separate consideration. There were no requests.

A motion was made by Council Member Spillman, second by Council Member Parvin to approve the Consent Agenda.

The motion passed by unanimous vote.

1. Consider approving the minutes of the special meeting of November 11-12, 2011 and regular meeting of February 28, 2012.
2. Consider adoption of Resolution No. R12-356 supporting the submission of an application for a COPS Hiring Program Grant (CHP) from the U.S. Department of Justice, Office of Community Oriented Policing Services.
3. Case No. 11-37 – Consider approving in accordance to the Planning & Zoning Commission motion, a Re-Plat of Lot 7R, Weaver Properties Addition being 3.198 acres of land out of Abstract 304, generally located on South Clark Road, approximately 100 feet south of Kenya Street, *requested by Charles Hanger of Hanger Construction on behalf of Metropolitan Missionary Baptist Church.*
4. Case No. 11-39 – Consider approving, in accordance to the Planning & Zoning Commission motion, a Site Plan for a 4,038 sq. ft. non-residential building on Lot 7R Weaver Properties Addition generally located on South Clark Road, approximately 100 feet south of Kenya Street, *requested by Charles Hanger of Hanger Construction on behalf of Metropolitan Missionary Baptist Church.*

5. Consider the acquisition of 2.7 acres of land associated with the Red Oak Creek Trail Project.

VI. Citizens Forum.

No one spoke at the Citizens forum.

VII. Regular Agenda:

1. Case No. 11-34 – Consider approving the Preliminary Plat and Plans of Lot 1, Block 1, Mt. Lebanon Addition showing one 502.824 acre lot out of Abstract 676, generally located on Texas Plume Road, approximately 135 feet west of Mt. Lebanon Road, *requested by Steve Keeton of Keeton Surveying Company on behalf of Dallas Baptist Association, Inc.*

Mayor Franke read the item.

Applicant Roger Jackson, 2740 Alco Avenue, Dallas, Texas, answered questions from the City Council and stated his group agrees with the covenant. He explained they were seeking the three variances as stated.

A motion was made by Council Member Parvin to approve the item to include the covenant as written in the packet with no requirement for the sidewalks.

Council Member Swayze seconded the motion.

The motion carried by unanimous vote.

Mayor Franke took time to thank the applicant for the support they have always afforded the City – especially during the Katrina Hurricane incident.

Jackson thanked staff representatives Rod Tyler, Don Gore, Robert Woodbury, Belinda Huff and Randy Jordan.

Jackson also introduced his staff in attendance.

VIII. Adjourn

Mayor Pro Tem Haydin made a motion to adjourn, seconded by Council Member Swayze. The motion passed and the meeting adjourned at 7: 28 p.m.

Approved _____
Rob Franke, Mayor

ATTEST: _____
Lyn Hill, City Secretary

CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM

Agenda Date: March 27, 2012

Agenda Item Wording: Consider approving the "Certification of Unopposed Candidates" for the May 12, 2012 City of Cedar Hill General Election.

Summary:

To initiate the election cancellation process, the authority responsible for preparing the ballot (City Secretary) must certify the unopposed status to the authority responsible for ordering the election (City Council). The governing body must meet, accept this certification and issue an order declaring the election cancelled. The order of cancellation will be presented in separate action following the acceptance of this certification.

In accordance with the Texas Election Code, the following are required to cancel the election:

- * Each candidate (for full or unexpired terms) is unopposed;
- * The election is one in which a declaration of write-in candidacy is required; and
- * No proposition is on the ballot.

As of the deadline date (Monday, March 5, 2012) for receipt of all applications, both regular and write-in, only two candidates had filed.

Cory Spillman Place 1

Christopher Parvin Place 4

These are the only positions up for election, and there are no propositions on the ballot.

Funding Source: N/A

Recommended Action: Approve the "Certification of Unopposed Candidates."

Department: Administration
Contact / Phone No: Lyn Hill – City Secretary 972.21.5100 ext. 1018

Attachments: Yes If yes, how many pages: 1

**CERTIFICATION OF UNOPPOSED CANDIDATES
CERTIFICACIÓN DE CANDIDATOS ÚNICOS**

To: Mayor Rob Franke
AL: Alcalde Rob Franke

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on MAY 12, 2012.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará cabo el 12 de Mayo de 2012.

