

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, October 12, 2010
2000 Forest Ridge Drive
Bedford, Texas

Council Chambers Work Session 6:00 p.m.
Council Chambers Regular Session 6:30 p.m.

COMPLETE COUNCIL AGENDAS AND BACKGROUND INFORMATION ARE AVAILABLE FOR REVIEW
ONLINE AT <http://www.ci.bedford.tx.us>

WORK SESSION

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

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Dr. Larry Lucas, Mid Cities Bible Church)

PLEDGE OF ALLEGIANCE

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Proclamation recognizing October 12, 2010 as Disability Day in the City of Bedford.
2. Proclamation recognizing October 14, 2010 as Jack Norman Day in the City of Bedford.

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes:
 - a) September 28, 2010 regular meeting

OLD BUSINESS

4. Consider a resolution authorizing the City Manager to enter into an agreement with Paradigm Traffic Systems, Inc. in the amount of \$771,595 for the Advanced Traffic Management System Equipment. (Tabled at September 28, 2010 Council meeting)

NEW BUSINESS

5. Consider an ordinance amending the City of Bedford Code of Ordinances Chapter 50 – Emergency Services, Article III – Ambulances.

6. Consider an ordinance amending the City of Bedford Code of Ordinances Chapter 58 – Fire Prevention and Protection, Article IV – Fire Prevention.
7. Consider an ordinance amending the City of Bedford Code of Ordinances Chapter 82, “Offenses and Miscellaneous Provisions” by creating a new “Article V. Illegal Smoking Products and Ingestion Devices” to prohibit the use, purchase, possession and sale of illegal smoking products containing certain plant, plant products and their derivatives or other substances, and ingestion devices used in connection with the illegal smoking products; dispensing with a culpable mental state; and providing a penalty; providing an affirmative defense for authorized medical use or use in landscaping; and providing a repealer clause, a severability clause, a savings clause, and an effective date.
8. Consider a resolution authorizing the City Manager to enter into a professional services contract with Schrickel, Rollins & Associates, Inc. for the design of the Schumac Lane/ Monterrey Street Drainage Improvements in the amount of \$106,000.
9. Consider a resolution authorizing the City Manager to enter into a professional services contract with Deltatek Engineering, Inc. for the design of a potable water well at the Simpson Terrace elevated storage tank site and associated piping, water treatment and control systems in the amount of \$120,000.
10. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding with the City of Fort Worth, Texas for the 2010 Byrne Justice Assistance Grant (JAG) Formula Program Award.
11. Consider a resolution authorizing the purchase of two 2010 replacement traffic vehicles and related equipment in the amount of \$59,990 from Dallas Dodge through the Houston-Galveston Area Council State Contract.
12. Consider a resolution authorizing the purchase of eight 2011 replacement patrol vehicles and related equipment in the amount of \$235,688 from Holiday Chevrolet through the Department of Public Safety state contract.
13. Consider a resolution authorizing the purchase of emergency equipment to outfit eight Chevrolet Tahoes in the amount of \$40,830 from John Wright and Associates through the Tarrant County Joint Venture Cooperative Purchasing Program.
14. Consider a resolution authorizing the installation of emergency equipment and graphics for eight Chevrolet Tahoes in the amount of \$20,800 through John Wright and Associates.
15. Discussion and possible staff direction regarding parking of trailers. ***Item requested by Councilman Brown
16. Council member reports
 - a) Mayor Story- report on the October 4 Tarrant County Mayor’s meeting.
 - b) Councilman Fisher- report on the HOA roundtable meeting.

17. City Manager report

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

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

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, October 8, 2010 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

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



COUNCIL AGENDA BACKGROUND

PRESENTER:

Jim Story, Mayor

ITEM:

Proclamation recognizing October 12, 2010 as Disability Day in the City of Bedford.

DISCUSSION:

David Cox and Audrey Taubert, representing Goodwill Industries of Ft. Worth, will be on hand to accept this proclamation.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proclamation
Letter of Request

Office of the Mayor



Proclamation

City of Bedford, Texas

WHEREAS, October serves as National Disabilities Month and Goodwill Industries of Fort Worth is the non-profit leader in helping disabled persons and their families achieve maximum independence in their communities around Tarrant County; and

WHEREAS, 92% of all money earned by Goodwill Industries of Fort Worth goes toward an extensive variety of programs and services for disabled and/or disadvantaged individuals seeking to be self-sufficient citizens in Tarrant County; and

WHEREAS, Goodwill Industries of Fort Worth strives to maintain an employment ratio of 80% disabled workers, committing their employment services to those in need; and

WHEREAS, Goodwill Industries International Inc. is the largest employer of people with disabilities in the world, creating a global effort to helping disabled persons.

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim October 12, 2010 as:

***Goodwill Industries of Fort Worth
Helping People With Disabilities Day***
in the City of Bedford.

*In witness whereof, I have hereunto set my hand and
caused the seal of the City of Bedford to be affixed this
12th day of October, 2010.*

JIM STORY, MAYOR

Jakubik, Megan

From: Wells, Michael
Sent: Monday, August 02, 2010 8:28 AM
To: Story, Jim; Jim Story
Cc: Jakubik, Megan
Subject: FW: Disabilities Day Proclamation
Attachments: BEDFORD PROCLAMATION.docx

From: Audrey Taubert
Sent: Friday, July 30, 2010 12:35 PM
To: Wells, Michael
Subject: FW: Disabilities Day Proclamation

Hello,

I write you regarding approval of a proclamation for Goodwill Industries of Fort Worth Helping People With Disabilities Day. Attached you will find the text we would like included. Would it be possible to schedule a date and time where the proclamation could be presented to Goodwill Industries Fort Worth within the month of October? Please feel free to contact me (audrey@creativejo.com) or Liz Heck (liz@creativejo.com) at 817-335-0100. Thank you once again for your time and help!

Sincerely,
Audrey

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Audrey Taubert
Public Relations Assistant
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817.335.0100 p | 817.546.1231 f | 214.909.8319 c
www.jodesign.com
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COUNCIL AGENDA BACKGROUND

PRESENTER:

Jim Story, Mayor

ITEM:

Proclamation recognizing October 14, 2010 as Jack Norman Day in the City of Bedford.

DISCUSSION:

Jack Norman will be on hand to accept this proclamation.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proclamation
Letter of Request

Office of the Mayor



Proclamation

City of Bedford, Texas

WHEREAS, Jack Norman will celebrate his 100th birthday on Thursday, October 14, 2010 with five generations of his family that include four children, 11 grandchildren, 15 great grandchildren and one great-great grandchild; and

WHEREAS, Jack has been married to his wife, Ina, for 73 years. They have been residents of Bedford for 33 years and they are active participants at the Bedford Senior Center; and

WHEREAS, he began working in the baking business in Oklahoma and had many varied occupations until he retired from Bell Helicopter; and

WHEREAS, his hobbies have included painting, boating and travel. He has traveled to all 50 states and many international locations, thus creating a lifetime of memories.

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim October 14, 2010 as:

Jack Norman Day

in the City of Bedford and ask the citizens of Bedford to join me in recognizing Jack for reaching this tremendous milestone and our heartfelt congratulations on his 100th birthday.

*In witness whereof, I have hereunto set my hand and caused the
seal of the City of Bedford to be affixed this
12th day of October, 2010.*

Jim Story, Mayor

Jakubik, Megan

From: Yahne, Billie
Sent: Tuesday, September 28, 2010 9:03 AM
To: Johnson, Debi
Cc: Jakubik, Megan
Subject: Bedford resident turns 100.
Attachments: image001.gif

Debi,

I recently referred a lady, Iris Langford to you regarding some type of recognition of her father by the Mayor. His name is Jack Norman, and he turns 100 on Oct. 14. He is a long time Bedford resident and homeowner, as is his daughter. She called me back because she hadn't heard anything from the Mayor's office. Perhaps Megan is the one to talk to? At any rate, if this can be a Council recognition item at the next CC meeting, that would be wonderful. Would you check into this? I told Iris Langford I would call her back-

Thanks so much,

Billie

*Billie Yahne
Economic Development + Tourism Coordinator
City of Bedford
2000-B Forest Ridge Drive
Bedford, TX 76021
817-952-2169
817-952-2210 fax*



COUNCIL AGENDA BACKGROUND

PRESENTER:

Michael Wells, City Secretary

ITEM:

Consider approval of the following City Council minutes:
a) September 28, 2010 regular session

DISCUSSION:

N/A

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Minutes

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. in the Building A Conference Room and regular session at 6:30 p.m. in the Council Chamber of City Hall, 2000 Forest Ridge Drive on the 28th day of September 2010 with the following members present:

Jim Story	Mayor
Chris Brown	Council Members
Ray Champney	
Roger Fisher	
Jim Griffin	
Roy Savage	
Roy W. Turner	

Constituting a quorum.

Staff present included:

Beverly Queen	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Director of Administrative Services
David Flory	Police Chief
John Kubala	Public Works Director
Jill McAdams	Human Resources Director
Mirenda McQuagge-Walden	Managing Director of Community Services
Bill Syblon	Development Director
James Tindell	Fire Chief

WORK SESSION

Mayor Story called the work session to order at 5:30 p.m.

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

Council discussed placing the following item(s) on consent: 7, 10, 12, 13, 14, 15, 16, and 17.

- **Hear a presentation by representatives of Torch Creative regarding preliminary sketches for the City of Bedford's new logo.**

Councilman Fisher explained that this was the first preliminary round of the logo and tagline process. What will be seen tonight will not be the final product and is still the intellectual property of Torch Creative. He then introduced Brad Bishop and Mike Thurman of Torch Creative. They explained that if there is something that Council does not like, it will be removed by the next phase of the project. At some point after this session, they hope Council will come together and agree on two or three options they would like to pursue. They have developed 14 logo sketches and seven taglines. All the logos shown have been sketched by hand. After the logos have been narrowed down, they will go onto the computer phase.

The taglines presented came out of key words from interviews Torch did with Council and staff as well as

the City's central location in the Metroplex. The taglines presented are as follows:

- Tagline #1 - Look Forward.
- Tagline #2 – Find your forward.
- Tagline #3 – Be right at home.
- Tagline #4 – Life on the bright side.
- Tagline #5 – Wonderfully centered.
- Tagline #6 – The center of happiness.
- Tagline #7 – Happiness. Fully centered.

Council was of the consensus that “centered” and “forward” should be the general thematic.

Torch then presented the 14 logo sketches. The thought process behind the logos was for them to have formal, bold marks and to be nice, clean and simple so that they can be versatile. Council was of the consensus to have Torch further develop the following logos: 3, 4, 10, 11, 12 and 13.

EXECUTIVE SESSION

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

- a) Section 551.071(2), Consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code: to receive advice regarding K2 ordinance and regulations.**
- b) Section 551.071(2), Consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code: to receive advice regarding community revitalization program.**

Council convened into Executive Session pursuant to the Texas Government Code regarding a) Section 551.071(2), Consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code: to receive advice regarding K2 ordinance and regulations; and b) Section 551.071(2), Consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code: to receive advice regarding community revitalization program at approximately 6:15 p.m.

Council reconvened from Executive Session at approximately 6:30 p.m.

Council did not finish executive session and will convene again at the end of the meeting.

Council convened into Executive Session again at approximately 8:33 p.m.

Council reconvened from Executive Session at approximately 9:46 p.m.

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

REGULAR SESSION 6:30 P.M.

Regular session began at 6:36 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Story called the meeting to order.

INVOCATION (Pastor Kevin Smith, Faith Christian Fellowship Church)

Pastor Kevin Smith of Faith Christian Fellowship Church gave tonight's invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Nobody chose to speak under tonight's Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilman Champney, seconded by Councilman Turner to approve the following item(s) by consent: 7, 10, 12, 13, 14, 15, 16, and 17.

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

Motioned by Councilman Fisher, seconded by Councilman Griffin, to table Item #9.

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

COUNCIL RECOGNITION

1. Recognition of the following Fire Department employees for a Bedford Employee Commitment Award (BECA):

- **Josh Brown, Firefighter II**
- **Clifford "Kiki" Box, Fire LT**
- **Jonathon Ferguson, Firefighter II**
- **Leo Warren, Fire Engineer**

Josh Brown, Firefighter II, Clifford "Kiki" Box, Fire Lieutenant, Jonathon Ferguson, Firefighter II and Leo Warren, Fire Engineer were all recognized with the Bedford Employee Commitment Award for going above and beyond the call of duty by coming to the aid of a citizen who was stranded with a flat tire. When they discovered that the spare tire was flat as well, they took both tires to an automotive shop, had the spare tire repaired and then changed the citizen's tire.

2. Proclamation recognizing October 2010 as Fire Prevention Month in the City of Bedford.

Mayor Story read a proclamation recognizing October 2010 as Fire Prevention Month in the City of Bedford.

3. Proclamation recognizing October 2010 as Crime Prevention Month in the City of Bedford.

Mayor Story read a proclamation recognizing October 2010 as Crime Prevention Month in the City of Bedford.

4. Proclamation recognizing October 5, 2010 as the official day for National Night Out.

Mayor Story read a proclamation recognizing October 5, 2010 as the official day for National Night Out.

5. Presentation of the Texas Festival & Events Zenith Awards for excellence in event marketing and management.

Special Events Manager Wendy Hartnett presented the Mayor and Council with Zenith Awards that the 2009 Bedford Blues & BBQ had received from the Texas Festival & Events Association. These awards included 1st place in Best Magazine Display Ad, 1st Place in Best Sponsor Solicitation Video, 2nd Place in Best Miscellaneous Multimedia, 3rd Place in Best TV Promotion and 3rd Place in Best Event Website.

6. Employee Service Recognition

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

Adrianna Arreola, Police Department – 5 years of service
Mark Mertens, Fire Department – 5 years of service
Joseph Laverty, Public Works – 10 years of service
Albert Tuttle, Public Works – 10 years of service
Tommy Peterson, Development – 30 years of service

APPROVAL OF THE MINUTES

7. Consider approval of the following City Council minutes: a) September 14, 2010 regular meeting

This item was approved on consent.

NEW BUSINESS

8. Public hearing of an ordinance Repealing and Replacing Ordinance #01-2626 entitled The Comprehensive Land Use Plan (2001) and adopting The Bedford Comprehensive Land Use Plan (2010).

Economic Development Director Bill Syblon presented information regarding this ordinance. Late last year Council charged staff to bring forward a revised comprehensive plan. The last plan was implemented in 2001 and was due for a revision. Subtle changes have taken place in the City that are not congruent to the 2001 plan and this revision corresponds to the Council's top priorities of economic development and City codes. The process began at the first of the year. Several workshops were held with the Planning and Zoning Department, a land use survey and the draft plan were put on the website and a nice write-up about the plan in was published in the City's quarterly magazine. Mr. Syblon wanted to thank City Planner Dan Boutwell for his leadership throughout this process.

Mr. Boutwell then gave a summary of the Comprehensive Plan. The reason to have a plan is to give an idea of where we are going to be and how land is to be used in the future. Chapter 213 of the Local Government Code gives cities the authority to develop and adopt a plan by ordinance. A city has the authority to divide itself into districts in accordance with a comprehensive plan. He wanted to reiterate that a zoning map and comprehensive plan map are two different things. The comprehensive plan gives no authority for regulation of land area.

The comprehensive plan has been reduced down to a brochure as it is easier to use and can be marketed and sent to prospective clients and developers. The brochure includes language on goals, objectives, and land use principles. The City is almost 97% built out and has reached a population of approximately 49,000 in population. There is very little land area left in Bedford and this comprehensive plan will give about a 51,000 build-out. The tactic that the City should follow is how to refine and work in the area that is already developed.

Regarding the land use survey, the intent was to get basic direction on land use and where the interests of residents seemed to be. 237 responses were received and he believes that there was good representation throughout the City. The top three most critical planning issues were an increase in the quality of residential development, an encouragement of retail development and an increase in code enforcement. In regards to the importance of development types to the value of property and quality of

life, the most important were exterior appearance, medical facilities, sit-down restaurants, major retail development and neighborhood retail. Respondents did not want to see manufactured homes, apartments, or duplexes. Everybody was pleased with the quality of residential neighborhoods.

Mr. Boutwell stated that the plan identified certain goals economic, land use, utility, quality of life, code enforcement and transportation, parks, open spaces and pedestrian goals. The last three goals were incorporated from a study the Parks and Recreation Department is currently working on.

Mr. Boutwell then gave an overview of the comprehensive land use plan map and showed Council ten changes that had been made to the map. He displayed four areas within the City that should have commercial focus and that the Planning and Zoning Commission had concerns about. These areas would need additional study that would go much more in depth than a comprehensive plan could do. He also identified a prime area for neo-traditional development as well an area for a cultural district.

Mayor Story opened the public hearing at 7:42 p.m.

Nobody chose to speak under tonight's public hearing.

Mayor Story closed the public hearing at 7:42 p.m.

Motioned by Councilman Savage, seconded by Councilman Griffin, to approve an ordinance Repealing and Replacing Ordinance #01-2626 entitled The Comprehensive Land Use Plan (2001) and adopting The Bedford Comprehensive Land Use Plan (2010)

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

9. Consider a resolution authorizing the City Manager to enter into an agreement with Paradigm Traffic Systems, Inc. in the amount of \$771,595 for the Advanced Traffic Management System Equipment.

This item was tabled.

10. Consider a resolution to accept bids and authorize the City Manager to enter into a contract with Reliable Paving, Inc. for the Shady Brook Drive Handicap Ramps in the amount of \$46,973.40.

This item was approved on consent.

11. Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Fort Worth in the amount of \$47.00 per voucher to allow for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2010 to September 30, 2011.

Parks Superintendent Don Henderson presented information regarding this resolution. He stated that the Crud Cruiser event is a good event for the citizens of Bedford. They will collect any household hazardous waste except for batteries and electronics. This past Saturday, the event was scheduled from 9:00 a.m. to 11:00 a.m. It started raining at 9:45 a.m. but by that time they had already serviced 32 cars before they had to close because of the rain. A staff member handed out 42 rain checks which can be used at the downtown service center in Fort Worth to drop off their waste. This event is usually held twice a year, once in April and once in October or November. Vouchers are available year round to residents for citizens to use the downtown service center.

Motioned by Councilman Turner, seconded by Councilman Champney, to approve a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Fort Worth in the amount of \$47.00 per voucher to allow for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2010 to September 30, 2011.

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

12. Consider a resolution authorizing amendments to the following employee personnel policies:

- **VI (While at Work) Employee Break Policy**
- **VI (While at Work) Computer and Electronic Resources Policy**
- **VI (While at Work) Software Copyright and Licensing Policy**

This item was approved on consent.