List of offices and names of candidates:
Lista de cargos y nombres de los candidatos:

| <u>Office(s) Cargo(s)</u> | <u>Candidate(s) Candidato(s)</u> |
|---------------------------|----------------------------------|
|---------------------------|----------------------------------|

City Council Member Place 1

Cory Spillman

City Council Member Place 4

Christopher Parvin

Signature (*Firma*)

Rob Franke
Printed name (*Nombre en letra de molde*)

(SEAL)

Mayor
Title (*Título*)

Date of signing (*Fecha de firma*)

AW12-1
Prescribed by Secretary of State
Section 2.051-2.053 Texas Election Code
7/07

CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM

Agenda Date: March 27, 2012

Agenda Item Wording: Consider approving the "Order of Cancellation" for the May 12, 2012 City of Cedar Hill General Election.

Summary:

The Texas Election code, Section 2.053, identifies procedures for cancelling an election as follows:

- * Governing body must meet and accept the "**Certification of Unopposed Candidates.**"
- * Governing body issues an order or ordinance declaring the election cancelled and the unopposed candidates elected.
- * The Oath of Office will be taken on or after the date of the election, and the Certificate of Election should be issued after Election Day.

To complete the cancellation process, a copy of the "Order" cancelling the election must be posted on Election Day at each polling place that would have been used in the election.

*Note: According to the U.S. Department of Justice, it is not necessary to preclear the cancellation of an election under Section 5 of the Voting Rights Act if the municipality has previously established the cancellation procedure. Cedar Hill has done so.

The "**Certification of Unopposed Candidates**" was presented prior to this agenda request.

Funding Source: N/A

Recommended Action: Approve the "Order of Cancellation."

| | | |
|----------------------------|----------------------------------|----------------------------------|
| Department: | Administration | |
| Contact / Phone No: | Lyn Hill – City Secretary | 972.291.5100 ext. 1018 |
| Attachments: | Yes | If yes, how many pages: 1 |

**ORDER OF CANCELLATION
DE ORDEN DE CANCELACIÓN**

The City of Cedar Hill hereby cancels the election scheduled to be held on May 12, 2012 in accordance with Section 2.053(a) of the *Texas Election Code*. The following candidates have been certified as unopposed and are hereby elected as follows:

El Ciudad de Cedar Hill por la presente cancela la elección que, de lo contrario, se hubiera celebrado el 12 de Mayo de 2012 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:

| Candidate (Candidato) | Office Sought (Cargo al que presenta candidature) |
|------------------------------|--|
| Cory Spillman | City Council Member Place 1 |
| Christopher Parvin | City Council Member Place 4 |

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

Mayor (Alcalde)

Secretary (Secretario)

Seal (sello)

Date of adoption (Fecha de adopción)

**CITY OF CEDAR HILL
CITY COUNCIL AGENDA ITEM**

Agenda Date: March 27, 2012

Agenda Item Wording: Consider authorizing the Mayor to execute a Professional Services Agreement with Freese & Nichols, Inc. for Professional Engineering Services associated with the Water and Sanitary Sewer Master Plan.

Summary:

The Water and Sanitary Sewer Master Plan needs to be updated every five (5) years along with the Impact Fee Study. The firm of Freese and Nichols has already been retained to do the Impact Fee Study. The goals of this segment of the Master Plan Update are to address non-impact fee related issues. These issues are to evaluate the integrity of the existing water distribution system and the sanitary sewer collection system and to recommend a phased Capital Improvements Plan including a water quality enhancement plan through build-out. The Water and Sanitary Sewer Master plan was last updated in 2007. The recommended improvements will also serve as a basis for the design, construction and financing of facilities required to meet the City of Cedar Hill's water and sanitary sewer service needs as new developments take place. The major elements of the scope of this project are:

- Updating water and sanitary sewer hydraulic models
- Development of system improvements for 5-year, 10-year and build-out conditions
- Hydraulic analysis and evaluation of the water quality for the operation of the water distribution system
- Development of phased Capital Improvements Plan and project prioritization for water quality improvements with cost estimates

Staff has received a proposal from the firm of Freese & Nichols, Inc. to prepare the Water and Sanitary Sewer Master Plan for a fee not to exceed \$36,100.

This agreement has been approved as to form by legal counsel.

Funding Source: Water/Sewer CIP

Recommended Action: Authorize the Mayor to execute the agreement

| | | |
|----------------------------|------------------------|---------------------------|
| Department: | Public Works | |
| Contact / Phone No: | Elias K. Sassoon, P.E. | 972-291-5126 ext. 2810 |
| Attachments: | Yes | If yes, how many pages: 8 |

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF TARRANT §

This AGREEMENT is entered into by the City of Cedar Hill, Texas hereinafter called "OWNER" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; OWNER agrees to pay to FNI compensation. The Project is described as follows: Water and Wastewater Master Plan.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of OWNER which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** OWNER agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO - Compensation which is attached hereto and made a part of this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a not to exceed fee of \$36,100. Details concerning the fee are included in Attachment CO.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the OWNER and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the ____ day of _____, 2012.