13. Consider a resolution authorizing the City Manager to enter into contract with Dr. Roy Yamada, M.D., Fort Worth, Texas, to provide medical control services for the City of Bedford's emergency medical operations.

This item was approved on consent.

14. Consider a resolution authorizing the City Manager to purchase a mobile satellite data system and related components from Satellite and Wireless Solutions, LIC, in the amount of \$30,891.

This item was approved on consent.

15. Consider a resolution authorizing the City Manager to enter into an agreement between the City of Bedford, Texas and Motorola, Inc in the amount of \$46,160.66 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager.

This item was approved on consent.

16. Consider a resolution authorizing the City Manager to enter into an agreement between the City of Bedford, Texas and the North Richland Hills Radio Frequency (RF) Consortium in the amount of \$26,036.40 to provide continuous maintenance to subscriber radios and auxiliary equipment to obtain maximum performance.

This item was approved on consent.

17. Consider a resolution authorizing the City Manager to amend an agreement between the City of Bedford and Nextel Partners Operating Corp., a wholly owned subsidiary of Nextel Partners, Inc., a Delaware Corporation, and Nextel of Texas, Inc., a wholly-owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation (collectively, "Nextel").

This item was approved on consent.

18. Council member reports

No Council member gave a report at tonight's meeting.

19. City Manager/Staff reports

a) Present report on the 2010 City of Bedford Blues & BBQ Festival.

Special Events Coordinator Wendy Hartnett presented a report on the 2010 City of Bedford Blues & BBQ Festival. The overall goals of the festival were to increase hotel usage, provide a community event, foster economic growth, encourage citizen involvement, and produce a phenomenal festival. The mission was to continue the popular old Bedford BluesFEST with a new twist – the BBQ cook-off. Hill and Company were once again in charge of advertising and media and they did a phenomenal job. The event was on a total of 60 news stories and event listings, streaming videos were on tourtexas.com, a local BBQ team was on Good Day, Ms. Hartnett made an appearance on Channel 33 and the event was also featured in several national magazines. The estimated total reach was 8.7 million people.

The event included the second KCBS BBQ cook-off in Texas and was used as the perfect example of

what a BBQ cook-off should be. The number of teams increased from 40 to 50 and the cook-off had a national sponsor in Ranchers Reserve. A People's Choice award was also added this year. A total of 17 teams participated and it was an overall positive experience.

The volunteer program proved successful and provided a total savings of \$16,090 over last year. Volunteers came from Boy Scout Troop 340, the Moslah Clowns, the UNT PASA Group, and the TCC Phi Tau Group. The Carnival added value to the event that could not be purchased. There was no need to pay staff costs or the costs for the inflatafun. It is a fully independent operation and is a stepping stone for a potentially larger carnival in the future. The certified judging class produced additional revenue and added 40 additional KCBS judges to the community as well as value in the legitimacy of the event. One of the complaints from last year was that there was not enough shade so party tents and cabanas were added this year. These created additional revenue in the amount of \$13,324. The number of vendors increased from 34 to 38 and the number of food vendors increased from 16 to 25. The number of online ticket sales surpassed the previous year before the gates even opened. The event generated positive reviews and the total estimated attendance was 15,932 people.

Looking forward, the goals are to increase attendance, add more sponsors, improve the volunteer structure, working on the logistics of moving the event from its current location, add more BBQ to the event like a "Battle of the BBQ" for the local restaurants, add additional cabana and tent seating options, and to send out surveys to attendees for feedback.

b) Present report on the FY 09/10 aquatics season.

Deputy Director of Parks and Recreation Leigh Morgan presented a report on the FY 09/10 aquatics season. She said that it has been a really great aquatics year, the numbers were up in many areas and there were not a lot of rain days. Gate entry revenue was up at Splash but down at Central Pool due to a couple of rain days. Gate entry numbers were up at Splash and there were no days of zero attendance. Splash was open a total of 96 days and the average daily attendance was 443. Their heaviest day was 937 on May 31. Central Pool was open a total of 87 days due to the two rain days and the fact that it closes when school starts. The average daily attendance was 39 with the highest attendance being 98 on May 31. Attendance by both residents and non-residents increased with resident attendance increasing quite significantly. Reservations at Splash increased from 166 last year to 195 this year. At Central Pool, reservations increased from 6 to 8. The increase in reservations is not necessarily reflected in the revenue numbers due to the types of reservations and the fee structure. Revenue from concessions and retail at Splash were down from the previous year. Staff had looked at cost recovery and the types and number of items that were selling; they were actually able to lower the expenses and therefore the profit margin was higher. In regards to classes, 254 people attended swim lessons, 131 people attended water aerobics, 55 people attended senior water aerobics, 38 people attended lifeguard classes and 93 people attended the swim team. Attendance was up for all classes except for the swim team. The budgeted revenue was \$277,300 and the actual revenue turned out to be \$308,212. Expenses were budgeted at \$349,847 and the actual expenses turned out to be \$358,158. This was due to the fact that the costs for instructors and lifeguards have increased but there have been no increase in fees to match. The two Flick and Floats had attendance of 32 and 118 respectively. The Dog Splash Day had 86 dogs and 158 owners. Another highlight of the season was that 21 Bedford Surf Swimmers qualified to compete at the Summer Games of Texas in Waco. Two swimmers qualified for the 2011 State Games in San Diego.

For 2011, they are looking to implement a birthday party service at Splash and Central Pool, to implement a Guard Start Lifeguard program for children between the ages of 11 and 14, to offer Flick and Float at Central Pool, to offer evening swim lessons at Central Pool, and to offer an Aquatics Boot Camp program.

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

No action was necessary as a result of Executive Session.

ADJOURNMENT

Mayor Story adjourned the meeting at 9:48 p.m.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary



COUNCIL AGENDA BACKGROUND

PRESENTER:

John F. Kubala, P.E., Public Works Director

ITEM:

Consider a resolution authorizing the City Manager to enter into an agreement with Paradigm Traffic Systems, Inc. in the amount of \$771,595 for the Advanced Traffic Management System Equipment. (Tabled at the September 28, 2010 Council meeting)

DISCUSSION:

On January 14, 2010, we were notified by the Comptroller of Public Accounts Office that the City of Bedford has been awarded a grant for Traffic Signal Synchronization or Replacement, under the American Recovery & Reinvestment Act of 2009 through the State Energy Conservation Office. This grant project is intended to further improve the traffic signal system by developing coordinated signal timing plans, improving infrastructure, and a creation of a Traffic Management Center to continually improve circulation within the City.

This agreement provides for the second phase of the project. The Motorola Wireless Broadband and Communication System was the first phase. This phase will provide the software, cabinets and controllers and system integration services. Up to 27 intersections will be included in the signal system communications design and signal timing optimization phases of this project:

- Bedford Road and Brown Trail
- Bedford Road and Ravenswood Drive
- Bedford Road and Forest Ridge Drive
- Bedford Road and Barr Drive
- Bedford Road and Central Drive
- Bedford Road and Murphy Drive
- Bedford Road and Martin Drive
- Harwood Road and Blue Quail Drive
- Harwood Road and Brown Trail
- Harwood Road and Spring Valley (Depending on results of traffic signal warrant analysis, this intersection may be eliminated)
- Harwood Road and Shady Brook Drive
- Harwood Road and McClain Street/David Drive
- Harwood Road and Forest Ridge Drive
- Harwood Road and Central Drive
- Harwood Road and Murphy Drive
- Harwood Road and Martin Drive
- Forest Ridge Drive and Lincolnshire Drive
- Forest Ridge Drive and Schumac Lane
- Forest Ridge Drive and Pipeline Road
- Central Drive and Schumac Lane
- Central Drive and Central Park Boulevard
- Central Drive and L. Don Dodson Drive

Central Drive and Cummings Drive
Murphy Drive and Martin Drive/L. Don Dodson
Martin Drive and Cummings Drive
Cheek Sparger Road and Wal-Mart Drive
Forest Ridge and RD Hurt Parkway/David Drive (Depending on results of traffic signal warrant analysis, this intersection could be signalized and added to the communication design and signal timing tasks)

This system will allow for synchronization of the signals as well as notify the Center of any operating problems that might occur with the signal controls at the intersections. It will allow the signals to be controlled from the Center. The lowest responsible bid was submitted by Paradigm Traffic Systems, Inc. Siemens Industry, Inc. comparable bid was \$812,307.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement with Paradigm Traffic Systems, Inc. in the amount of \$771,595 for the Advanced Traffic Management System Equipment.

FISCAL IMPACT:

Funding of \$771,595 for this contract will come from the ARRA Grant and the City of Bedford Match.

ATTACHMENTS:

Resolution
Agreement
Price Schedule

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARADIGM TRAFFIC SYSTEMS, INC. IN THE AMOUNT OF \$771,595 FOR THE ADVANCED TRAFFIC MANAGEMENT SYSTEM EQUIPMENT.

WHEREAS, the City Council of Bedford, Texas has been awarded a grant for Traffic Signal Synchronization or Replacement, under the American Recovery & Reinvestment Act of 2009 (ARRA) through the State Energy Conservation Office; and,

WHEREAS, the City Council of Bedford, Texas determines the necessity for proceeding with these improvements.

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into an agreement with Paradigm Traffic Systems, Inc. in the amount of \$771,595 for the Advanced Traffic Management System Equipment.

SECTION 2. That funding of \$771,595 for this contract will come from the ARRA Grant and the City of Bedford Match.

PASSED AND APPROVED this 12th day of October 2010, by a vote of ___ayes, ___nays and ___abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Standard Form of Agreement Between The City of Bedford, Texas and Paradigm Traffic Systems, Inc.

This Agreement is dated as of the _____ day of _____ in the year 2010 by and between the City of Bedford (hereinafter called OWNER) and Paradigm Traffic Systems, Inc. (hereinafter called CONTRACTOR).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Project Scope.

The Project for the Work detailed under the Contract Documents (see Article 8 of this Agreement for items included in the Contract Documents) is generally identified as following:

Procurement of Advanced Traffic Management System Equipment

Article 2. Contract Time.

The Work will be completed within two hundred and ten (210) Calendar days from the date of the "Notice to Proceed" in accordance with paragraph 1.16 of the General Provisions; and, ready for payment in accordance with paragraph 1.51.4 of the General Provisions.

Article 3. Contract Price.

3.1 Owner shall pay contractor the prices in the Contractor's bid proposal plus additional work performed or when authorized by owner.

Article 4. Payment Procedures.

4.1 Payment to Contractor will be monthly upon receipt of invoices from the Contractor. Owner agrees to pay for material on hand. All charges are to be less sales tax as owner is tax exempt.

Article 5. Contractors Representations.

In order to include Owner to enter into this agreement, Contractor makes the following representations:

5.1 Contractor has familiarized itself with the nature and extent of the contract documents and specifications.

5.2 Contractor has correlated the results of all such observations and studies with the terms and conditions of the contract documents.

5.3 Contractor has given owner written notice of all conflicts, errors or discrepancies that he has discovered in the contract documents and the written resolution by owner is acceptable to contractor.

Article 6. Miscellaneous.

6.1 Assignments: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment will release the assignor from any duty or responsibility under the contract documents.

6.2 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the contract documents.

6.3 Termination: Owner may terminate the contract by giving contractor notice in writing. Upon delivery of such notice by owner to contractor, contractor shall discontinue all services in connection with the performance of the contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this contract. As soon as the party after receipt of notice of termination. Contractor shall submit a statement, showing in detail the services performed under this contract to the date of termination. Owner shall then pay contractor that portion of the prescribed charges which the services actually performed under this contract bear to the total services called for under this contract less such payments on account of the charges as have been previously made.

6.4 Subcontracting:

1. Contractor shall not award any work to any subcontractor until contractor submits to Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as Owner may require.

2. Contractor shall be fully responsible to owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.
3. Nothing contained in this contract shall create any contractual relation between any subcontractor and owner. Contractor is an independent contractor.

Article 7. Governing Laws, Venue.

The contract shall be construed according to the laws of the State of Texas and venue shall lie in the State district courts of Tarrant County, Texas.

Article 8. Contract Documents.

The contract documents which comprise the entire agreement between the owner and contractor, same being attached hereto and incorporated herein as Exhibit A. Consist of the following:

8.1 Standard Form of Agreement

8.2 Performance Bond

8.3 Payment Bond

8.4 Maintenance Bond.

8.5 Certificate of Insurance

8.6 General Provisions.

8.7 Material, Equipment and Construction Specifications.

8.8 Addenda

8.9 Contractors Bid Proposal Form.

8.10 Documentation submitted by Contractor prior to Notice of Award.

8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending modifying or supplementing the Contract Documents pursuant to Article 1.20.2 of the General Provisions. The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above)

8.12 There are no Contract Documents other than those listed above in this Article 8. The contract documents may only be amended, modified or supplemented as provided in Article 1.20.2 of the General Provisions.

Article 9. INDEMNIFICATION.

The Contractor hereby agrees to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, cost and expenses of persons or property that may arise out of or be occasioned by, of from any negligent act, or omission of the contractor, or any agent servant, or employee of the contractor in the execution of performance of this contract without regard to whether such persons are under the direction of City agents or employees.

Executed on behalf of the contractor by its representative shown below, and on behalf of the Owner by its City Manager, or authorized representative, this agreement will be effective

On the _____ day of _____ 2010.

Owner:

City of Bedford
2000 Forest Ridge Drive
Bedford, Texas 76021

Contractor:

Paradigm Traffic Systems, Inc.
P.O. Box 5508
Arlington, Texas 76005

By: Beverly Queen, City Manager

By: Jerry Priester, President
817-831-9406

(City Attorney review if Contracted Service Cost is Greater than \$15,000)

Approved as to Form and Legality this _____ day of _____ 20 _____

OWNER's Attorney

Contractors Seal (if corporation)

13. Price Schedule

Item No.	Description	Unit	Quantity	Unit Price	Total Price
SOFTWARE					
1	Local Controller Software License for up to 50 intersections	L.S.	1	\$550	\$550
2	ATMS Central Software for up to 50 intersections	L.S.	1	\$44,000	\$44,000
3	Additional Software mods & Lic Synchro Module	F.A.	1	\$6,550	\$6,550
TOTAL SOFTWARE					
Cabinets and Controllers					
4	TS2-Type 1 Traffic Signal Controllers including Firmware	Each	26	\$1,650	\$42,900
5	TS2-Type 1 Traffic Signal Controller Assembly Cabinets	Each	23	\$6,115	\$140,645
6	Malfunction Management Units	Each	26	\$755	\$19,630
7	Battery back-up system	Each	26	\$3,780	\$98,280
TOTAL CABINETS AND CONTROLLERS					
SYSTEM INTEGRATION SERVICES					
8	Project Oversight (project management) Provide software/hardware specifications Install central system software Acceptance test plan (preliminary and final) Execution of Acceptance Test Plan Development of Graphics Installation of Software on City supplied Hardware Training Documentation Maintenance	LS	1	\$41,200	\$41,200
TOTAL SYSTEM INTEGRATION SERVICES					
COST SUMMARY					
Software					\$51,100
Cabinets and Controllers					\$301,455
System Integration Services					\$41,200
TOTAL BASE BID PRICE					\$393,755
OPTIONAL COSTS					
9A	Rear door access for cabinet	Each	23	\$285	\$6,555
9B	Controller database conversion	Each	26	\$205	\$5,330
9C	On-Call Maintenance Services	Years	2	\$3,430	\$6,860
9D	Video Detection System (Including video servers if applicable)	Each	21	\$15,900	\$333,900
9E	Video servers	Each	5	\$775	\$3,875
Total Optional Costs					\$356,520
ADD-ON EQUIPMENT					
Alt Switch	EtherWan EX72140-00B Hardened, Managed switch with power supply	Each	26	\$820	\$21,320
GRAND TOTAL (BASE BID+OPTIONAL+ADD-ON)					\$771,595



COUNCIL AGENDA BACKGROUND

PRESENTER:

James Tindell, Fire Chief

ITEM:

Consider an ordinance amending the City of Bedford Code of Ordinances, Chapter 50 – Emergency Services, Article III - Ambulances; providing that this ordinance shall be cumulative of all ordinances; providing for a penalty; providing a severability clause; and declaring an effective date.

DISCUSSION:

Due to changes in Medicare laws and the lack of payments from insurance companies, the revenue from ambulance services has decreased over the last five years. The City of Bedford has determined it would be beneficial to provide a voluntary subscription program for emergency ambulance services provided by the Bedford Fire Department. If a member of the program is transported by ambulance, their insurance would be billed, but the City would write-off whatever costs insurance does not cover. This could also help reduce the member's out-of-pocket fees for ambulance services.

The \$60.00 annual membership will provide benefits for the member, his or her spouse, unmarried children under 25, and other qualified dependents (as determined by the Internal Revenue Service) who live at the same address as the member. Memberships will provide for emergency ambulance services within the City and will not include non-emergency transfer services. The fee will be non-refundable and the membership will be non-transferrable.

Another change is that this Article currently requires permitting and credentialing of all transfer ambulances that pick up in Bedford. This has never been enforced due to the fact that the City has no way of knowing or regulating what services the citizens or businesses use for non-emergency transfers. The Fire Department lacks the resources to adequately enforce this policy. To be equally fair to all ambulance services and to avoid legal issues, previous administrations elected not to enforce the permitting policy. It is recommended this be removed from the Article.

Other changes to the Article include those to make it workable and enforceable with current state law as well as regulations of the Department of State Health Services.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending the City of Bedford Code of Ordinances, Chapter 50 – Emergency Services, Article III - Ambulances; providing that this ordinance shall be cumulative of all ordinances; providing for a penalty; providing a severability clause; and declaring an effective date.

FISCAL IMPACT:

Based on participation of area cities with similar subscription programs, we would anticipate approximate revenue of \$40,200 per year.

ATTACHMENTS:

Ordinance

ORDINANCE 10-

AN ORDINANCE AMENDING THE CITY OF BEDFORD CODE OF ORDINANCES, CHAPTER 50 – EMERGENCY SERVICES, ARTICLE III - AMBULANCES; PROVIDING FOR A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bedford has determined that it is in the best interest of the citizens of Bedford to provide emergency ambulance services by the City to its citizens; and,

WHEREAS, the City Council wishes to provide a subscription program for emergency ambulance services provided by the Bedford Fire Department.

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

SECTION 1. That Chapter 50 – Emergency Services, Article III - Ambulances of the City of Bedford Code of Ordinances, is hereby amended to read as follows:

Sec. 50-66. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Ambulance means any vehicle equipped for the transportation of the wounded, injured, sick or deceased, and shall include transfer vehicles, invalid coaches and funeral coaches when used as an emergency vehicle.

DSHS means the Texas Department of State Health Services.

Emergency means any circumstances that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of the person. Such circumstances include, but are not limited to, accidents generally, traffic accidents and acts of violence resulting in personal injury, or sudden illness.

Emergency call means any request for emergency medical service that is made by telephone or other means of communication in circumstances which are, or have been represented to be, or determined by personnel of the Fire Department, an emergency and requiring immediate emergency medical service.

Transfer ambulance means any motor vehicle used for transferring the injured or sick under circumstances which do not constitute an emergency and which have not been represented as an emergency.

Fire Alarm Dispatcher means the city's 911 dispatcher.

Fire Chief means the chief of the fire department or duly authorized representative.

Fire Department means the fire department of the city.

Sec. 50-67. Provision for emergency ambulance services.

The city Fire Department shall provide advanced life support emergency ambulance service within the city. Ambulance service shall be governed by the rules and regulations set forth in this chapter, by state law, and by regulations of the DSHS. Emergency medical services and ambulance service shall further be subject to any rules and regulations which may hereafter be established by ordinance, resolution, or order of the city, and subject to the guidelines herein

established, and subject to rules and regulations as the fire chief may promulgate for the proper and safe operation of the system.

Sec. 50-68. Requests for emergency and nonemergency service.

Requests for emergency ambulance service shall be made to the city Fire Department or by utilizing 911. Emergency ambulance calls only will be answered and responded to by the emergency ambulance service of the City of Bedford. Requests for nonemergency transport may be referred to a private, licensed ambulance provider operating with a valid DSHS EMS provider's license.

Sec. 50-69. Authorization for treatment and transport.

City Fire Department personnel shall have the authority to treat and transport any injured or sick person(s) found on public or private property whenever the need arises, or when requested by some person responsible for the sick or injured person when that person is a minor child or of other incompetence such that they are unable to express their desire for treatment and transportation regarding emergency medical services.

Sec. 50-70. Service outside city limits.

Service may be provided outside the corporate limits pursuant to agreements between the City and other cities or governmental entities or by emergency authorization of the Fire Chief or his designee.

Sec. 50-71. Determination of destination emergency medical facility.

It shall be the sole responsibility of the city Fire Department medical personnel on the scene as to which emergency medical facility the patient will be transported to, based on the capability of the emergency medical facility, the severity of the patient condition, road conditions, inclement weather, or any other factor that may influence on-scene medical personnel in determining the appropriate destination emergency medical facility.

Sec. 50-72. Requirement to notify Fire Alarm Dispatcher.

It shall be required of any ambulance or emergency medical services engaged in treating or transporting patients at or from any location within the city under emergency conditions including the use of emergency warning devices, to advise the Fire Alarm Dispatcher. This notification must inform the Fire Alarm Dispatcher of their destination or location and the nature of the call or situation at the time of the emergency. This shall include any first responder or medical standby organizations with the purpose of providing emergency medical services within the city limits.

Sec. 50-73 Fee schedule and subscription program.

The fees and charges for the use of the city ambulance service along with specified collection standards shall be established by the city council. Bedford residents may purchase an annual subscription for ambulance service fees which are not paid or reimbursed by medical insurance coverage. Annual subscription memberships shall provide benefits for the member, his/her spouse, unmarried children under twenty-five (25) years of age and other qualified dependents, as determined by the Internal Revenue Service, and who live at the same address as the member. Memberships shall provide emergency ambulance services within the city, and no coverage for non-emergency transfer ambulance services shall be provided. Membership fees shall be non-refundable, and memberships shall not be transferable. Membership enrollment periods shall be October 1 through December 31 of each calendar year for the coverage period beginning January 1 and ending December 31 of the following calendar year. The annual membership fee shall be established by the city council and shall be payable with each membership application and renewal.

Sec. 50-74. Responsibility for fee payment.

The person receiving emergency medical services and any person contracting for the service shall be responsible for payment of the fee. In the case of service received by a minor, the parent or guardian of the minor shall be responsible for payment of the fee. Such fees or charges shall be payable to the City of Bedford, 2000 Forest Ridge, Bedford, Texas 76021.

Sec. 50-75. Exclusivity.

No person, firm, or corporation shall provide ambulance service for the transport of persons from locations within the corporate limits of the city, except as may be specifically authorized under agreements of the city, or by helicopter medical transport, or upon the determination of an emergency as authorized by the fire chief or his designee, or for the transport of deceased persons, or for nonemergency transports. All ambulances or transfer ambulances operating in the city must be currently licensed by DSHS to the level of services being performed.

Sec. 50-76. Nonemergency transport.

Any ambulance service not operating under the authority of the Fire Department that comes upon an emergency incident in the City or operating a nonemergency transfer call that escalates into an emergency call beyond their capability, shall immediately notify Fire Alarm Dispatch. Personnel from the ambulance service shall maintain management of this incident until such time as Fire Department personnel arrive on location. At such time, management of the incident will become the responsibility of Fire Department personnel.

Sec. 50-77. False reports.

It shall be unlawful for any person to willfully inform the 9-1-1 public safety dispatcher, or other police or fire official that an ambulance is needed at a location or address when such person knows that such statement is false.

Sec. 50-78. Hindrance, interference or obstruction of emergency medical personnel prohibited.

No person shall, with intent, hinder, interfere or obstruct personnel of the Fire Department in providing emergency medical care or transport for any person.

Sec. 50-79. Right to refuse service.

The Fire Chief or his designated representative retains the right to refuse ambulance transportation to nonemergency hospital or medical facility patients, when conditions are not in compliance with this article.

Sec. 50-80. Governmental function.

The operation and regulation of emergency medical service and ambulance service by the city and regulation of private ambulance service is hereby expressly deemed to constitute a governmental function pursuant to V.T.C.A., Civil Practice and Remedies Code Ch. 101, as now or hereafter amended.

Sec. 50-81. Violations and Penalties

Any ambulance service found operating in violation of this article shall be guilty of a misdemeanor and shall be fined not to exceed the amount allowed to be imposed under state law for each offense under this article.

SECTION 2. That all other ordinances in conflict herewith are hereby repealed.

SECTION 3. That if any section, paragraph, clause, phrase, or provision of this ordinance, shall for any reason be held to be invalid or unenforceable, the validity or unenforceability of such section, paragraph, clause, phrase, or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. That this ordinance shall be in full force and effect from and after its passage and publication as required by law.

PRESENTED AND PASSED this 12th day of October 2010, by a vote of ___ayes, ___nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



COUNCIL AGENDA BACKGROUND

PRESENTER:

Kirt White, Fire Marshal

ITEM:

Consider an ordinance amending the City of Bedford Code of Ordinances by amending Chapter 58 - Fire Prevention and Protection, Article IV - Fire Prevention; providing for a penalty; providing a severability clause; and declaring an effective date.

DISCUSSION:

The Fire Marshal annual permit fee, which is currently based on a tiered rate structure according to the size of a building's area, is primarily the responsibility of the property owner; whereas, the fees associated with the storage and sale of hazardous materials is the responsibility of the occupant offering the materials for sale. To be more consistent with the hazardous materials clause, an amendment needs to be made to the Code of Ordinances allowing the Fire Marshal to assess an annual permit fee to each occupant of a non-residential property rather than just the property owner. For example, if a commercial structure houses seven occupants, then the annual Fire Marshal permit fee will be assessed for each of the seven occupants. In addition, the Fire Department will collect fire alarm and fire sprinkler permits fees based on number of devices installed or modified instead of basing the fee on the cost of construction. Typos have also been corrected.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending the City of Bedford Code of Ordinances by amending Chapter 58 - Fire Prevention and Protection, Article IV - Fire Prevention; providing for a penalty; providing a severability clause; and declaring an effective date.

FISCAL IMPACT:

It is estimated that the change in this fee structure will result in an additional \$25,400 revenue for the General Fund.

ATTACHMENTS:

Ordinance

ORDINANCE NO. 10-

AN ORDINANCE AMENDING THE CITY OF BEDFORD CODE OF ORDINANCES BY AMENDING CHAPTER 58 – FIRE PREVENTION AND PROTECTION, ARTICLE IV- FIRE PREVENTION; PROVIDING FOR A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Fire Marshal annual permit fee is currently the responsibility of the property owner; and,

WHEREAS, the fees associated with the storage of and sale of hazardous materials is currently the responsibility of the occupant offering the material for sale; and,

WHEREAS, to be more consistent with the hazardous materials clause, the annual permit fee is to be assessed to each occupant of a non-residential property.

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

SECTION 1. That Chapter 58 – Fire Prevention and Protection, Article IV – Fire Prevention of the City of Bedford Code of Ordinances, is hereby amended to read as follows:

Sec. 58-96. Statement of purpose.

This article is to provide the city with rules and regulations to improve public safety by promoting the maintenance of equipment; regulating the use of structures, premises and open areas; providing for the abatement of fire hazards; establishing the responsibilities and procedures for code enforcement; and setting forth the standards for compliance.

Sec. 58-97. Code adopted.

This Code shall be known as the City of Bedford Fire Prevention Code. The articles of the International Fire Code (IFC), 2000 edition, save and accept such portions as are hereinafter deleted, modified, or added, shall be the Fire Prevention Code of the City of Bedford.

Sec. 58-98. Enforcement; office of fire marshal established.

The fire code shall be administered and enforced by the office of the fire marshal, which is hereby established. The fire chief shall appoint the fire marshal and shall designate members of the fire department as may be necessary from time to time to enforce the provisions of this fire code.

Sec. 58-99. Amendments.

The International Fire Code (IFC), 2000 edition, and the Bedford Fire Prevention Code are amended and changed as published in the following respects:

(1) Section 102 Applicability.

a. *Section 102.4 (IFC), Application of building code*, is amended as follows: The adoption of this fire code shall not automatically adopt any other edition of the International Model Codes.

b. *Section 102.6 (IFC)*, is amended as follows: The codes and standards referenced in this code shall be those that are listed in Chapter 45 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall

apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standards shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC Electrical Code shall mean the Electrical Code as adopted.

(2) *Section 202, General Definitions (IFC)*, is amended to include the following definitions:

a. *Code official.* The fire chief, fire marshal, or member of the fire department, charged with the duties of administration and enforcement of this code, or a duly authorized representative.

b. *Emergency access easement.* An access road or fire lane located on private property dedicated by the owner(s) of the property to provide fire apparatus access.

c. *High-rise building.* Any structure used for human occupancy and/or storage more than fifty five (55) feet above the lowest level of fire department vehicle access or with five (5) or more stories, excluding the basement. For the purpose of this code, building height shall be the highest point of the structure excluding penthouses.

d. *Self-service/storage facility.* Real property designated and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

(3) *Vehicle parking and storage.*

a. No motor vehicle shall be parked or stored; assembled or disassembled, at any time within any apartment, multi-family, motel, hotel or commercial building unless authorized by the fire marshal.

Exemption: vehicles within structures properly zoned as motor vehicle sales or service that comply with the other provisions of this code.

b. No motor vehicle shall be parked within ten (10) feet of any patio, stairs, or egress path at any apartment, multi-family unit, motel, hotel or commercial structure unless on an approved parking space.

(4) *General fire safety.*

a. Keep warm fires will be allowed at construction sites, provided the fire is kept in a metal barrel or can, covered with a wire screen and attended at all times. The keep warm fires must be at least ten (10) feet from all structures. The fire marshal may prohibit keep warm fires when wind or weather conditions are such that a fire hazard will be created.

b. The construction of commercial and multi-family structures shall not be allowed above the foundation until a fire lane and adequate water supply for fire protection has been provided in compliance with this code.

c. A temporary fire lane and water supply may be installed during construction when approved by the fire marshal.

d. Open burning as defined in Section 302 (IFC) shall be prohibited unless approved and permitted by the fire marshal due to special circumstances or civil disaster.

e. Recreational fires as defined in Section 302 (IFC) shall be prohibited unless approved by the fire marshal.

f. Exit doors and exit ways with electronic locking devices that must be released or operated to accomplish an emergency exit shall:

1. Disconnect or "drop out" when the fire alarm system is activated

2. A Knox type key release shall be installed on the exterior of all gates and doors to allow emergency access by the fire department.

(5) *Parking and storage of hazardous materials vehicles.*

a. No motor vehicle designed or utilized to transport hazardous materials, or required to post Department of Transportation (DOT) warning placards, shall be parked within the city without a fire marshal's permit.

Exception: Vehicles may be parked for one (1) hour for the purpose of loading or off loading cargo or eating a meal.

b. Hazardous materials vehicles shall not be parked within one hundred (100) feet of a residential structure except to deliver cargo, and must be parked only for less than one (1) hour.

(6) *Summary abatement.*

a. If the fire marshal or his authorized representative becomes aware of a condition or situation that by its very nature causes a hazard, they shall have the authority to have the hazard corrected immediately.

b. If the hazard cannot be immediately corrected, the fire marshal shall have the authority to assign the necessary fire protection personnel to provide as safe a situation as possible, until the hazard is corrected.

(7) *Board of appeals, Section 108 (IFC), shall be amended.*

a. The fire marshal's appeal board shall here and after be known as the building and standards commission, as defined by the Code of Ordinances, City of Bedford, Texas.

b. Appeals shall be in compliance with the Section 58.103 of this Code.

(8) *Compliance certification.*

a. A notarized letter shall be required by the fire marshal that indicates compliance with the fire code regarding technical installations of fire related equipment and systems.

b. Notarized letters may be required for the following:

1. Automatic fire alarm systems;
2. Automatic fire extinguishing systems;
3. Storage and use of explosives;
4. Storage of hazardous materials;
5. Fire appliance servicing;
6. Flame retardant application;
7. Liquefied gas installations and operations;
8. Radioactive material storage and handling;
9. Emergency lighting systems;
10. Emergency power system;
11. Security gates.

c. The letter shall be on company letterhead, and filed with the office of the fire marshal before final approval of the activity or installation.

d. All fire extinguishing system installations shall be inspected by the fire marshal.

e. All compliance testing shall be witnessed by the fire marshal.

(9) Exit ways--Hotels, motels and multi-family.

- a. All public exit ways and balconies shall be constructed of material having a class "C" flame spread seventy five (75) to two hundred (200) flame spread.
- b. All balconies and landings utilized as exit ways shall have a minimum length of height eight (8) feet and a minimum width of four (4) feet.

(10) Fire hydrants.

- a. All fire hydrants, located on public or private property, shall be painted an approved shade of red.
- b. Hydrants may be color coded to indicate the water flow or water main size as required by N.F.P.A. Standard 291- "Fire Flow Testing and Marking of Hydrants".
- c. Fire hydrants shall be installed as follows:

1. *Section 508.1.1 (IFC), Where required,* is amended as follows: When a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than three hundred (300) feet from a hydrant on the fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire marshal.

Exception: For Group R-3 and Group U occupancies, the distance requirement shall be five hundred (500) feet.

Exemption 2 is deleted.

2. The location of fire hydrants on private property or along fire access roads shall be approved by the fire marshal.
3. Fire system connections: Fire hydrants shall be located within a three hundred (300) foot hose lay of the fire department connections to the protection system(s). Fire department connections shall have a forty two inch (42") by forty two inch (42") concrete pad below each connection.
4. Fire hydrants not installed on public street shall be looped to provide a water supply from two (2) directions.

(11) Automatic fire sprinkler systems.

a. *Section 902, (IFC) Definitions,* is hereby amended to include the following definition:
Fire area. The fire area is the aggregate floor area of a building regardless of the installation of fire walls, fire barriers, fire partitions, or demising walls. For the purpose of calculating fire sprinkler requirements the total building will be considered one (1) structure. Buildings must be separated by at least twenty (20) feet to be considered separate buildings.

b. *Section 902.1.2, (IFC) Residential sprinklers,* is amended as follows:

1. Unless specifically allowed by this code, residential sprinkler systems installed in accordance with NFPA 13D or NFPA 13R shall not be recognized for the purposes of exemptions or reductions, commonly known as "trade-offs", permitted by other requirements of this code.
2. In addition, residential sprinkler systems installed in accordance with NFPA 13R must include attic protection.

c. *Section 903.2.8, (IFC) Group R-2,* is amended as follows: An automatic sprinkler system shall be provided throughout all buildings with a Group R-2 occupancy and where

the fire area is two (2) stories in height, including basements, or where the building has more than three (3) dwelling units. Any Group R-2 occupancy three (3) or more stories in height shall be required to have a sprinkler system meeting the requirements of NFPA Standard 13.

d. *Section 903.2.10.2, (IFC) Bulk storage of tires*, is amended as follows: Buildings and structures where the area for the storage of tires exceeds ten thousand (10,000) cubic feet shall be equipped throughout with an automatic fire sprinkler system meeting the requirements of NFPA Standard 13.

e. *Section 903.2.10.3, (IFC) Self-service storage facilities*, is amended as follows: An automatic sprinkler system meeting the requirements of NFPA Standard 13 shall be installed throughout all self-storage facilities.

f. *Section 903.2.12.4, (IFC) High-piled combustible storage* is amended as follows: Any building designed or used for high-piled storage, with a clear height exceeding twelve (12) feet shall be equipped throughout with an automatic fire sprinkler system meeting the requirements of NFPA Standards 13.

g. *Section 903.2.12.5, (IFC) Spray booths and rooms*. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

h. *Section 903.2.12.6, (IFC) Buildings over six thousand (6,000) square feet*. All provisions of this code are hereby amended to require an automatic sprinkler system throughout all buildings with a fire area over six thousand (6,000) square feet, including single family residences, or where the structure is three (3) or more stories in height, excluding the penthouse.

Exception: Open parking garages in compliance with Section 406.3 of the building code, provided fire department stand pipes and connections are installed in such a way that no portion of the garage is more than a one hundred (100) feet unobstructed hose lay from the connection.

i. *Section 903.3.5, (IFC) Water supplies*. Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against back flow in accordance with the requirements of this section.

j. *Section 905.9, (IFC) Valve supervision*, is amended to include the following: Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water-flow for more than forty five (45) seconds. All control valves in the sprinkler and standpipe systems except for the fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the control station upon tampering.

k. *Section 907.1.3, (IFC) Design standards*, is amended as follows.

1. All fire alarm systems, new or replacement, serving fifty (50) or more alarm actuating devices shall be addressable fire detection systems. Fire alarm systems serving more than seventy five (75) smoke detectors or more than two-hundred (200) total alarm activating devices shall be analog intelligent addressable fire detection systems.

2. Existing systems need not comply unless the total building remodel or expansion, initiated after the effective date of this code, as adopted, but shall comply with the provisions of 58.99.