ATTEST:

City of Cedar Hill, Texas
(OWNER)

By: _____

Print or Type Name and Title

ATTEST:

Freese and Nichols, Inc.
(FNI)

By: _____

Print or Type Name and Title

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

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

Task A: Water and Wastewater Master Plan

A1. Elevated Tanks Operational Analysis: FNI will perform an operational analysis of the City's elevated storage tanks:

- FNI will coordinate with City water utility staff to install up to eight (8) of FNI's temporary pressure recorders to develop HGL profiles between Meadow Crest and Flameleaf Pump Stations and the Parkerville and Highway 67 Elevated Storage Tanks (EST).
- FNI will review detailed SCADA and operational data including flows, pressures, and tank levels.
- FNI will meet with operations staff and conduct necessary site visits to the elevated storage tanks to investigate the existing piping and valving configurations.
- FNI will perform extended period simulation (EPS) modeling of the Parkerville EST with and without the Highway 67 EST under existing average day and maximum day conditions including fire flow.
- FNI will evaluate the feasibility of bringing the Kingswood EST back on-line and its operational compatibility with the Parkerville and Highway 67 ESTs.
- FNI will perform water age analysis to calculate estimated water age in the elevated storage tanks and provide recommendations for deep cycling or flushing water from tanks to maintain appropriate water age.
- FNI will evaluate and make recommendations for minimum elevated tank operating levels with considerations for maintaining the balance between deep cycling tanks for water quality maintenance while maintaining adequate reserve for fire flow or emergency events.
- Based on field pressure testing, review of operational data and EPS modeling, FNI will develop recommendations to improve the operation and valve/any new line improvements of the Parkerville and Highway 67 ESTs along with planning level cost estimates.

A2. Develop Water and Wastewater CIP Costs Through Buildout: FNI will develop cost estimates for the beyond 10-year water and wastewater system improvements identified as part of the scope of work performed as part of the Water and Wastewater Impact Fee Update contract dated September 13, 2011.

A3. Prepare Draft Water and Wastewater Master Plan Report: FNI will prepare a Draft Water and Wastewater Master Plan Report that summarizes assumptions, methodology, and recommendations from the water quality evaluation and Elevated Tank operational analysis including Kingswood EST. In addition, the report will include the following elements from the scope of work performed as part of the Water and Wastewater Impact Fee Update contract dated September 13, 2011:

- Water and Wastewater Model Updates
- Development of Water and Wastewater Load Projections

- Water and Wastewater System Hydraulic Analysis and CIP Development
 - Midlothian Treated Water Supply Evaluation
 - Pressure Evaluation for Proposed Lake Ridge Ground Storage Tank
- Task Items C10 (Draft Technical Memorandum on CIP Development) and C11 (Final Technical Memorandum on CIP Development) from the Water and Wastewater Impact Fee Update contract dated September 13, 2011 will be replaced with this Water and Wastewater Master Plan Report.

FNI will deliver five (5) hard copies and one (1) electronic PDF copy of the draft report.

- A4. Draft Report Review Meeting: FNI will attend necessary meetings with City staff to review and solicit comments on the Draft Water and Wastewater Master Plan Report.
- A5. Prepare Final Water and Wastewater Master Plan Report: FNI will incorporate comments from the City and prepare a Final Water and Wastewater Master Plan Report. FNI will deliver ten (10) hard copies and one (1) electronic PDF copy of the final report, as well as model and project data on compact disk.

ARTICLE II

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

- A. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- B. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- C. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- D. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

Complete all tasks within six months of Notice to Proceed.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.

ARTICLE IV

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

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.
- B. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- C. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney if needed, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- D. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.
- E. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative - Elias K. Sassoon, P.E. 285 Uptown Blvd., Bldg. 100, Cedar Hill, Texas 75104; Phone: (972) 291-5126 ext. 2810; email: elias.sassoon@cedarhilltx.com

Owner's Accounting Representative – Amy Haase, 285 Uptown Blvd., Bldg. 100, Cedar Hill, Texas 75104; Phone: (972) 291-5126 ext. 2803; email: amy.haase@cedarhilltx.com

FNI's Designated Representative – Scott Cole, P.E., 4055 International Plaza Suite 200, Fort Worth, Texas 76109; Phone: (817) 735-7255; Fax: (817) 735-7492; email: sac@freese.com

FNI's Accounting Representative - Jana Collier, 4055 International Plaza Suite 200, Fort Worth, Texas 76109; Phone: (817) 735-7354; Fax: (817) 735-7496; email: jvc@freese.com

COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges: Not to Exceed: The total fee for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed Thirty Six Thousand One Hundred Dollars (\$36,100). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

| <u>Position</u> | <u>Min</u> | <u>Max</u> | <u>Position</u> | <u>Min</u> | <u>Max</u> |
|---------------------------------|------------|------------|---------------------------------|------------|------------|
| PRINCIPAL | 176.80 | 400.49 | 3D VISUALIZATION COORDINATOR | 132.53 | 171.51 |
| GROUP MANAGER | 201.16 | 264.74 | ENVIRONMENTAL SCIENTIST VII | 164.69 | 220.57 |
| ENGINEER VIII | 213.81 | 275.44 | ENVIRONMENTAL SCIENTIST VI | 145.78 | 188.65 |
| ENGINEER VII | 182.56 | 236.25 | ENVIRONMENTAL SCIENTIST V | 127.18 | 164.58 |
| ENGINEER VI | 160.89 | 226.91 | ENVIRONMENTAL SCIENTIST IV | 105.37 | 143.39 |
| ENGINEER V | 135.62 | 175.51 | ENVIRONMENTAL SCIENTIST III | 91.99 | 120.67 |
| ENGINEER IV | 117.90 | 155.23 | ENVIRONMENTAL SCIENTIST II | 64.79 | 83.84 |
| ENGINEER III | 105.11 | 150.34 | ENVIRONMENTAL SCIENTIST I | 61.23 | 79.24 |
| ENGINEER II | 90.92 | 117.66 | ARCHITECT VI | 159.67 | 225.00 |
| ENGINEER I | 86.68 | 112.18 | ARCHITECT V | 116.83 | 151.19 |
| ELECTRICAL ENGINEER VI | 168.06 | 217.48 | ARCHITECT IV | 105.33 | 136.30 |
| ELECTRICAL ENGINEER V | 131.87 | 170.66 | ARCHITECT III | 102.14 | 132.18 |
| ELECTRICAL ENGINEER IV | 111.25 | 143.97 | ARCHITECT II | 85.56 | 110.72 |
| ELECTRICAL ENGINEER III | 101.71 | 131.63 | ARCHITECT I | 69.34 | 89.73 |
| ELECTRICAL ENGINEER II | 97.74 | 126.48 | LANDSCAPE ARCHITECT V | 118.45 | 153.29 |
| ELECTRICAL ENGINEER I | 91.02 | 117.79 | LANDSCAPE ARCHITECT INTERN | 74.24 | 96.07 |
| MECHANICAL ENGINEER VI | 160.10 | 207.19 | PLANNER VI | 149.14 | 203.69 |
| MECHANICAL ENGINEER V | 145.90 | 188.81 | PLANNER V | 113.28 | 146.60 |
| MECHANICAL ENGINEER IV | 131.70 | 170.44 | PLANNER IV | 96.39 | 124.74 |
| MECHANICAL ENGINEER III | 108.26 | 140.11 | PLANNER III | 82.30 | 106.50 |
| MECHANICAL ENGINEER II | 93.65 | 121.19 | PLANNER II | 76.33 | 98.78 |
| MECHANICAL ENGINEER I | 83.08 | 107.51 | PLANNER I | 70.36 | 91.06 |
| PROGRAM MANAGER II | 164.84 | 213.33 | HYDROLOGIST VI | 137.03 | 177.33 |
| PROGRAM MANAGER I | 151.13 | 195.58 | HYDROLOGIST V | 122.42 | 158.42 |
| CONSTRUCTION CONTRACT ADMIN III | 118.80 | 179.60 | HYDROLOGIST IV | 107.80 | 139.51 |
| CONSTRUCTION CONTRACT ADMIN II | 97.09 | 149.83 | HYDROLOGIST III | 100.18 | 129.65 |
| CONSTRUCTION CONTRACT ADMIN I | 76.84 | 111.60 | HYDROLOGIST II | 92.57 | 119.79 |
| DOCUMENT CONTROL CLERK | 83.22 | 107.69 | GEOTECHNICAL ENGINEER VI | 175.67 | 227.34 |
| SR DESIGNER | 146.12 | 189.09 | RIGHT OF WAY AGENT | 86.05 | 111.36 |
| DESIGNER II | 121.08 | 156.70 | PUBLIC INVOLVEMENT COORDINATOR | 99.73 | 129.06 |
| DESIGNER I | 105.42 | 136.42 | WEB SERVICES ADMINISTRATOR | 99.91 | 129.29 |
| SR CADD DESIGNER | 118.42 | 153.25 | WORD PROCESSING/SECRETARIA | 54.50 | 82.40 |
| CADD DESIGNER | 117.14 | 151.59 | OPERATIONS ANALYST | 101.37 | 142.09 |
| TECHNICIAN IV | 91.59 | 118.53 | CONTRACT ADMINISTRATOR | 68.82 | 89.06 |
| TECHNICIAN III | 75.85 | 102.06 | INFORMATION SERVICES SUPERVISOR | 65.70 | 85.02 |
| TECHNICIAN II | 69.27 | 92.92 | INFORMATION SERVICES CLERK II | 48.81 | 63.16 |
| TECHNICIAN I | 52.16 | 69.98 | INFORMATION SERVICES CLERK I | 36.66 | 47.44 |
| GIS COORDINATOR | 107.99 | 139.75 | INFORMATION SERVICES CLERK I | 38.52 | 43.36 |
| GIS ANALYST IV | 100.55 | 130.13 | CO-OP | 39.60 | 72.00 |
| GIS ANALYST III | 73.38 | 102.78 | | | |
| GIS ANALYST II | 62.35 | 80.69 | | | |
| GIS ANALYST I | 52.02 | 67.32 | | | |