Amendments, (19) Reconstruction/Remodel.

l. Section 907.2.3, (IFC) Group E, is amended as follows: A manual fire alarm system shall be installed in Group E educational occupancies. When automatic sprinkler systems and smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detector system shall be installed in Group E day care occupancies. Unless separated by a minimum of one thousand (1000) feet open space, all buildings, whether portable buildings or the main building, will be considered one (1) building for occupant load considerations and the interconnection of fire alarm systems.

m. Section 907.3, (IFC) Where required, is amended as follows: All manual alarm actuating devices shall be an approved double action type.

n. Notarized letters indicating all work has been performed as permitted and that the work meets code requirements must be submitted at final inspection.

o. No system shall be approved until a complete inspection of materials and a functional test has been completed and witnessed by the fire marshal. The installer/technician must be present for all inspections and testing.

p. *Installation schedule:* Approved fire sprinkler systems shall be operational in a building under construction when:

1. The building is sufficiently constructed to the point that the exterior sheathing and roof have been installed; or

2. At the start of combustible interior construction; or

3. When there is an accumulation of combustible material within the building including, but not limited to, building supplies, rubbish and furniture, or

4. When the building goes under conditioned atmosphere.

q. *Wet sprinkler system:* Whenever the outside atmospheric temperature is predicted to be below twenty five (25) degrees Fahrenheit for six (6) or more hours, a wet sprinkler system may be drained to prevent freeze damage, provided:

1. It has been determined by a fire sprinkler service technician and the fire marshal that there is not adequate freeze protection for the system.

2. The owner/occupant notifies the fire department that the system will be drained.

3. The owner/occupant provides an alternate means of early fire discovery and control by the employment of approval twenty four (24) hour security personnel, and/or an approved fire alarm and detection system to supplement the fire sprinkler systems. Alarms must be monitored twenty four (24) hours a day by an approved central monitoring service.

4. When the temperature rises above thirty (30) degrees Fahrenheit the drained systems shall be restored. It is the intent of this section that a fire sprinkler system will be in service and operational at all times except the rare cases of very cold weather.

(12) Fees and permits.

a. The fire marshal's office shall collect the approved fees for inspections, certificates of occupancies, annual permits, the sale and storage of hazardous materials and other permits as required by the ordinances of the City of Bedford.

b. The minimum cost of a permit shall be thirty dollars (\$30.00) unless otherwise indicated in the approved fee schedules adopted by the city. When a permit is required, the permit fee shall be doubled when work or construction has occurred without obtaining the appropriate permits. In those cases where the work occurs on City of Bedford

property and no permit fee is required, an amount equal to the initial permit cost shall be charged for failure to obtain a permit.

c. Annual fire marshal permit fees shall be due on or before February first (1st), unless otherwise indicated on the permit.

d. Payment of annual permit fees shall be the responsibility of the property owner and business owner. Fees for the storage and sale of hazardous materials shall be the responsibility of the occupant who offers the material for sale.

e. Any occupancy hereafter opening for the purpose of doing business in Bedford, as evidenced by application to the Building Official for a Certificate of Occupancy, shall pay a fee for an initial Fire Code compliance inspection and for the establishment on an inspection file. This fee shall be collected by the Building Official at the same time that the Certificate of Occupancy fee is collected. This fee is based on square footage as indicated in the fee schedule.

f. The fire marshal may request copies of bid documents or other items to verify the estimated cost of construction when calculating permit fees.

(13) Security gates: Section 503.6 (IFC) Security gates. Section 503.6 is hereby amended as follows: Where security gates are installed, they shall be installed to comply with this section.

a. Definitions.

1. As used herein, a security gate shall be any device located on private property which prohibits access of motor vehicles. It includes, but is not limited to, a metal or wood swing railing extended across a street, private drive or fire lane, which can only be opened by a human operator situated on the premises or by remote control or both.

2. The owner shall mean a person, corporation, partnership, association or any other similar entity.

3. Light duty metal chain means a chain with the maximum diameter of metal in the chain links being one quarter (1/4) inch, and does not mean high-test proof, coil chain and other than tempered chain, regardless of size.

4. Main gate means a security gate located on private property where more than one (1) security gate exists. The owner shall designate in writing to the fire department the main gate.

b. Main gates.

1. Main gates shall be located at least thirty (30) feet back from the inside edge of the sidewalk, or forty (40) feet from the actual start of the thoroughfare.

2. All main gates shall be electrically operated, with a manual disconnect in case of a power failure. The manual disconnect is to be placed in a weather tight box, with a piano-type hinge on one side and a KNOX BOX, PL-1 padlock and hasp on the other side.

3. All main gates shall open with the fire department KNOX K 2 key-operated switch. The KNOX key-operated switch shall be provided and installed by the owner. The key-operated switch is to be located ten (10) feet from the gate, on the left side of the approach, placed on a pedestal with the key switch facing the fire lane. The key switch shall be no closer than four feet six inches (4' 6") or no farther than five feet five inches (5' 5") from the ground.

4. The owner shall furnish the fire department the necessary number of tenant access cards, so fire personnel may gain access during emergency calls.

5. Where a security gate is installed with a median, the entry side of the gate shall have a minimum opening and driving surface of twenty (20) feet. (Section 503.6 is hereby deleted).

6. Optically controlled emergency entry devices.

(a) All electronic security gates commercial and residential shall be equipped with an optically controlled emergency override device that is compatible with the optical activation devices installation on fire apparatus. The devices shall provide for the opening of the gates as fire apparatus approaches and exits the property.

(b) The fire marshal shall approve the installation of all devices and shall inspect the installations upon completion to determine compliance.

(c) *Security gates.* It shall be unlawful for a security gate to be placed within a public access or fire lane easement, unless such gate complies with the following:

1. The minimum fire lane width requirement of twenty (20) feet and the minimum height requirement of fourteen (14) feet shall be maintained on the entrance side of all security gates.

2. Wooden security gates shall be constructed to break away at the base on minor impact or the application of manual pressure at the end most remote point from the mounting base. The side of the wooden rails shall be a maximum of five inches (5") by three quarter inches (3/4") where attached to the mounting base. The wooden railing shall be of soft wood and mounted on the base by a knife-edge bracket or scored to create a weak point to break away.

3. Horizontal swing security gates shall be so constructed mounted and maintained whereby such gates will open fully when manual pressure is applied by an average size individual. When opened, the gates must remain open.

4. Security gates other than electronic gates can be locked with a light duty chain and lock with the approval of the fire department.

d. *Application for security gates.* An application to install security gates shall be submitted to the fire marshal and must include adequate plans to indicate and ensure that code compliance shall be provided. Security gates may be installed only after receipt of a permit from the fire marshal.

e. *Disclaimer of liability.* Upon approval from the city for the owner to restrict public access to motor vehicles, the city hereby disclaims any and all liabilities resulting from damages sustained by any person or owner, either directly or indirectly, as a result of any emergency function of the city, where such damage is occasioned by the noncompliance of any owner with the provisions of this section.

(14) *Fire alarms.*

a. *Section 907.2.1 (IFC), Group A,* is amended as follows: A manual fire alarm shall be installed in accordance with NFPA 72 in Group A occupancies having an occupant load of one hundred (150) or more. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm as required for Group E occupancies.

b. *Fire alarm permits.*

1. The permit fee for the construction, repair, alteration or relocation of a fire alarm system shall be determined based on the fee schedule as required by the ordinances of the City of Bedford.

2. All fire alarm systems shall be designed and constructed so the failure, malfunction, or removal of any single device or failure of the wiring to a device does not interfere with the operation of other devices in the system.

c. Pre-recorded or voice message fire alarms shall not be approved unless accompanied by a fire alarm signal of audio-visual devices that meet the minimum standards of the Americans with Disabilities Act (ADA).

d. Notarized letters indicating all work has been performed as permitted and that the work meets code requirements must be submitted at final inspection.

e. No system shall be approved until a complete inspection of materials and a functional test has been completed and witnessed by the fire marshal. The installer/technician must be present for all inspections and testing.

(15) Fire Apparatus Roads, Fire Lanes and Emergency Access Easements Section 503 (IFC) Fire Apparatus Access Roads is amended as follows:

a. **Section 503.2.1 Dimensions.** Fire apparatus access road and fire lanes shall have an unobstructed width of not less than twenty four (24) feet, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than fourteen (14) feet. Fire lanes shall have a minimum centerline turning radius of thirty (30) feet. Unless otherwise approved by the fire department fire lanes shall be installed before construction proceeds above grade (slab). Temporary fire lanes may be installed provided they have been approved by the fire department.

b. **Section 503.2.2 Authority.** The fire marshal shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations.

c. **Section 503.2.7 Grade.** Section 503.2.7 (IFC) is amended as follows: The grade of the fire apparatus access road/fire lane shall be within the limits established by the fire marshal based on the fire department's apparatus. When the grade is greater than six percent (6%) formal approval is required. At no time shall grade be greater than eight percent (8%).

d. **Section 503.3 Marking.** Section 503.3 (IFC) is amended as follows: Approved striping or, when allowed by the fire marshal, signs, or both, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs and striping shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

1. **Striping.** Fire apparatus access roads shall be marked by painted lines of reflective red traffic paint a minimum of four inches (4") or a maximum of six inches (6") in width to show the boundaries of the lane. The words "NO PARKING--FIRE LANE" or "FIRE LANE--NO PARKING" shall appear in four inch (4") white letters at twenty five feet (25') intervals on the red bordered marking along both sides of the fire lane. Where a curb is available, the striping shall be on the vertical face of the curb.

2. **Signs** shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be a minimum of twelve inches (12") wide and eighteen inches (18") high. Signs shall be reflective, on a white background with letters and borders in red, using not less than two inch (2") lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6' 6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart. Signs shall be installed on permanent buildings or wall or as approved by the fire marshal.

3. **Reflective supplemental address** shall be installed in conjunction with fire lane marking at all multi-family occupancies in excess of four (4) dwelling units, club rooms

and offices where a single street address number is used to designate the buildings official address.

(a) The marking shall be a minimum of twenty four inches (24") by twelve inches (12") red rectangle painted on the pavement, in conjunction to the red fire lane markings.

(b) The red rectangle shall have white reflective numbers that indicate the street address of the building. Numbers shall be in a bold font, measuring a minimum of ten inches (10") in height, easily readable from a moving vehicle.

(c) Supplemental street numbers shall only be installed on private property, near the center of the building. Where the front and the end of the building border a fire lane, the numbers shall be required on each side.

(d) Maintenance of the supplemental numbers shall be the same as required for fire lanes.

e. *Section 503.4 Obstructions of fire apparatus access roads.* Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1, and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times. A vehicle stopped or standing in a fire lane, when attended by a licensed driver capable of relocating the vehicle on command, shall not be deemed in violation of this section, provided the vehicle does not impede the designed traffic flow.

f. *Section 503.6 Security Gates.* Where security gates are installed, they shall be installed to meet the standards of the Bedford Fire Prevention Code, Section 58.99, (13).

g. Dead end fire access roads/lanes are prohibited unless an approved turnaround is installed to comply with Appendix D-103.4 of the International Fire Code. At no time shall the minimum required width of the access road/fire lane be less than twenty four feet (24').

h. Emergency access easements and access roads, when assigned a street name for the purpose of addressing, shall have street name signs a minimum of six and one half (6.5") inches high in a format approved by the City of Bedford Public Services Department. Installation and maintenance of the signs shall be the responsibility of the owner/operator of the property.

(16) *Fixed fire protection systems.*

a. A permit shall be required for the installation, reconstruction, modification, moving or alteration of any fixed system.

b. The permit application shall be submitted to the office of the fire marshal and must have attached to the application detailed construction plans and a copy of the applicant's state license.

c. The permit fee for the construction, repair, alteration or relocation of a fixed system shall be calculated based on the fee schedule.

d. Work shall not begin on any system without first obtaining a permit.

Exemption: Emergency repairs due to system malfunctions or discharging may begin, provided a permit is obtained the next working day.

e. Notarized letters indicating all work has been performed as permitted and that the work meets code requirements must be submitted at final inspection.

f. No system shall be approved until a complete inspection of materials and a functional test has been completed and witnessed by the fire marshal. The installer/technician must be present for all inspections and testing.

(17) *Special fire inspections.*

a. All fire sprinkler, stand pipe, fixed fire extinguishing systems and fire alarms shall be inspected every twelve (12) months by a technician properly licensed by the State of Texas.

b. The licensed technician/company making the inspection shall notify the office of the fire marshal and the owner/occupant immediately when a system fails to pass a required test and/or is found inoperative.

(18) *State licensees.*

a. All repair and installation of fire alarm, fire sprinkler and fixed extinguishing systems shall require the presence of a State of Texas licensed technician on the job site.

b. The licensed technician shall be able to present a copy of appropriate State of Texas licenses upon request.

(19) *Reconstruction/Remodel.*

a. A building that is being altered, remodeled or reconstructed shall comply with current fire codes in regard to:

1. Panic Hardware
2. Fire Alarms
3. Exit Lights
4. Emergency Lighting
5. Exits and Exit Ways
6. Fire Protection Systems

b. When applicable, permits shall be obtained and compliance inspections performed.

c. A building or structure shall be considered under construction or re-construction when:

1. Greater than fifty percent (50%) of the total floor area is changed or altered in one or more construction phases over a two (2) year period, or,
2. The cost of the construction is greater than fifty percent (50%) of the appraised value of the structure.

(20) *Elevator recall.*

a. Where elevator travel is in excess of two (2) floors, the elevator shall be fire fighter recalled to the designated level by the initiation of any automatic fire alarm in the building.

b. Where a shunt trip mechanism is present, a smoke and heat activated device shall be provided to return the elevator car to an egress point approved by the fire marshal.

(21) *Open flame cooking devices at apartments: Section 307.5 (IFC), Open burning,* is hereby amended to delete open-flame cooking devices. All open-flame and outdoor cooking shall be in compliance with this section. The use of open flame cooking devices shall be as follows:

a. It shall be a violation of this code for any person to use, allow or permit the use of a fixed or portable grill or cooking device that uses an open flame or electrical element

within ten feet (10') of any multi-family structure, under any covered portion a multi-family structure, or under any covered parking structure or portion thereof.

b. It shall be a violation of this code for any person to own or manage any multi-family structure without installing and maintaining on each balcony, patio and landing of each dwelling unit an approved sign readily visible to the occupants that prohibits the use of any grill, hibachi or smoker within ten feet (10') of all apartment structures. Signs shall be at least thirty (30) square inches with the word "PROHIBITED" in one inch (1") letters, and the remaining message in at least one quarter inch (1/4") letters, red on white, and provide the following warning:

TABLE INSET:

<p>-PROHIBITED- THE USE OF ANY GRILL, HIBACHI, OR SMOKER IN OR WITHIN TEN FEET (10') OF ALL APARTMENT STRUCTURES, PATIOS AND CARPORTS. BEDFORD FIRE CODE - FINE UP TO TWO THOUSAND DOLLARS (\$2000.00)</p>

c. It shall be a violation of this code for any person to own or manage any multi-family structure without providing the fire marshal, upon request, written proof that each tenant has been advised of the prohibition on cooking with grills and cooking devices. Such proof shall consist of a warning document signed by the tenant and kept in the lease files that indicates the tenant is aware of the prohibition and that the sign is in place.

d. Existing apartment complexes shall comply with the provisions of this code within one hundred eighty (180) days of approval. The restriction on the use of cooking devices shall become effective immediately

(22) Premises identification, Section 505.1 (IFC), Address Numbers is amended as follows:

a. New and existing buildings shall have approved address numbers, building numbers, or approved building identification placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of eight inches (8") high with a minimum stroke width of one inch (1").

b. Where buildings contain multiple occupancies the suite number and/or address shall appear on the front of the building and the back door of each occupancy.

(23) Furnishings, Section 803.2 Artwork, is amended by adding the following exemption.

Corridors protected by an approved automatic sprinkler system installed in accordance with this code shall be limited to fifty percent (50%) of the wall area.

(24) Section 804 Decorative Vegetation. Section 804.1.1 (IFC), Natural Cut Trees, is amended by adding the following Exception:

a. Trees located in areas protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 shall not be prohibited in Groups A, E, M, R-1 and R-2.

b. Trees shall not be prohibited inside private dwelling units of Group R-2 Occupancies.

(25) Section 2703.3.1.4 Responsibility for Cleanup. Is hereby amended to include the following: Any cost associated with a fire department response to accomplish control and mitigation of an unauthorized discharge may be charged back to the person, firm or corporation responsible for the release.

Sec. 58-100. Storage of Flammable or Combustible Liquids.

(a) The storage of flammable or combustible liquids in an outside above ground storage tank is prohibited.

Exceptions:

1. An exception may be granted by the fire marshal during an emergency operation, at construction sites, and other locations where underground installations cannot be utilized. At no time will the sale or distribution of flammable or combustible liquids be allowed from above ground storage tanks by gravity, portable pump powered by vehicle batteries or pneumatic pressure.

2. Above ground fuel tanks that comply with IFC Chapter 34 may be allowed for commercial and retail purposes when permitted by the fire marshal.

(b) The storage of flammable or combustible liquids at construction sites shall require a permit from the fire marshal's office. All fuel tanks shall be at least ten feet (10') off the roadway and shall be provided with impact protection.

Sec. 58-101. Amendments Storage and Distribution of Liquefied Petroleum Gas (LPG), Compresses Natural Gas (CNG) and Liquefied Natural Gas (LNG).

(a) The storage, sale, and distribution of LPG, CNG and LNG shall be in compliance with the rules and regulations established by the Texas Railroad Commission and the provisions of the International Fire Code.

(b) The use of LPG, CNG or LNG as a heating or cooking fuel shall be prohibited where natural gas service is available. The fire marshal shall approve the size and location of LPG, CNG and LNG storage tanks.

(c) LPG storage shall not exceed two hundred fifty (250) gallons per installation unless approved by the fire marshal.

(d) Storage tanks shall be installed a minimum of ten feet (10') from all ignitions sources and five feet (5') from all property lines and structures.

(e) A permit shall be required for the installation and/or removal of any LPG, CNG or LNG container or equipment. The permit shall be obtained before the start of any work and the cost of the permit shall be by the City of Bedford fee schedule.

(f) Where portable LPG containers are required for jewelry repair, dental labs, portable cookers, and other services, individual containers shall not exceed twenty (20) pound water capacity and the aggregate capacity on premises shall not exceed sixty (60) pounds water capacity (three (3) containers). Each container shall be separated from other containers by a distance of not less than twenty feet (20').

Exemption: Such events where commercial outdoor cooking is required provided a permit is issued by the City of Bedford and the site is inspected by the fire marshal's office.

(g) It shall be a violation of this code to dispense LPG, CNG or LNG from a vehicle parked on a public street or roadway.