The ranges and individual salaries will be adjusted annually.

RATES FOR INHOUSE SERVICES

| <u>Computer and CAD</u> | <u>Calcomp Plotter</u> | <u>Print Shop</u> |
|--------------------------|------------------------|---------------------------------|
| PC CAD Stations | \$10.00 per hr. | Color Copies & Printing |
| | Bond | \$0.50 per single side copy |
| | Other | \$1.00 per double side copy |
| | Color | Black & White Copies & Printing |
| | | \$0.10 per single side copy |
| | | \$0.20 per double side copy |
| <u>Testing Apparatus</u> | | Binding |
| Density Meter | \$700.00 per month | \$5.75 per book |
| Gas Detection | \$20.00 per test | |

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Owner as used herein refers to the City of Cedar Hill, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
2. **CHANGES:** Owner, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If, in the opinion of the Owner, any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

| | | | |
|--|---------|-----------------------------------|-------|
| Commercial General Liability | | Workers' Compensation | |
| General Aggregate | \$2,000 | Each Accident | \$500 |
| Automobile Liability (Any Auto) | | Professional Liability | |
| CSL | \$1,000 | \$3,000 Annual Aggregate | |

FNI shall name the CITY as an additional insured with respect to general and auto liability policies

7. FNI shall indemnify and save harmless the CITY and its officers, agents and employees from the liability of the CITY on account of any injuries or damages received or sustained by any person or persons, or property, including court costs and reasonable attorney fees incurred by the CITY, proximately caused by the negligent acts or omissions of FNI or its officers, agents, or employees.
8. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Owner.
9. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants.
10. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

11. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to OWNER and in acceptance of the services as satisfactory by the OWNER. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.

If OWNER fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.

13. **SUCCESSORS AND ASSIGNMENTS:** OWNER and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

Neither OWNER nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.

14. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.

**Water and Wastewater Master Plan
City of Cedar Hill
Preliminary Estimate of Engineering Services**

| | Task A - Water and Wastewater Master Plan | Principal (QC) | Project Manager | Project Engineer | GIS | Design Engineer | Total Hours | Estimated Total Fee |
|--|--|----------------|-----------------|------------------|-----------|-----------------|-------------|---------------------|
| A.1 | Elevated Tanks Operational Analysis | 12 | 24 | 32 | 2 | 0 | 70 | \$10,100 |
| A.2 | Develop W/WW CIP Costs through Buildout | 4 | 8 | 16 | 0 | 0 | 28 | \$4,000 |
| A.3 | Prepare Draft Master Plan Report | 12 | 20 | 32 | 8 | 0 | 72 | \$10,100 |
| A.4 | Draft Report Review Meeting | 2 | 4 | 6 | 2 | 0 | 14 | \$1,900 |
| A.5 | Final Master Plan Report | 6 | 10 | 24 | 8 | 0 | 48 | \$6,500 |
| | Labor Cost Subtotal | 36 | 66 | 110 | 20 | 0 | 232 | \$ 32,600 |
| | Expenses | | | | | | | |
| | General Expenses | | | | | | \$1,000 | |
| | Computer Expenses | | | | | | \$1,500 | |
| | Printing | | | | | | \$1,000 | |
| | Expenses Subtotal | | | | | | | \$3,500 |
| | Task A - Water and Wastewater Master Plan | | | | | | | \$ 36,100 |
| FNI TOTAL ENGINEERING SERVICES - Water and Wastewater Master Plan | | | | | | | \$ | 36,100 |