Sec. 58-102. Storage of explosives or blasting agents.

(a) The storage of explosives or blasting agents within the city is prohibited without a permit from the fire marshal.

(b) All use and storage of explosives and blasting agents shall be in compliance with the standards of the National Fire Code and Chapter.

Sec. 58-103. Appeal from decision of fire marshal.

(a) Whenever the fire marshal disapproves an application, or refuses a permit applied for, or when it is claimed that the provisions of this code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the fire marshal to the building and standards commission.

(b) An application for appeal shall be filed in accordance with the provisions of section 22-35, Code of Ordinances.

Sec. 58-104. Penalty.

(a) Any person who shall violate any of the provisions of this article or shall fail to comply therewith or with any requirement thereof shall be deemed guilty of a misdemeanor and shall be liable to a fine and, upon conviction of any such violation, shall be fined up to the maximum amount allowed by law.

(b) This provision is intended to comply the state and local law relating to penalties and the provisions of Section 109.3 (IFC)

SECTION 2. That all other ordinances in conflict herewith are hereby repealed.

SECTION 3. That if any section, paragraph, clause, phrase, or provision of this ordinance, shall for any reason be held to be invalid or unenforceable, the validity or unenforceability of such section, paragraph, clause, phrase, or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. That this ordinance shall be in full force and effect from and after its passage and publication as required by law.

PRESENTED AND PASSED this 12th day of October 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



COUNCIL AGENDA BACKGROUND

PRESENTER:

David Flory, Police Chief

ITEM:

Consider an ordinance amending the City of Bedford Code Of Ordinances Chapter 82 - Offenses and Miscellaneous Provisions by creating a new Article V. "Illegal Smoking Products and Ingestion Devices" to prohibit the use, purchase, possession and sale of illegal smoking products containing certain plant, plant products and their derivatives or other substances, and ingestion devices used in connection with the illegal smoking products; dispensing with a culpable mental state; and providing a penalty; providing an affirmative defense for authorized medical use or use in landscaping; and providing a repealer clause, a severability clause, a savings clause, and an effective date.

DISCUSSION:

Smokable herbal blends marketed as "legal highs" have become increasingly popular and as easy to buy as cigarettes, including in retail stores within the city limits of Bedford.

The blends of exotic herbs and other plants have been sprayed or coated with one or more chemicals that, when smoked, produce euphoria. They are commonly labeled as herbal incense to mask their intended purpose. These contain drugs that are dangerous and should be illegal.

"K2" is a brand name for a dried herbal blend that can be smoked. It produces a high similar to that of marijuana but doesn't contain tetrahydrocannabinol (THC), the psychoactive chemical in marijuana. Instead, K2 contains synthetic chemicals, known as JWH-018 and JWH-073, that mimic THC by acting on the cannabinoid receptors in the brain.

JWH-018 and JWH-073 are produced in China and unregulated in the United States. Similar products have been produced and marketed under names such as Spice, Genie, Blaze, Red X Dawn and Zohai. Since 2009, the Drug Enforcement Administration has been receiving reports of the abuse of these herbal products.

Research has linked naturally produced marijuana to health issues, including schizophrenia. With synthetic marijuana being even more potent, its potential damage is unknown, but most likely more severe.

The American Association of Poison Control Centers and the U.S. Department of Justice have published articles and opinions on the dangers and physiological effects of K2 and similar substances, which are believed to pose a significant health concern to the citizens of the City of Bedford.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending the City of Bedford Code Of Ordinances Chapter 82 - Offenses and Miscellaneous Provisions by creating a new Article V. "Illegal Smoking Products and Ingestion Devices" to prohibit the use, purchase, possession and sale of illegal smoking products containing certain plant, plant products and their derivatives or other substances, and ingestion devices used in connection with the illegal smoking products; dispensing with a culpable mental state; and providing a penalty; providing an affirmative defense for authorized medical use or use in landscaping; and providing a repealer clause, a severability clause, a savings clause, and an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance

ORDINANCE NO. 10-

AN ORDINANCE OF THE CITY OF BEDFORD, TEXAS ADOPTING A NEW ARTICLE V. OF THE CITY OF BEDFORD CODE OF ORDINANCES CHAPTER 82 ENTITLED, ILLEGAL SMOKING PRODUCTS AND INGESTION DEVICES TO PROHIBIT THE USE, PURCHASE, POSSESSION AND SALE OF ILLEGAL SMOKING PRODUCTS CONTAINING CERTAIN PLANT, PLANT PRODUCTS AND THEIR DERIVATIVES OR OTHER SUBSTANCES, AND INGESTION DEVICES USED IN CONNECTION WITH THE ILLEGAL SMOKING PRODUCTS; DISPENSING WITH A CULPABLE MENTAL STATE; AND PROVIDING A PENALTY; PROVIDING AN AFFIRMATIVE DEFENSE FOR AUTHORIZED MEDICAL USE OR USE IN LANDSCAPING; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas (the "City Council") has been informed by the City of Bedford Police and Fire Department that the American Association of Poison Control Centers and the U.S. Department of Justice have published articles and opinions on the dangers and physiological effects of K2 and similar substances, which are believed to pose a significant health concern to the citizens of the City of Bedford; and,

WHEREAS, City of Bedford Police and Fire Department officials have already responded to a recent call involving the ingestion of products marked as "K2" by young members of our community, whereby a party had to be transported to the hospital for medical treatment; and,

WHEREAS, based upon further information from the City of Bedford Police Department, certain substances are sold under various names including, but not limited to: "Salvia Divinorum," "Salvinorin A," "Spice", "Gene," "Dascents," "Zohai," "Sage," "K-2," and "KO Knock-Out 2," and are likely to contain chemical compounds or otherwise cause effects similar to marijuana or hallucinogens and may cause harmful effects by their use and further, the long term effects of which are not yet known; and,

WHEREAS, to the best of the City Council's knowledge, the substances are not yet categorized as illegal controlled substances under state or federal law; and,

WHEREAS, the City Council finds that the effect of these substances can be a health concern and risk to the citizens of the City of Bedford; and,

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety and welfare to prohibit the use, possession and sale of these substances and the devices used to ingest these substances.

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

SECTION I. That the statements above are found to be true and correct and are hereby incorporated.

SECTION II. A new Article V, Illegal Smoking Products and Ingestion Devices of Chapter 82 is adopted to prohibit the use, purchase, possession, sale and offering for sale of illegal smoking products and ingestion devices to read in its entirety as follows:

ARTICLE V. ILLEGAL SMOKING PRODUCTS AND INGESTION DEVICES

Purpose.

The purpose of this article is to prohibit the use, possession, sale, ingestion or smoking of illegal smoking products and ingestion devices hereinafter defined within the city limits of the City of Bedford.

Section 85-125. Definitions.

The following words and phrases as used in this section shall have the meanings as set forth in this subsection.

“Person” shall mean an individual, corporation, partnership, wholesaler, retailer or any licensed or unlicensed business.

“Illegal Smoking Product” shall mean any plant or other substance, whether described as tobacco, herbs, incense, spice, or any blend thereof, regardless of whether the substance is marked for the purpose of being smoked, which includes any one or more of the following substances or chemicals:

- (1) Salvinorin A: Contained within the Salvia Divinorum plant, whether growing or not; or possessed as an extract, compound, manufacture, derivative, mixture, or preparation of such plant; or
- (2) 2-[(1R, 3S)-3-hydroxycyclohexyl]-5-(2-methylcycatan-2-yl) phenol (also known as CP 47, 497) and homologues; or
- (3) 1-Pentyl-3-(1-naphthoyl) indole (also known as JWH-018); or
- (4) Butyl-3(1-naphthoyl) indole (also known as JWH-073); or
- (5) Any products sold, distributed or possessed in the form of incense or herbal smoking blends under the names such as “K-2,” “K-2 Summit,” “K-2 Sex,” “Genie,” “Spice,” “Dascents,” “Zohai,” “Sage,” “Pep Spice,” “Solar Flare,” “K-O Knockout 2,” “Spice Gold,” “Spice Diamond,” “Spice Cannabinoid,” “Yucatan Fire,” “Fire N Ice,” “Salvia Divinorum,” or related products or chemicals when ingested produce intoxicating effects similar to marijuana.

“Ingestion Device” shall mean equipment, a product or material that is used or intended for use in ingesting, inhaling, or otherwise introducing an illegal smoking product into the human body, including:

- (1) a metal, wooden, acrylic, glass, stone, plastic, or ceramic pipe with or without a screen, permanent screen, hashish head, or punctured metal bowl;
- (2) a water pipe;
- (3) a carburetion tube or device;
- (4) a smoking or carburetion mask;
- (5) a chamber pipe;
- (6) a carburetor pipe;
- (7) an electric pipe;
- (8) an air-driven pipe;
- (9) a chillum;
- (10) a bong; or

(11) an ice pipe or chiller.

Section 82-126. Violation.

- (a) It shall be unlawful for any Person to use, possess, purchase, barter, give, publicly display, sell or offer for sale any Illegal Smoking Product.
- (b) It shall be unlawful for any Person to use or possess an Ingestion Device with the intent to inject, ingest, inhale or otherwise introduce into the human body an Illegal Smoking Product.
- (c) The culpable mental state required by Chapter 6.02 of the Texas Penal Code, as amended, is specifically negated and dispensed with and a violation is a strict liability offense.
- (d) Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine of up to five hundred dollars (\$500.00), or the maximum amount allowed by law, for each offense. Every day a violation continues shall constitute a specific offense.

Section 82-127. Affirmative Defense.

- (a) It shall be an affirmative defense for a Person charged with an offense for possession or use of an Illegal Smoking Product that the use or possession was pursuant to the direction or prescription of a licensed physician or dentist authorized to direct or prescribe such act.
- (b) It shall be a primary affirmative defense that the sale or possession by a person of Salvinorin A was in conjunction with ornamental landscaping and used solely for that purpose.

SECTION III. All provisions of the Code of Ordinances of the City of Bedford, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Bedford, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION IV. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

SECTION V. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions at the time of passage of this Ordinance.

SECTION VI. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PRESENTED AND PASSED this 12th day of October 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



COUNCIL AGENDA BACKGROUND

PRESENTER:

John F. Kubala, P.E., Public Works Director

ITEM:

Consider a resolution authorizing the City Manager to enter into a professional services contract with Schrickel, Rollins & Associates, Inc. for the design of the Schumac Lane/ Monterrey Street Drainage Improvements in the amount of \$106,000.

DISCUSSION:

The existing drainage system in the Schumac Lane/Monterrey Street area of the City cannot handle the required 100-year storm frequency. This results in flooding of several homes in the 1700 block of Schumac Lane. In addition, the street at this low point experiences a storm water depth in excess of four feet. Vehicles have been stranded in the water in the past. A drainage study prepared for the City in May 2002 recommended upgrading the drainage system. The Opinion of Probable Cost for the construction phase of the entire project at this time is \$1,245,850. What is being requested tonight is for the design of the drainage improvements in the amount of \$106,000.

RECOMMENDATION:

Staff recommends the following motion:

Approval a resolution authorizing the City Manager to enter into a professional services contract with Schrickel, Rollins & Associates, Inc. for the design of the Schumac Lane/ Monterrey Street Drainage Improvements in the amount of \$106,000.

FISCAL IMPACT:

Funding of \$106,000 for this professional services contract will come from the Storm Water Fund Operating Budget.

ATTACHMENTS:

Resolution
Contract
Exhibit A
Opinion of Probable Cost

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH SCHRICKEL, ROLLINS AND ASSOCIATES, INC. FOR THE DESIGN OF THE SCHUMAC LANE/MONTERREY STREET DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$106,000.

WHEREAS, the City Council of Bedford, Texas determines that flooding issues exist in the Schumac Lane/Monterrey Street area; and,

WHEREAS, the City Council of Bedford, Texas determines necessity for improving the existing drainage system in the Schumac Lane/Monterrey Street area to solve this problem.

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

SECTION 1. That the City Council of Bedford, Texas does hereby authorize the City Manager to enter into a professional services contract with Schrickel, Rollins & Associates, Inc. for the design of the Schumac Lane/ Monterrey Street Drainage Improvements in the amount of \$106,000.

SECTION 2. That funding of \$106,000 for this professional services contract will come from the Storm Water Fund Operating Budget.

PASSED AND APPROVED this 12th day of October 2010, by a vote of ___ayes, ___nays and ___abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

CONTRACT FOR ENGINEERING SERVICES

STATE OF TEXAS §

COUNTY OF TARRANT §

THIS CONTRACT AND AGREEMENT made and entered into this ____ day of _____, 2010, by and between the **CITY OF BEDFORD**, a municipal corporation of Tarrant County, Texas, hereinafter referred to as "Owner," and **Schrickel, Rollins and Associates, Inc.**, 1161 Corporate Drive West, Suite 200, Arlington, Texas 76006, hereinafter referred to as "Engineer."

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

Employment of Engineer: The Owner hereby employs the Engineer and the Engineer agrees to perform certain professional services hereinafter set forth, but not limited to same, necessary for the construction of drainage improvements, utility adjustments and pavement repairs, the extent of which is as follows:

SCHUMAC LANE / MONTERREY STREET DRAINAGE PROJECT

being located within the City of Bedford, Tarrant County, Texas, and hereinafter referred to as the "Project."

I.

CHARACTER AND OUTLINE OF SERVICES

BASIC SERVICES

The Engineer will furnish the required designs, drafting, clerical, etc., services necessary to prepare complete plans.

The Engineer shall prepare an opinion of probable cost for the project.

The Engineer will assist the Owner in the advertisement of the Project for bids.

The Engineer will assist the Owner in opening and tabulation of bids as well as recommending to the Owner appropriate action on the proposals received.

The Engineer will make periodic visits to the site (as distinguished from continuous services of resident Project Representative) to observe the progress and quality of the

executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.

The Engineer will be responsible for printing and assist the Owner in distribution of plans for project bidders.

ADDITIONAL SERVICES

The Engineer will furnish the survey field party to collect all information necessary to complete the detailed plans.

The Engineer shall provide construction staking and coordination of construction staking on the Project.

The Engineer shall provide the Owner with Record Drawings produced from contractors and inspectors marked-up set of plans.

The Engineer shall provide right-of-way surveying and the preparation of right-of-way documents as necessary.

In performing these services the Engineer will endeavor to protect the Owner against defects and deficiencies in the work of the contractor, but he cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of the construction operations or for the safety measures that the contractor takes or should take.

The Engineer will consult and advise the Owner; issue all instructions to the contractor requested by the Owner; and prepare and issue routine change orders with Owner's approval.

The Engineer will conduct, in company with the Owner, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning project status, as it may affect Owner's final payment to the contractor.

II.

COMPENSATION TO ENGINEER

The Owner agrees to pay to the Engineer for Basic Services outlined in Section I a lump sum fee in an amount of \$90,000. The Owner further agrees to pay to the Engineer for Design Surveying outlined under Additional Services in Section I a lump sum fee in the amount of \$16,000. Construction staking, preparation of Record Drawings, right-of-way surveying, and preparation of right-of-way documents as outlined under Additional Services will be paid for at an hourly rate if requested by the City.

Payments shall be made monthly on an hourly fee basis per the rates indicated in Exhibit "A" as part of this contract for design services rendered as work progresses. Exhibit "A" is

hereby incorporated within this contract as if written word for word. In no case, however, will total fees, basic services plus special services, exceed the maximum amount stipulated.

III.

TIME FOR COMPLETION

The Engineer agrees to substantially complete and submit plans for the proposed drainage improvements within 150 days after execution of this contract.

IV.

TERMINATION

This Contract may be terminated at any time by the Owner, without penalty or liability except as may otherwise be specified herein. Payment to the Engineer for completed services will be as provided in Section II, Compensation to Engineer. In the event of termination by either Owner or Engineer, the Owner shall be responsible for payment for services rendered only through Notice of Termination.

V.

ENGINEER'S COORDINATION WITH OWNER

The Engineer shall hold periodic conferences with the Owner or the Owner's representatives so that the Project can be designed with full benefit of the Owner's experience and knowledge of existing needs and facilities. The Owner shall make available to the Engineer all existing plans, maps, field notes, and other data in his possession relative to the project.

VI.

REVISION OF PLANS

The Owner reserves the right to direct substantial revisions of the plans after due approval by the Owner as Owner may deem necessary, but in such an event the Owner shall pay to the Engineer just and equitable compensation for services rendered in making such revisions. If revisions in the plans or drawings are required by reason of the Engineer's error or omission, then such revision will be made by the Engineer without compensation to the fees herein specified.

VII.

INSURANCE

- A. Engineer shall, at his expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Engineer shall not commence work under this contract until he has obtained all the insurance required under this contract and such insurance has been approved by Owner, nor shall Engineer allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. The insurance requirements shall remain in effect throughout the term of this contract.
1. Workers' Compensation and Employers' Liability Insurance: Statutory. Employers' Liability policy limits of \$100,000 for each accident; \$500,000 policy limit - Disease.
 2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this contract, fully insuring Engineer's liability for injury to or death of employees of Owner and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$500,000 per occurrence.
 3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$500,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident), and \$100,000 for property damage.
 4. Professional Liability Insurance, protecting the Engineer and the Owner from liability arising out of the performance of professional services rendered under this agreement. The Engineer shall maintain such a policy in the sum of not less than One Million Dollars (\$1,000,000.00) for the length of this contract.

VIII.

SUCCESSORS AND ASSIGNMENTS

The Owner and the Engineer each bind himself and his successors, executors, administrators, and assigns to the other party of this agreement and to the successor, executors, and administrators, and assigns of such other party in respect to all covenants of this agreement. Except as elsewhere herein provided, neither party hereto shall assign or transfer its interest herein without the prior written consent of the other.

IN WITNESS WHEREOF, the parties enter into this contract on the date first written above.

ATTEST:

CITY OF BEDFORD

BY: _____

City Clerk

City Manager

ATTEST:

SCHRICKEL, ROLLINS & ASSOCIATES, INC.

Ashley Price
Secretary

BY: _____
Sanford P. LaHue, Jr., P.E.
Vice President

EXHIBIT 'A'
SCHEDULE OF CHARGES - 2010
BILLABLE SALARY RATE & EXPENSE CHARGES

CLASSIFICATION:	RANGE OF BILLABLE SALARY RATE	
	LOW	HIGH
PRINCIPAL	\$140	\$185
ASSOCIATE	85	155
SENIOR ENGINEER	135	165
ENGINEER III	100	130
ENGINEER II	75	100
ENGINEER-IN-TRAINING (EIT)	65	85
SENIOR LANDSCAPE ARCHITECT	110	185
LANDSCAPE ARCHITECT III	80	115
LANDSCAPE ARCHITECT II	65	90
LANDSCAPE ARCHITECTURAL INTERN	50	75
SENIOR PLANNER	95	130
PLANNER	65	95
ARCHITECT	80	130
ARCHITECTURAL INTERN	50	75
DESIGNER	50	90
SURVEYOR (RPLS)	90	130
SURVEY COORDINATOR	70	105
SURVEY TECHNICIAN	60	100
ENGINEERING TECHNICIAN	60	90
PLANNING TECHNICIAN	50	75
PRODUCTION COORDINATOR	70	105
CAD OPERATOR/DRAFTER III	60	90
CAD OPERATOR/DRAFTER II	50	70
CAD OPERATOR/DRAFTER I	45	60
SENIOR SECRETARY/SPECIFICATIONS COORDINATOR	45	80
SECRETARY/WORD PROCESSOR	35	65
CLERK	30	45

The ranges and individual salaries are adjusted annually.

OTHER SERVICES:

SURVEY FIELD PARTY	\$125	\$150
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PRINTING & PLOTTING SERVICES:

In-house printing and plotting services will be charged at the market rate for commercial printing plus 10%. In-house capability includes color plots and a variety of media, including bond, vellum and mylar. In-house Xerox copies provided at \$0.07 per single side copy or \$0.14 per double side copy.

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproductions expense, communication expense, travel, transportation and subsistence away from Arlington and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members.

Opinion of Probable Cost
Schumac Lane/Monterrey Street Drainage Project
City of Bedford, Texas

Item	Description	Qty	Unit	Unit Cost	Total
1	Removal Items	1	LS	\$ 50,000.00	\$ 50,000.00
2	72" RCP	600	LF	\$ 250.00	\$ 150,000.00
3	66" RCP	1,300	LF	\$ 200.00	\$ 260,000.00
4	48" RCP	1,500	LF	\$ 150.00	\$ 225,000.00
5	36" RCP	600	LF	\$ 125.00	\$ 75,000.00
6	24" RCP	250	LF	\$ 75.00	\$ 18,750.00
7	18" Slotted Drain	400	LF	\$ 50.00	\$ 20,000.00
8	Trench Safety	4,250	LF	\$ 2.00	\$ 8,500.00
9	Storm Drain Manhole	8	EA	\$ 20,000.00	\$ 160,000.00
10	Curb Inlets	15	EA	\$ 4,000.00	\$ 60,000.00
11	Asphalt Pavement Repair	5,000	SY	\$ 25.00	\$ 125,000.00
12	Remove & Replace Sidewalk	1,000	SF	\$ 5.00	\$ 5,000.00
13	Remove & Replace Drive Approach	600	SF	\$ 6.00	\$ 3,600.00
14	Fence Repair	500	LF	\$ 20.00	\$ 10,000.00
15	Lower Water Lines	5	EA	\$ 5,000.00	\$ 25,000.00
16	Yard Restoration	1	LS	\$ 50,000.00	\$ 50,000.00
TOTAL PROBABLE COST					\$1,245,850.00



COUNCIL AGENDA BACKGROUND

PRESENTER:

John F. Kubala, P.E., Public Works Director

ITEM:

Consider a resolution authorizing the City Manager to enter into a professional services contract with Deltatek Engineering, Inc. for the design of a potable water well at the Simpson Terrace elevated storage tank site and associated piping, water treatment and control systems in the amount of \$120,000.

DISCUSSION:

An additional potable water well is desired to offset some demand for potable water purchased from the Trinity River Authority (TRA). This well will be a replacement for Central Well whose production was lost when it was inadvertently plugged while repairs were being made to the well by the contractor. As a result of the contractor's failure to complete the well, the City received \$50,000 in cash and the contractor gave up their claim of \$175,000 for work that had been performed. This funding is available to use for funding this work. Plans and specifications will be provided by Deltatek Engineering, Inc. to drill a Trinity well to a depth of 1,650 feet to produce at an expected flow rate of at least 500 gallons per minute. The well water will be treated on-site and pumped into the system at the existing Simpson Terrace elevated storage tank. Water treatment will be designed using chloramines, to be compatible with TRA chloramine treated water, and installed at the new Simpson Terrace well and as an improvement to the existing Stonegate Well. To improve control of both wells and the existing elevated storage tanks, supervisory control and data acquisition will be designed for the system.

RECOMMENDATION:

Staff recommends the following motion:

Approval a resolution authorizing the City Manager to enter into a professional services contract with Deltatek Engineering, Inc. for the design of a potable water well at the Simpson Terrace elevated storage tank site and associated piping, water treatment and control systems at both Simpson Terrace and Stonegate wells in the amount of \$120,000.

FISCAL IMPACT:

Funding of \$120,000 for this professional services contract will come from the Water Maintenance Fund.

ATTACHMENTS:

Resolution
Contract
Scope of Services

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH DELTATEK ENGINEERING, INC. FOR THE DESIGN OF A POTABLE WATER WELL AT THE SIMPSON TERRACE ELEVATED STORAGE TANK SITE AND ASSOCIATED PIPING, WATER TREATMENT AND CONTROL SYSTEMS IN THE AMOUNT OF \$120,000.

WHEREAS, the City Council of Bedford, Texas determines the necessity for improving the water system; and,

WHEREAS, the City Council of Bedford, Texas determines that installing a new well is beneficial to the integrity of the water system.

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

SECTION 1. That the City does hereby authorize the City Manager to enter into a professional services contract with Deltatek Engineering, Inc. for the design of a Trinity well and supporting systems in the amount of \$120,000.

SECTION 2. That funding of \$120,000 for this professional services contract will come from the Water Maintenance Fund.

PASSED AND APPROVED this 12th day of October 2010, by a vote of ___ayes, ___nays and ___abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

THE STATE OF TEXAS §

ENGINEERING SERVICES CONTRACT

COUNTY OF TARRANT §

THIS CONTRACT is made and entered into this _____ day of _____, by and between the City of Bedford, Tarrant County, Texas, a municipal corporation, hereinafter called "City," and Deltatek Engineering, hereinafter called "Engineer," whose address is 14114 Dallas Parkway, Suite 480, Dallas, Texas 75254.

WITNESSETH:

That in consideration of the terms and conditions contained herein the parties do mutually agree as follows:

I.

Employment of Engineer

ENGINEER will perform as an independent contractor all services under this contract to the prevailing engineering professional standards and consistent with the level of care and skill ordinarily exercised by members of the engineering profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments, prompt, and timely action. If the ENGINEER is representing that he/she has special expertise in one or more areas to be utilized in this contract, then ENGINEER agrees to perform those special expertise services to the appropriate local, regional or national professional engineering standards. Engineer shall provided services necessary for the construction of improvements to the CITY's water distribution system, described as follows:

**Construction of Simpson Terrace Potable Water Well
Including Chemical Feed and Monitoring
Stonegate Chemical Feed and Monitoring
& SCADA System for Water Facilities**

CITY OF BEDFORD PROJECT being located within the City of Bedford, Tarrant County, Texas, and hereinafter referred to as the "Project."

II.

Compensation to Engineer

Total payment for services described herein for the project shall be on a lump sum basis, not to exceed \$120,000.00 as shown on the attached Exhibit A. The Bidding/Construction Phase Services portion of this contract is based on one hundred eighty (180) calendar days from the date of Notice to Proceed to the Contractor. ENGINEER will submit periodic statements for services rendered, based upon the percentage of completion of the work, CITY shall make payments in the amount shown by ENGINEER's approved statements and other documentation submitted. No interest shall ever be due on late payments. Nothing contained in this contract

shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this contract. CITY will not be required to make any payments to ENGINEER when ENGINEER is in default under this contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if ENGINEER is in default, including the right to bring legal action for damages or for specific performance of this contract. Waiver of any default under this contract shall not be deemed a waiver of any subsequent default. ENGINEER will fully comply with any and all federal, state and local laws relating to income reporting, including but not limited to Internal Revenue Service Reports.

III. Services

A. Design Phase Services:

1. Deltatek Engineering shall develop plans, specifications, and perform quality assurance services construction of a potable water well with chemical feed and monitoring equipment at the Simpson Terrace EST site, new chemical feed and monitoring equipment for the Stonegate pump station site, a new SCADA master system at the Reliance Parkway offices, and Remote Terminal Units for monitoring and control at the Simpson Terrace, Stonegate, Cummings EST, and Fire Station No. 3 EST. This task shall be performed in accordance with TCEQ requirements for water wells, TCEQ, OSHA and NFPA requirements for Chemical Storage and Feed Systems, FAA requirements for Radio Transmission of SCADA signals, and shall include provisions for well development and testing, electrical and instrumentation installation, and site restoration.
2. ENGINEER will prepare the technical specifications in conformance with the sixteen-division format of the Construction Specifications Institute (CSI format) and will be based on ENGINEER's master specifications, General Conditions and other Contract Documents. Contract documents shall meet the requirements of the City of Bedford, TCEQ, EPA, FAA, OSHA, and Texas Health Department.
3. ENGINEER shall furnish the CITY an Opinion of Probable Construction Costs for the scope of the PROJECT based on the Plans and Specifications.
4. ENGINEER shall furnish 5 sets of "Preliminary" Plans and Specifications for review and comment by CITY.
5. ENGINEER shall incorporate comments and furnish 5 sets of the "final" Drawings and Specifications to CITY for distribution to potential bidders.

B. Bidding/Construction Phase

1. ENGINEER will assist CITY in advertising for and obtaining proposals for contract for construction, materials, equipment and services to be performed by a contractor for the project (hereafter called "Work"); and, conduct pre-bid conference and document the minutes of meeting.
2. ENGINEER will assist CITY in notifying potential bidders for the project.
3. ENGINEER will prepare and distribute addenda as appropriate to interpret, clarify or expand the Contract Documents.
4. ENGINEER will assist CITY in evaluating bids prior to awarding of contract for construction, materials, equipment and services. Write letter that recommends awarding the contract to the lowest responsible bidder.
5. ENGINEER will conform contract documents and assist contractor in returning to CITY six executed copies of the contract.
6. ENGINEER will conduct progress meetings as necessary with CITY and contractor.
7. ENGINEER will conduct pre-construction meeting and document the minutes of meeting.
8. ENGINEER will review submittal data to ensure compliance with plans and specifications, stamp submittals, coordinate review comments with CITY staff and make distribution.
9. ENGINEER will consult with CITY to determine the acceptability of substitute materials and equipment proposed by contractor when substitution is allowed by the contract documents.
10. ENGINEER will make visits to the site as requested by the owner to resolve issues that arise during construction, or otherwise at intervals appropriate to the stage of construction to observe the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to provide continuous on-site inspections. On the basis of such on-site observations, ENGINEER shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction or for safety programs and precautions in connection with the Work. ENGINEER shall not be responsible for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for failure of any of them to carry out the Work in accordance with Contract Documents.

11. ENGINEER shall provide a qualified Field Representative operating under the supervision of Registered Professional Engineer in the State of Texas to perform the quality assurance services during the Project.
12. ENGINEER will review or take other appropriate action with respect to Shop Drawings, samples and other data, which Contractor is required to submit, but only for conformance with the design concept of the PROJECT and the information given in the Contract Documents. ENGINEER will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.
13. ENGINEER will determine the amount owed to Contractor based on ENGINEER's observations at the site and data comprised in the Application for Payment, and recommend the amount of payment to Contractor.
14. ENGINEER will conduct a construction review to determine if the completed Work is acceptable so that the ENGINEER can recommend final payment to Contractor and may give written notice to CITY and Contractor that the Work is acceptable.
15. ENGINEER will at least one month prior to the expiration of the Contractor's warranty period, conduct a review of the "Contract Work" and prepare for the CITY a report detailing the results of this review.

IV.
Time for Completion

ENGINEER agrees to complete and submit all work required by CITY as follows:

1. Preliminary design and specifications in 30 calendar days from execution of this contract.
2. Final design and specifications in 10 calendar days from approval of preliminary design and specifications.

Calendar days shall commence when this contract is executed and shall terminate when the scope of work is complete. No extensions of time shall be granted unless a written request is submitted by ENGINEER and such request is approved in writing by CITY.

V.
Revisions of Plans and Specifications

City reserves the right to direct substantial revision of the plans, special provisions, and specifications after acceptance by City as City may deem necessary, but in such event City shall pay Engineer equitable compensation for services rendered in making such revisions. In any event, when Engineer is directed to make substantial revisions under this Section of the contract, Engineer shall provide to City a written proposal for the entire costs involved in providing City a completed set of plans, specifications and special provisions and the completion time involved in the revisions. Prior to Engineer undertaking any substantial revisions as directed by City, City must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

If revisions of the final plans, special provisions, and specifications, or drawings are required by reason of Engineer's error or omission, then such revisions shall be made by Engineer without additional compensation to the fees herein specified, and in a time frame as directed by City.

It is expressly understood and agreed by Engineer that any compensation not specified in Section II, "Compensation to Engineer," may require Bedford City Council approval and is subject to funding limitations.

VI.
Engineer's Coordination with Owner

Engineer shall be available for conferences with City so that Project can be designed with the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. City shall make available to Engineer all existing plans, maps, field notes, and other data in its possession relative to the Project. Engineer may show justification to City for changes in design from City standards due to the judgment of said Engineer of a cost savings to City and/or due to the surrounding topographic conditions. City shall make the final decision as to any changes after appropriate request by Engineer.

Engineer shall accompany City representatives on Project observation visits during construction of Project at appropriate frequencies to ensure the project is progressing based on Engineer's plans and specifications. City may require more frequent construction observation visits as construction problems arise as a result of Project design.

VII.

Contract Termination Provision

This contract may be terminated at any time by City for any cause without penalty or liability except as may otherwise be specified herein. Upon receipt of written notice by City, Engineer shall immediately discontinue all services and Engineer shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement showing in detail the services performed but not paid for under this contract to the date of termination. City shall then pay Engineer promptly the accrued and unpaid services to the date of termination, to the extent the services are approved by City.

This contract may be terminated by Engineer with mutual consent of City at any time for any cause without penalty or liability except as may otherwise be specified herein. Engineer shall submit written notice to terminate contract and shall submit to City all plans and documents relative to the design of Project. City shall then ascertain cost to complete the balance of the work under this contract. If the cost to complete the balance of the work is greater than the unpaid contract amount, City shall retain all unpaid balances and, in addition, Engineer shall pay directly to City the difference in the unpaid balance and the cost to complete the work. In no case shall City pay Engineer any additional monies other than those previously paid under the contract.

VIII.

Ownership of Documents

All drawings, specifications, and reports prepared or assembled by ENGINEER under this contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. ENGINEER will retain in its files all original drawings, specifications and all other pertinent information for the work. ENGINEER shall have no liability for changes made to the drawings, specifications and other documents by other engineers subsequent to the completion of the contract. CITY shall require that any such change be sealed by the ENGINEER making that change and shall be appropriately marked to reflect what was changed or modified.

IX.
Insurance

- A. Engineer shall at Engineer's own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Engineer shall not commence work under this contract until Engineer has obtained all the insurance required under this contract and such insurance has been approved by City, nor shall Engineer allow any subcontractor to commence work on his or her own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis, except for professional liability. The insurance requirements shall remain in effect throughout the term of this contract.
1. Worker's Compensation as required by law, Employers Liability Insurance, of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit.
 2. Commercial General Liability Insurance, including Independent Contractor's Liability, Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this contract, fully insuring Engineer's liability for injury to or death of employees of City and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$500,000.00 per occurrence.
 3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$500,000.00 per occurrence.
 4. Professional Liability Insurance: Standard comprehensive professional liability coverage in an amount of at least \$500,000.00 aggregate per year, covering the services provided under this contract including contractual liability. This insurance shall be maintained throughout the contract and for four (4) years after completion of the construction of the project.
- B. Each insurance policy to be furnished by Engineer shall include the following conditions by endorsement to the policy:
1. Except for Worker's Compensation and Professional Liability Insurance, the policy shall name City as an additional insured as to all applicable coverage;
 2. Each policy will require that thirty (30) days prior to the expiration, cancellation, non-renewable or any material change in coverage, a notice thereof shall be given to City by certified mail.

3. The term “Owner” or “City” shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of City and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of City.
 4. The policy phrase “other insurance” shall not apply to City where city is an additional insured on the policy; and
 5. All provisions of the contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- C. Concerning insurance to be furnished by Engineer, it is a condition precedent to acceptability thereof that:
1. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
 2. Insurance is to be placed with carriers with a Best rating of A:VII, or as otherwise acceptable to the City.
- D. Engineer agrees to the following:
1. Except for Professional Liability, Engineer hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
 2. Companies issuing the insurance policies and Engineer shall have no recourse against City for payment of any premiums or assessments for any deductible, as all such premiums and deductibles are the sole responsibility and risk of Engineer.
 3. Approval, disapproval or failure to act by City regarding any insurance supplied by Engineer (or any subcontractors) shall not relieve Engineer of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate Engineer from liability.
 4. Engineer shall provide Certificates of Insurance completed on the Accord form only and endorsements effecting coverage required by this section to the City of Bedford.

- E. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

X.
Monies Withheld

When City has reasonable grounds for believing that:

- A. Engineer will be unable to perform this contract fully and satisfactorily within the time fixed for performance; or
- B. A claim exists or will exist against Engineer or City arising out of the negligence of the Engineer or the Engineer's breach of any provision of this contract; then

City may withhold payment of any amount otherwise due and payable to Engineer under this contract. Any amount so withheld may be retained by City for that period of time as it may deem advisable to protect City against any loss and may, after written notice to Engineer, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of City, and no other person or entity shall have any right or claim against City by reason of City's failure or refusal to withhold monies. No interest shall be payable by City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of City.

XI.
No Damages for Delays

Notwithstanding any other provision of this contract, Engineer shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

XII.
Right to Inspect Records

Engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Engineer involving transactions relating to this contract. Engineer agrees that City shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Engineer reasonable advance notice of intended audits.

Engineer further agrees to include in subcontract(s), if any, a provision that any subcontractor or consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such consultant or subcontractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all consultant or subcontractor facilities, and shall be provided adequate and

appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. City shall give the consultant or subcontractor reasonable advance notice of intended audits.

XIII.

No Third Party Beneficiary

For purposes of this contract, including its intended operation and effect, the parties (City and Engineer) specifically agree and contract that: (1) the contract only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with City or Engineer or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Engineer.

XIV.

Successors and Assigns

City and Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither City nor Engineer shall assign or transfer its interest herein without the prior written consent of the other.

XV.

Engineer's Liability

Acceptance of the final plans by City shall not constitute nor be deemed a release of the responsibility and liability of Engineer, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications, or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect in the designs, working drawings, specifications, or other documents prepared by said Engineer, its employees, subcontractor, agents and consultants.

XVI.

Indemnification

Engineer shall and does hereby agree to indemnify and hold harmless the City of Bedford, its officers, agents, and employees from any and all damages, loss or liability of any kind, whatsoever, by reason of death or injury to property or third persons caused by the omission or negligent act of Engineer, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this contract, and Engineer will, at its cost and expense, defend, pay on behalf of, and protect the City of Arlington and its officers, agents, and employees against any and all such claims and demands.

XVII.
Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XVIII.
Independent Contractor

Engineer covenants and agrees that he/she is an independent contractor, and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder, and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

XIX.
Disclosure

By signing this contract, Engineer acknowledges to City that he/she has made a full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. Engineer further agrees that he shall make disclosure in writing of any conflicts of interests which develop subsequent to the signing of this contract and prior to final payment under the contract.

XX.
Venue

The parties to this contract agree and covenant that this contract shall be enforceable in Bedford, Texas; and that if legal action is necessary to enforce this contract, exclusive venue shall lie in Tarrant County, Texas.

XXI.
Entire Agreement

This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XXII.
Applicable Law

This contract is entered into subject to the Charter and ordinances of City, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

XXIII.
Default

If at any time during the term of this contract, Engineer shall fail to commence the work in accordance with the provisions of this contract or fail to diligently provide services in an efficient, timely, and careful manner and in strict accordance with the provisions of this contract or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this contract, then City shall have the right, if Engineer does not cure any such default after thirty (30) days written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work is in excess of that part of the contract sum which has not therefore been paid to Engineer hereunder, Engineer shall be liable for and shall reimburse City for such excess.

XXIV.
Headings

The headings of this contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXV.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVI.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.

XXVII.

Equal Employment Opportunity

Engineer shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. Engineer shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

XXVIII.

Construction of Contract

Both parties have participated fully in the review and revision of this contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this contract.

XXIX.

Notices

All notices, communications, and reports required or permitted under this contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for City, to:

Director of Public Works
John Kubala, P.E.
1813 Reliance Parkway
Bedford, Texas, 76021

If intended for Engineer, to:

Bahram Niknam, P.E.
Deltatek Engineering.
14114 Dallas Parkway Suite 480
Dallas, TX 75254

XXXI.
Warranty

To the extent allowed by law, Engineer warrants that all work will be performed to the professional services standard indicated in Section I. of this contract.

IN WITNESS WHEREOF, the parties enter into this contract on the date first written above.

WITNESS:

DELTATEK ENGINEERING

BY: _____

Bahram Niknam, P.E.

Printed or Typed Name

Principal in Charge

Printed or Typed Title

75 2248572

Tax Identification No.

ATTEST:

CITY OF BEDFORD, TEXAS:

, City Secretary

BY: _____

Beverly Queen Griffith

Printed or Typed Name

City Manager

Printed or Typed Title

APPROVED AS TO FORM:

Stan Lowry, City Attorney

BY: _____



August 31, 2010

Mr. Bill Shelton
Public Works Superintendent
City of Bedford
1813 Reliance Parkway
Bedford, Texas 76021

Reference: Scope of Services for Construction of
Simpson Terrace Potable Water Well Including
Chemical Feed and Monitoring
Stonegate Chemical Feed and Monitoring
& SCADA System for Water Facilities
Final Revision
City of Bedford

Dear Mr. Shelton:

In response to your request, Deltatek Engineering is pleased to provide you with scope of services to prepare construction documents for the installation of new well at Simpson Terrace 1.0 MG Elevated Storage Facility, Chemical Feed System for Simpson Terrace & Stonegate, Master Terminal Unit and Remote Terminal Units to monitor and control the following facilities:

- Simpson Terrace
- Stonegate
- Fire Station No. 3
- Cummings

SCOPE OF SERVICES

Design Phase

Simpson Terrace

Well and Pump

Deltatek Engineering shall provide complete set of plans and specifications to construct a Trinity Well to a depth of approximately 1,650 feet. A test well will be drilled to obtain electric induction and micro logs to ensure sufficient reservoir capacity. The well shall produce a flowrate range of 500-700 gpm at total dynamic head (TDH) equal to the elevated tank high water line. The motor voltage will be 2400 vac at 300 HP equipped with soft start switchgear.

Yard Piping

The new well discharge (6"-8") will be tie-in to the existing storage tank inlet/outlet. The well discharge will be equipped with above ground check valve and isolation valve. A transit time flowmeter will be installed at the well discharge and flow data will be transmitted via new RTU at this site.

Chemical LAS System

LAS feed system will be installed to maintain chlorine/chloramine residual prior to distribution system. Analyzer will be installed at the distribution side to obtain data for chemical feed system. Chemical feed will be paced based on data obtained from the distribution side. This equipment will be installed in a prefabricated structure specifically designed for the chemical storage and feed environment.

Supervisory Control & Data Acquisition (SCADA)

Remote Terminal Unit (RTU) will be installed to receive and transmit data. RTU's shall be coordinated with the installed by others Traffic Control System equipment. Analog and Digital signals from existing equipment will be transmitted to the Master Terminal unit as follows:

- Tank High/Low Levels
- Well Start/Stop Command
- Well Flow Meter
- Chemical Feed & Analyzers

Reliance Parkway Master SCADA System

Master Terminal (MT) will be installed to receive and transmit data for the following:

- Tank Levels (3) EST sites & (1) GST
- Well Start/Stop Simpson Terrace
- Well Flow Meter Simpson Terrace
- Chemical Feed & Analyzers: Simpson Terrace & Stonegate
- Pump Start/Stop On/Off Indication
- Additional AI/AO & DI/DO points as required per site.
- CPU, Video Monitor, and Control System with Programming

Stonegate Well & Booster Pump Station

Remote Terminal Unit (RTU) will be installed to receive and transmit data for the following:

- Tank High/Low Levels
- Well Start/Stop Command from Reliance
- Well Flow Meter
- Booster Pump Start/Stop On/Off Indication
- Chemical Feed & Analyzers

Cummings EST

Remote Terminal Unit (RTU) will be installed to receive and transmit data for the following:

- Tank High/Low Levels

Fire Station No 3 CEST

Remote Terminal Unit (RTU) will be installed to receive and transmit data for the following:

- Tank High/Low Levels

Construction Phase

Quality Assurance & Project Administration

Deltatek shall provide project administration for the following tasks:

- Advertisement
- Issue addendum
- Attend pre-bid conference
- Review bids and recommendation for award
- Attend pre-construction meeting
- Review submittals
- Attend progress meetings
- Issue change orders
- Conduct substantial completion walk-thru
- Assist the City in project closeout and start up

Opinion of Probable Cost

Simpson Terrace Well & EST

TASK DESCRIPTION	ESTIMATED COST
Well including submersible pump	\$800,000.00
2400 VAC transformer if required	\$30,000.00
Yard piping	\$18,000.00
Electrical instrumentation	\$15,000.00
Chemical equipment	\$88,500.00
Chemical equipment housing	\$54,000.00
Site security fence	\$8,000.00
SCADA Remote Terminal Unit	\$15,000.00
Total	\$1,028,500.00

Master Control Station

TASK DESCRIPTION	ESTIMATED COST
Computer System	\$9,000.00
Programming	\$9,000.00
Monitor & Control	\$4,500.00
Total	\$22,500.00

Stonegate Well Booster Pump Station & GST

TASK DESCRIPTION	ESTIMATED COST
SCADA Remote Terminal Unit	\$16,000.00
Electrical/Instrumentation	\$6,600.00
Chemical equipment	\$88,500.00
Chemical equipment housing	\$54,000.00
Total	\$165,100.00

Cummings EST

TASK DESCRIPTION	ESTIMATED COST
SCADA Remote Terminal Unit	\$15,000.00
Electrical/Instrumentation	\$6,500.00
Total	\$21,500.00

Fire Station No 3 CEST

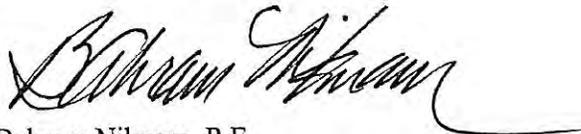
TASK DESCRIPTION	ESTIMATED COST
SCADA Remote Terminal Unit	\$15,000.00
Electrical/Instrumentation	\$6,500.00
Total	\$21,500.00

Summary of Cost

Construction:	\$1,259,100.00
Design:	\$97,500.00
QA:	\$22,500.00
<u>Total budget:</u>	<u>\$1,379,100.00</u>

Should you have any questions, please call me at 469-374-9800.

Sincerely,
DELTATEK ENGINEERING



Bahram Niknam, P.E.



COUNCIL AGENDA BACKGROUND

PRESENTER:

David Flory, Police Chief

ITEM:

Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding with the City of Fort Worth, Texas for the 2010 Byrne Justice Assistance Grant (JAG) Formula Program Award.

DISCUSSION:

In June 2010, the Police Department along with the cities of Fort Worth, Arlington, Haltom City, North Richland Hills and the County of Tarrant made application for the 2010 Byrne Justice Assistance Grant (JAG) Formula Program Award, which was recently approved.

The Police Department will be utilizing the 2010 JAG grant funds to purchase emergency equipment in the amount of \$23,701 to partially outfit the new fleet of Chevrolet Tahoes approved in the FY 2010/11 City Budget for the Patrol Division.

The JAG grant required all cities within Tarrant County to seek funding under one application. The City of Fort Worth assumed the role as fiscal agent for this grant and therefore is considered the award "recipient," with all the other entities, including the City of Bedford, being a "subrecipient." As an award subrecipient, the City of Bedford must now enter into a Memorandum of Understanding (MOU) with the City of Fort Worth for the 2010 Byrne Justice Assistance Grant (JAG) Program Award. The City of Fort Worth will facilitate and manage the grant throughout the life of the grant as required by the award contract. The MOU outlines the parties, authority, purpose, responsibilities, points of contact, entirety of agreement, immunity, independent contractor, effective date, modification, termination and other provisions as required by the 2010 Byrne Justice Assistance Grant (JAG) Program Award.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Memorandum of Understanding with the City of Fort Worth, Texas for the 2010 Byrne Justice Assistance Grant (JAG) Formula Program Award.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Memorandum of Understanding

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF FORT WORTH FOR THE 2010 BYRNE JUSTICE ASSISTANCE GRANT (JAG) FORMULA PROGRAM AWARD.

WHEREAS, the City Council of Bedford, Texas finds that the 2010 JAG funding will benefit the City by partially outfitting new patrol vehicles with emergency equipment; and,

WHEREAS, the City Council of Bedford, Texas acknowledges the City of Fort Worth as the fiscal agent and award recipient for the 2010 Byrne Justice Assistance Grant (JAG) Formula Program Award; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that the purpose of a Memorandum of Understanding (MOU) is to enhance the working relationship between the City of Fort Worth and the City of Bedford in order to facilitate effective implementation of the 2010 Byrne Justice Assistance Grant (JAG) Formula Program Award.

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

SECTION 1. That the City Council of Bedford, Texas, authorizes the City Manager to enter into a Memorandum of Understanding (MOU) with the City of Fort Worth for the 2010 Byrne Justice Assistance Grant (JAG) Formula Program Award.

PASSED AND APPROVED this 12th day of October 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

**Memorandum of Understanding
Between
The City of Fort Worth, TX
and
The City of Bedford, TX**

1. **PARTIES.** The parties to this Memorandum of Understanding (MOU) are the City of Fort Worth, Texas (hereinafter referred to as “Recipient”) and the City of Bedford, Texas (“Subrecipient”).
2. **AUTHORITY.** This MOU sets forth the Recipient’s and the Subrecipient’s responsibilities under the U.S. Department of Justice, Bureau of Justice Assistance, Fiscal Year 2010 Justice Assistance Grant (JAG).
3. **PURPOSE.** The purpose of this MOU is to enhance the working relationship between the parties in order to facilitate effective implementation of the FY 2010 JAG, in compliance with the DOJ Program requirements. Once awarded, grant funds in the amount of \$23,701 shall provide for vehicle emergency related equipment for the Bedford Police Department as outlined in the Budget Narrative, attached as “Exhibit A” and incorporated herein by reference the same as if fully copied and set forth at length.

4. RESPONSIBILITIES:

A. Recipient:

- 1) The Recipient is the cognizant fiscal agency of the FY 2010 JAG Funds and agrees to participate in a collaborative manner with the Subrecipient throughout the life of the grant.
- 2) After the FY 2010 JAG is awarded, the Recipient shall facilitate and manage the grant throughout the life of the grant, as required by the grant award document.
- 3) The Fort Worth Police Department – Administrative Services Bureau – Grants and Contracts Management Division (ASB-GCMD), will oversee the administration, procurement, and reporting for the Subrecipient’s grant-funded activities and will act as the Fiscal Agent for the FY 2010 JAG Program funds. Additionally, ASB-GCMD will review and approve and/or request approval from DOJ of any written requests by subrecipient for modifications of attached budget (attached as Exhibit A).
4. The Recipient shall pay the Subrecipient an amount not to exceed \$23,701 from available grant funds for approved services and expenses rendered in accordance with the terms of this memorandum of understanding upon receipt of a proper and verified invoice with satisfactory program accompanying documentation of services provided. The reimbursement made to the Subrecipient shall not exceed actual costs incurred to

provide the services under this grant. Actual costs, both direct and indirect, must be reasonable and allowable as those terms are defined and explained in the Office of Management and Budget (OMB) Circulars A-122 and 1-110.

B. Subrecipient:

1. Participate in a collaborative effort with the Recipient in the application, administration, and implementation of the FY 2010 JAG; collaboration to last throughout the life of the grant.
2. Meet all requirements pertaining to administration, procurement, and reporting in connection with the FY 2010 JAG. Requirements to be met include those found in (1) the Office of Management and Budget circulars, (2) the Office of Justice Programs Financial Guidelines, and (3) Exhibit B to this MOU, entitled "Award Document", which is incorporated by reference as part of this MOU.
3. Submit to the Recipient monthly performance reports regardless of level of activity. In addition, the Subrecipient shall submit program updates and other reports requested by the Recipient and U.S. Department of Justice, Bureau of Justice Assistance in appropriate format and on a timely basis; and make available at reasonable times and for reasonable periods records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the Recipient, U.S. Department of Justice, Bureau of Justice Assistance or their authorized representatives. The monthly reports are due to the Recipient no later than the 15th calendar day of the following month. The monthly performance reports must contain the following information:
 - 1) A detailed list of all projects or activities for which FY 10 JAG monies were expended or obligated during the previous month, including—
 - a) The name of project or activity;
 - b) A description of project or activity; and
 - c) An evaluation of the completion status of the project or activity.
4. Submit monthly Request for Reimbursement (RFR) forms and vendor report forms with an original signature by an authorized representative to Mary Wilson, ASB-GCMD, Fort Worth Police Department, 350 West Belknap Street, Fort Worth, TX 76102 no later than the 15th calendar day of the month following expenditures. Reimbursements by the Recipient will not be made until after receipt of an acceptable and approved RFR and a monthly programmatic report from the Subrecipient. Reimbursements shall be made within 30 days receipt of said documents. The monthly RFRs and Vendor Report Forms must contain the following information:
 - 1) The amount of FY 10 JAG funds that were expended to projects or activities during the previous month; and
 - 2) The amount of FY 10 JAG funds that were obligated during the previous month.
5. Submit any and all proposed changes to attached budget to the Recipient prior to any expenditure deviation from approved budget. No expenditures inconsistent with

attached budget shall be made by Subrecipient prior to receiving written approval from Recipient. Failure to obtain pre-approval for deviations from budget may result in a denial of reimbursement.

6. Maintain financial, programmatic, and supporting documents, statistical records, and other records pertinent to claims submitted during the contract period for a minimum of five (5) years after the termination of the contract period, or for five (5) years after the end of the federal fiscal year in which services were provided. If any litigation, claim, or audit involving these records begins before the fifth (5) year period expires, the Recipient will notify the Subrecipient of such litigation, claim or audit, and Subrecipient will be responsible for maintaining the records and documents for not less than three (3) years after the final conclusion of all litigation, claims, or audits. Litigation is considered resolved when a final order is issued, or a written agreement is entered into between the DOJ, Recipient and Subrecipient. Audits are considered concluded upon the closure of the audit covering the entire award period.

5. POINTS OF CONTACT

A. Recipient

The primary point of contact for Recipient is Mary Wilson, telephone number: (817) 392-4239, email address: mary.wilson2@fortworthgov.org. Monthly RFRs should be submitted, in writing, to the Fort Worth Police Department, 350 West Belknap Street, Fort Worth, TX 76102, Attention: Mary Wilson.

Performance reports should be submitted by the Project Directors of the aforementioned FY 2010 Justice Assistance Grant programs in writing to Fort Worth Police Department, 350 West Belknap Street, Fort Worth, TX 76102, Attention: Mary Wilson or by email to mary.wilson2@fortworthgov.org.

B. Subrecipient

The primary point of contact for Subrecipient is Kelli Agan, telephone number: 817-952-2403, kelli.agan@ci.bedford.tx.us, mailing: 2121 L. Don Dodson Drive, Bedford, Texas 76021.

C. Recipient and Subrecipient

Before any item included in an RFR would be denied as unallowable, Recipient agrees to confer with Subrecipient to allow for clarification and explanation. Recipient agrees to memorialize in writing any oral conversations concerning this subject matter.

6. **ENTIRETY OF AGREEMENT.** This MOU, consisting of six pages and exhibits, represents the entire and integrated agreement between the parties and supersedes all prior

discussions and negotiations, representations and agreements, whether written or oral as related specifically to the U.S. Department of Justice, FY 2010 JAG.

7. **IMMUNITY.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this MOU.
8. **INDEPENDENT CONTRACTOR.** By executing this MOU, the parties agree to work together to secure grant funding for police vehicles and equipment for the Bedford Police Department as outlined. However, the parties to this MOU do not intend to enter a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Recipient shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Subrecipient. Likewise, Subrecipient shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Recipient. Neither Recipient nor Subrecipient shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, members, agents, servants, employees, or officers of the other.
9. **OTHER PROVISIONS.** Nothing in this MOU is intended to conflict with any current laws or regulations or with the directives of the City of Fort Worth or the City of Bedford. The provisions of this MOU are severable and if for any reason a clause, sentence, paragraph or other part of this MOU shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

Any monies expended by a party under or in connection with this MOU must come from funds currently available to that party.

10. **EFFECTIVE DATE.** This MOU will become effective on the date it is executed by both parties and remain in effect throughout the grant period. Each party represents that this MOU has been executed by a representative with the authority to contract on behalf of that party. This MOU is null and void if funds are not awarded.
11. **MODIFICATION.** This MOU may be modified upon the mutual written consent of the parties. Any such written communications should be sent to the following persons at the following addresses:

For the City of Fort Worth:
Mary Wilson
Grants Specialist
City of Fort Worth Police Department
350 West Belknap
Fort Worth, TX 76102

For the City of Bedford:
Kelli Agan
2121 L. Don Dodson Drive
Bedford, TX 76021

12. TERMINATION. This MOU will remain in effect until the later of (1) the expiration of the grant period or (2) the submission of the final report regarding the FY 2010 Justice Assistance Grant to the Department of Justice, unless one of the parties earlier requests termination or modification of the MOU, accompanied by 60 days' notice of such request.

[The remainder of this page was intentionally left blank.]

CITY OF BEDFORD

Beverley Queen
City Manager

Signature: _____

Date: _____

APPROVED AS TO FORM
AND LEGALITY:

City of Bedford

Printed Name: _____

Signature: _____

Date: _____

CITY OF FORT WORTH

Tom Higgins
Assistant City Manager

Signature: _____

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED AS TO FORM AND
LEGALITY:

Monica Wofford Wood
Assistant City Attorney

Signature: _____

Date: _____

Authority

M&C: C-24387

Contract Number: _____

Exhibit A

Bedford- \$23,701

Budget Detail Worksheet

A. Personnel			
Position	Description	% on Project	Total
No funding requested in this category			
Personnel Sub-Total			\$0

B. Fringe Benefits		
Position	Description	Total
No funding requested in this category		
Fringe Benefits Sub-Total:		\$0

C. Travel				
Purpose of Travel	Location	Item	Computation	Cost
No funding requested in this category				
Travel Sub-Total				\$0

D. Equipment			
Item	Computation/Description	Unit Price/ Number	Total
Freedom Lightbar	55" Emergency Lightbar	\$1,969 ea/8	\$15,752
Front Partition	Front Partition for police cruiser to separate prisoners from officers	\$575 ea/8	4,600
Howler Siren	Emergency Siren for police cruiser	\$388 ea/8	3,104
Wig Wags	Front wig wag emergency lights	\$81.67 ea/3	245
Sub-Total			\$23,701

E. Supplies		
Item	Computation	Cost
No funding requested in this category		
Supplies Sub-Total		\$0

F. Construction			
Position	Description	% on Project	Total
No funding requested in this category			
Construction Sub-Total			\$0

G. Consultants and Contractor Services			
Jurisdictions	Description	% on Project	Total
No funding requested in this category			
Consultants & Contractors Sub-Total			\$0

H. Other Costs			
Position	Description	% on Project	Total
No funding requested in this category			
Other Costs Sub-Total			\$0

I. Indirect Costs			
Position	Description	% on Project	Total
No funding requested in this category			
Indirect Costs Sub-Total			\$0

Budget Summary	
Budget Category	Amount
A. Personnel	\$0
B. Fringe	\$0
C. Travel	\$0
D. Equipment	\$23,701.
E. Supplies	\$0
F. Construction	\$0
G. Consultants and Contractor Services	\$0
H. Other Costs	\$0
I. Indirect costs	\$0
TOTAL PROJECT COSTS	\$23,701
Federal Request:	\$23,701
Non-Federal Amount:	\$0

Bedford- \$23,701

Budget Narrative

A. Personnel: No funds are requested in this category.

B. Fringe Benefits: No funds are requested in this category.

C. Travel: No funds are requested in this category.

D. Equipment: \$23,701

The City of Bedford is requesting \$23,701 for equipment to outfit new fleet of SUV police cruisers with emergency related equipment.

E. Supplies: No funds are requested in this category.

F. Construction: No funds are requested in this category.

G. Consultants and Contractors: No funds are requested in this category.

H. Other Costs: No funds are requested in this category.

I. Indirect Costs: No funds are requested in this category.

Exhibit B



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 5

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Fort Worth
350 West Belknap Street
Fort Worth, TX 76102-2004

4. AWARD NUMBER: 2010-DJ-BX-0164

5. PROJECT PERIOD: FROM 10/01/2009 TO 09/30/2013

BUDGET PERIOD: FROM 10/01/2009 TO 09/30/2013

6. AWARD DATE 08/04/2010

7. ACTION

Initial

1A. GRANTEE IRS/VENDOR NO.

756000528

8. SUPPLEMENT NUMBER

00

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

2010 JAG project

10. AMOUNT OF THIS AWARD

\$ 887,364

11. TOTAL AWARD

\$ 887,364

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY10 (BJA - JAG) 42 USC 3750, et seq.

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

James H. Burch II
Acting Director

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Tom Higgins
Assistant City Manager

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		887364

21. JDIUGT0790



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 5

PROJECT NUMBER 2010-DJ-BX-0164

AWARD DATE 08/04/2010

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U. S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 5

PROJECT NUMBER 2010-DJ-BX-0164

AWARD DATE 08/04/2010

SPECIAL CONDITIONS

8. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.
9. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
10. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
11. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
12. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
13. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
14. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
15. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.



PROJECT NUMBER 2010-DJ-BX-0164

AWARD DATE 08/04/2010

SPECIAL CONDITIONS

16. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

17. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
18. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.



PROJECT NUMBER 2010-DJ-BX-0164

AWARD DATE 08/04/2010

SPECIAL CONDITIONS

19. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
20. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
21. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
22. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
23. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
24. Recipient may not expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
25. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.



Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Fort Worth

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2010-DJ-BX-0164

PAGE 1 OF 1

This project is supported under FY10 (BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Esmeralda C. Womack
(202) 353-3450

2. PROJECT DIRECTOR (Name, address & telephone number)

Sasha Kane
Senior Contract Compliance
350 W Belknap Street
Fort Worth, TX 76102-2004
(817) 392-4243

3a. TITLE OF THE PROGRAM

FY 2010 Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

2010 JAG project

5. NAME & ADDRESS OF GRANTEE

City of Fort Worth
350 West Belknap Street
Fort Worth, TX 76102-2004

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2009 TO: 09/30/2013

8. BUDGET PERIOD

FROM: 10/01/2009 TO: 09/30/2013

9. AMOUNT OF AWARD

\$ 887,364

10. DATE OF AWARD

08/04/2010

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The following jurisdictions are listed as disparate entities under the Fiscal Year 2010 JAG Local Program: Tarrant County, city of Fort Worth, city of Arlington, city of Bedford, city of Haltom City, city of Hurst, and city of North Richland Hills. The city of Fort Worth will serve as the fiscal agent to administer the JAG funds for

all participating jurisdictions. A portion of the city of Fort Worth's allocation will be used for administrative costs.

The cities included in this application have worked on collaborative projects in the past including intelligence sharing, crime analysis, and juvenile and adult drug treatment. Local JAG funds will be used for law enforcement equipment (e.g., tasers, radios, police cruisers, lidar devices, etc.), drug court case manager services, and mental health personnel services.

NCA/NCF



Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 4, 2010

Mr. Tom Higgins
City of Fort Worth
350 West Belknap Street
Fort Worth, TX 76102-2004

Dear Mr. Higgins:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 10 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of \$887,364 for City of Fort Worth.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Esmeralda C. Womack, Program Manager at (202) 353-3450; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "James H. Burch II".

James H. Burch II
Acting Director

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

August 4, 2010

Mr. Tom Higgins
City of Fort Worth
350 West Belknap Street
Fort Worth, TX 76102-2004

Dear Mr. Higgins:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEO Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEO, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO, but it does not have to submit the EEO to OCR for review. Instead, your organization has to maintain the EEO on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEO, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



COUNCIL AGENDA BACKGROUND

PRESENTER:

David Flory, Police Chief

ITEM:

Consider a resolution authorizing the purchase of two 2010 replacement traffic vehicles and related equipment in the amount of \$59,990 from Dallas Dodge through the Houston-Galveston Area Council State Contract.

DISCUSSION:

On September 14, 2010, the Bedford City Council passed an ordinance adopting the FY 2010/11 Budget. Funds were allocated within the budget for the purchase of two replacement vehicles to be utilized by the Traffic Division. Both vehicles purchased will be Dodge Chargers.

Current Traffic vehicles are older model Ford Crown Victoria's with over 100 points on the City's Vehicle Decision Tree. Dodge Chargers are more effective vehicles for traffic enforcement as they are smaller in size and can be maneuvered easier than a full-sized sedan.

Also approved in the FY 2010/11 Budget is the purchase of emergency equipment to outfit both traffic vehicles. The emergency equipment is part of the State Contact and included in the total cost from Dallas Dodge.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the purchase of two 2010 replacement traffic vehicles and related equipment in the amount of \$59,990 from Dallas Dodge through the Houston-Galveston Area Council State Contract.

FISCAL IMPACT:

The fiscal impact will be \$59,990 to be funded through the Traffic Safety Fund.

ATTACHMENTS:

Resolution

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO 2010 REPLACEMENT TRAFFIC VEHICLES AND RELATED EQUIPMENT IN THE AMOUNT OF \$59,990 FROM DALLAS DODGE THROUGH THE HOUSTON-GALVESTON AREA COUNCIL STATE CONTRACT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to replace two traffic vehicles with funds approved in the FY 2010/11 budget; and,

WHEREAS, the City Council of Bedford, Texas determines that to meet public safety demands and reduce maintenance costs, two existing traffic vehicles must be replaced; and,

WHEREAS, in order to obtain best pricing, the purchase of two replacement traffic vehicles should be through the Houston-Galveston Area State Contract.

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

SECTION 1. That the City Manager is hereby authorized to purchase two 2010 replacement traffic vehicles and related equipment in the amount of \$59,990 from Dallas Dodge through the Houston-Galveston Area Council State Contract.

PASSED AND APPROVED this 12th day of October 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



COUNCIL AGENDA BACKGROUND

PRESENTER:

David Flory, Police Chief

ITEM:

Consider a resolution authorizing the purchase of eight 2011 replacement patrol vehicles and related equipment in the amount of \$235,688 from Holiday Chevrolet through the Department of Public Safety State Contract.

DISCUSSION:

On September 14, 2010, the Bedford City Council passed an ordinance adopting the FY 2010/11 Budget. Funds were allocated within the budget for the purchase of seven replacement front line police vehicles and one replacement supervisor vehicle to be utilized by the Patrol Division. All eight vehicles purchased will be police pursuit package Chevrolet Tahoes.

This year's fleet purchase is part of the Police Department's ten-year vehicle plan as outlined two years ago during the FY 2008/09 budget work session. Current front line patrol vehicles are two years old and will be moved to the Department's "back line" fleet.

The Police Department also intends on purchasing installed light bars, laguna plastic molded seats with cargo partitions, and other minor equipment through Holiday Chevrolet utilizing the Department of Public Safety State Contract.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the purchase of eight 2011 replacement patrol vehicles and related equipment in the amount of \$235,688 from Holiday Chevrolet through the Department of Public Safety State Contract.

FISCAL IMPACT:

The fiscal impact will be \$235,688 to be funded through the Traffic Safety Fund.

ATTACHMENTS:

Resolution

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE PURCHASE OF EIGHT 2011 REPLACEMENT PATROL VEHICLES AND RELATED EQUIPMENT IN THE AMOUNT OF \$235,688 FROM HOLIDAY CHEVROLET THROUGH THE DEPARTMENT OF PUBLIC SAFETY STATE CONTRACT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to replace eight patrol vehicles with funds approved in the FY 2010/11 budget; and,

WHEREAS, the City Council of Bedford, Texas determines that to meet public safety demands and reduce maintenance costs, eight existing front line police vehicles must be replaced; and,

WHEREAS, in order to obtain best pricing, the purchase of eight replacement police vehicles and related equipment should be through the Department of Public Safety State Contract.

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

SECTION 1. That the City Manager is hereby authorized to purchase eight 2011 replacement patrol vehicles and related equipment in the amount of \$235,688 from Holiday Chevrolet through the Department of Public Safety State Contract.

PASSED AND APPROVED this 12th day of October 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



COUNCIL AGENDA BACKGROUND

PRESENTER:

David Flory, Police Chief

ITEM:

Consider a resolution authorizing the purchase of emergency equipment to outfit eight Chevrolet Tahoes in the amount of \$40,830 from John Wright and Associates through the Tarrant County Joint Venture Cooperative Purchasing Program.

DISCUSSION:

On September 14, 2010, the Bedford City Council passed an ordinance adopting the FY 2010/11 Budget. Funds were allocated within the budget for the purchase of seven replacement front line police vehicles and one replacement supervisor vehicle to be utilized by the Patrol Division.

Also approved in the FY 2010/11 Budget and the 2010 Byrne Justice Assistance Grant Program Award is the purchase of emergency equipment to outfit all eight units. The emergency equipment in the amount of \$40,830 will be purchased through John Wright and Associates utilizing the Tarrant County Joint Venture Cooperative Purchasing Program.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the purchase of emergency equipment to outfit eight Chevrolet Tahoes in the amount of \$40,830 from John Wright and Associates through the Tarrant County Joint Venture Cooperative Purchasing Program.

FISCAL IMPACT:

The total fiscal impact will be \$40,830 to which \$23,701 will be funded through the 2010 Byrne Justice Assistance Grant and the remainder \$17,129 will be funded through the Traffic Safety Fund.

ATTACHMENTS:

Resolution

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE PURCHASE OF EMERGENCY EQUIPMENT TO OUTFIT EIGHT CHEVROLET TAHOES IN THE AMOUNT OF \$40,830 FROM JOHN WRIGHT AND ASSOCIATES THROUGH THE TARRANT COUNTY JOINT VENTURE COOPERATIVE PURCHASING PROGRAM.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase emergency related equipment to outfit eight patrol vehicles with funds approved in the FY 2010/11 budget and the 2010 Byrne Justice Assistance Grant; and,

WHEREAS, in order to obtain best pricing, the emergency equipment will be purchased through the Tarrant County Joint Venture Cooperative Purchasing Program.

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

SECTION 1. That the City Manager is hereby authorized the purchase of emergency equipment to outfit eight Chevrolet Tahoes in the amount of \$40,830 from John Wright and Associates through the Tarrant County Joint Venture Cooperative Purchasing Program.

PASSED AND APPROVED this 12th day of October 2010, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



COUNCIL AGENDA BACKGROUND

PRESENTER:

David Flory, Police Chief

ITEM:

Consider a resolution authorizing the installation of emergency equipment and graphics for eight Chevrolet Tahoes in the amount of \$20,800 through John Wright and Associates.

DISCUSSION:

On September 14, 2010, the Bedford City Council passed an ordinance adopting the FY 2010/11 Budget. Funds were allocated within the budget for the purchase of seven replacement front line police vehicles and one replacement supervisor vehicle to be utilized by the Patrol Division.

Also approved in the FY 2010/11 Budget was the purchase and installation of emergency equipment to outfit all eight units. The emergency equipment purchased will be installed through John Wright and Associates.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the installation of emergency equipment for eight Chevrolet Tahoes in the amount of \$20,800 through John Wright and Associates.

FISCAL IMPACT:

The fiscal impact will be \$20,800 to be funded through the Patrol Division's Motor Vehicle Maintenance account.

ATTACHMENTS:

Resolution

RESOLUTION NO. 10-

A RESOLUTION AUTHORIZING THE INSTALLATION OF EMERGENCY EQUIPMENT AND GRAPHICS FOR EIGHT CHEVROLET TAHOES IN THE AMOUNT OF \$20,800 THROUGH JOHN WRIGHT AND ASSOCIATES.

WHEREAS, the City Council of Bedford, Texas determines the necessity to install emergency equipment and graphics for eight new Chevrolet Tahoe patrol vehicles with funds approved in the FY 2010/11 budget; and,

WHEREAS, the installation of emergency equipment is necessary for responding to priority incidents, offenses and accidents; and,

WHEREAS, the installation of graphics is necessary for the community to quickly identify the vehicle as an emergency responding police unit.

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

SECTION 1. That the City Manager is hereby authorized the installation of emergency equipment and graphics for eight Chevrolet Tahoes in the amount of \$20,800 through John Wright and Associates.

PASSED AND APPROVED this 12th day of October 2010, by a vote of __ ayes, __ nays and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



COUNCIL AGENDA BACKGROUND

PRESENTER:

Chris Brown, Councilmember

ITEM:

Discussion and possible staff direction regarding parking of trailers.

DISCUSSION:

Councilman Brown requested this item be placed on the agenda for discussion.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Letter of Request

Jakubik, Megan

From: Wells, Michael
Sent: Wednesday, September 29, 2010 5:59 PM
To: Jakubik, Megan
Subject: Fwd: Oct 12 Mtg

----- Forwarded message -----

From: "Brown, Chris" <Chris.Brown@ci.bedford.tx.us>
Date: Wed, Sep 29, 2010 5:41 pm
Subject: Oct 12 Mtg
To: "Wells, Michael" <Michael.Wells@ci.bedford.tx.us>

Michael,

Will you please add to the agenda for Oct 12th:

Discussion and possible staff direction regarding parking of trailers.

Thank you,
Chris

Chris Brown
Bedford City Council
Mayor Pro Tem
817 689 7074
www.ci.bedford.tx.us



COUNCIL AGENDA BACKGROUND

PRESENTER AND ITEM:

Council member reports on City business:

- a) Mayor Story- report on the October 4 Tarrant County Mayor's meeting.
- b) Councilman Fisher- report on the HOA roundtable meeting.

DISCUSSION:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Letter of Requests

Jakubik, Megan

From: Wells, Michael
Sent: Wednesday, October 06, 2010 10:55 AM
To: Miller, David; Jakubik, Megan
Subject: Fwd: Agenda Item

From: "Story, Jim"
Date: Wed, Oct 6, 2010 10:42 am
Subject: Agenda Item
To: "Wells, Michael" <Michael.Wells@ci.bedford.tx.us>
Cc: "Queen, Beverly" <Beverly.Queen@ci.bedford.tx.us>

Please place on the Oct. 12 council agenda under Council Reports: Report on Oct. 4 Tarrant County Mayor's Council meeting.

Jim Story

PS: I don't have David's email address, so please forward this to him.

Jakubik, Megan

From: Wells, Michael
Sent: Wednesday, September 22, 2010 1:49 PM
To: Jakubik, Megan
Subject: FW: Agenda Item

From: Roger Fisher II
Sent: Wednesday, September 22, 2010 12:52 PM
To: Wells, Michael
Subject: Agenda Item

Michael,

I would like to address the council under council member reports. The topic will include items and the discussion that took place at the HOA round table meeting that was sponsored by the community affairs commission.

All the Best
Roger Fisher