

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, June 14, 2011
2000 Forest Ridge Drive
Bedford, Texas 76021

Council Chambers Work Session 5:30 p.m.
Council Chambers Regular Session 6:30 p.m.

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

WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Discuss projects to be included in the July 2011 Bond Issue.
- Update on planning for Blues and BBQ Festival.

EXECUTIVE SESSION:

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

- a) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.
- b) Pursuant to Section 551.071, consultation with the City Attorney regarding pending or contemplated litigation - Holiday Inn.
- c) Pursuant to Section 551.072, deliberation regarding the purchase, exchange, lease, or value of real property –1805 L. Don Dodson Drive, Bedford, TX 76021 and 2400 School Lane, Bedford, TX 76021.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Dr. Stephen Rosser, 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

PERSONS TO BE HEARD

1. The following individuals have requested to speak to the Council tonight under Persons to be Heard:

- Terry Purdom & James Mayer, Texas Harley-Davidson, 1839 Airport Freeway, Bedford, TX 76021 – Requested to speak to the Council regarding changing the name of Shoalmont to Don Smith Drive.

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:
 - a) May 24, 2011 special and regular meeting

OLD BUSINESS

3. Consider a resolution amending the Memorandum of Understanding (MOU) with Brenda Harris relative to 1725 Bedford Road by extending the expiration date.

NEW BUSINESS

4. Consider an ordinance amending Ordinance 383, authorizing the placement and enforcement of traffic control devices within the City of Bedford, Texas; providing a repealing clause; providing a penalty clause; and declaring an effective date.
5. Consider an ordinance amending the City of Bedford Code of Ordinances, Chapter 114, Article II, Traffic Control Devices, Section 114-37, "Ratification of existing devices," in its entirety and Section 114-38, "Installation of traffic lights," to add a specific location for traffic signals; providing a repealing clause; providing a severability clause; providing for a penalty; and declaring an effective date.
6. Consider an ordinance amending a previous ordinance imposing Hotel Occupancy Tax and providing for the administration and collection of such tax; establishing a penalty; repealing all ordinances in conflict herewith; providing a severability clause; and providing for an effective date.
7. Consider all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation, including the adoption of a resolution relating thereto.
8. Consider a resolution to authorize the City Manager to enter into an agreement with JP Morgan Chase Bank to provide bank depository and related banking services to the City of Bedford from September 1, 2011 through August 31, 2013, with an option for three one-year term extensions.
9. Consider a resolution to reject the bid for the 2011/2013 Street Sweeping Program.
10. Consider a resolution authorizing the City Manager to enter into a professional services contract with J. Richard Perkins, P.E., for the following: (1) periodic staff review of plats and construction/site plans for private developments within the City; (2) periodic review of construction plans from other engineering consultants under contract with the City for the design of public improvements; (3) consulting, review, oversight, design and general administration of ongoing City projects and other public works projects as determined by the Public Works Director.
11. Consider setting dates for interviews for Bedford Citizen Boards and Commissions specifically the Cultural Commission.
12. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Control Board- Councilman Griffin
 - ✓ Animal Shelter Advisory Board- Councilman Griffin
 - ✓ Beautification Commission- Councilman Turner

- ✓ **Community Affairs Commission- Councilman Fisher**
- ✓ **Library Board- Councilman Brown**
- ✓ **Parks & Recreation Board- Councilman Griffin**
- ✓ **Senior Citizen Advisory Board- Councilman Savage**
- ✓ **Teen Court Advisory Board- Councilman Champney**

13. Council member reports

- ✓ **Mayor Story:**
 - a) **Report on ICSC.**
 - b) **Report on June 6 Tarrant County Mayor's Council.**

14. City Manager report

15. 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, June 10, 2011 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 Work Session

PRESENTERS:

Beverly Queen Griffith, City Manager
Clifford Blackwell, CGFO, Director of Administrative Services

ITEM:

Discuss projects to be included in the July 2011 Bond Issue.

DISCUSSION:

This discussion is in reference to item #7. Staff is presenting the list of previously approved projects to receive final consensus before beginning preparation of the bond documents.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



Council Work Session

PRESENTER:

Wendy Hartnett, Special Events Coordinator

ITEM:

Update on planning for Blues and BBQ Festival.

DISCUSSION:

Staff will present an update on the planning for the Blues & BBQ Festival.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER AND ITEM:

- Terry Purdom & James Mayer, Texas Harley-Davidson, 1839 Airport Freeway, Bedford, TX 76021 – Requested to speak to the Council regarding changing the name of Shoalmont to Don Smith Drive.

DISCUSSION:

N/A

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Letter of Request

Jakubik, Megan

From: Wells, Michael
Sent: Friday, May 27, 2011 4:03 PM
To: Jakubik, Megan
Subject: FW: Street Name Change

-----Original Message-----

From:
Sent: Wednesday, May 25, 2011 4:02 PM
To: Wells, Michael
Subject: Street Name Change

Hello Mike, Could you please put me on the agenda for the next council meeting. I would like to request a name change of Shoalmont to Don Smith Drive, Road, etc.

Thanks, Terry Purdom
817 412 8715



Council Agenda Background

PRESENTER:

Michael Wells, City Secretary

ITEM:

Consider approval of the following City Council minutes:
a) May 24, 2011 special and 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 Special Session at 5:30 p.m., Work Session at 6:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive on the 24th day of May 2011 with the following members present:

Chris Brow
Ray Champney
Roger Fisher
Jim Griffin
Roy Savage
Roy W. Turner

Mayor Pro Tem
Council Members

Constituting a quorum.

Mayor Story was absent at tonight's meeting.

Staff present included:

David Miller
Stan Lowry
Michael Wells
Roger Gibson
John Kubala
Mirenda McQuagge-Walden
Maria Redburn

Deputy City Manager
City Attorney
City Secretary
Interim Police Chief
Public Works Director
Managing Director of Community Services
Library Manager

SPECIAL SESSION

Mayor Pro Tem Brown called the Special Session to order at 5:30 p.m.

- **Consider a resolution to receive and accept as true and correct the canvassed voting results for the General Election held on May 14, 2011 for the election of Council Members Place 4 and Place 6 as presented by the City Secretary.**

Motioned by Councilman Griffin, seconded by Councilman Turner, to approve a resolution to receive and accept as true and correct the canvassed voting results for the General Election held on May 14, 2011 for the election of Council Members Place 4 and Place 6 as presented by the City Secretary.

Motion approved 6-0-0. Mayor Pro Tem Chris Brown declared the motion carried.

INAUGURATION OF NEWLY ELECTED OFFICIALS

- **Administer Statement of Elected Officer and Oath of Office to newly elected Council Members Place 4 and Place 6 and presentation of the Certificate of Election.**

City Secretary Michael Wells administered the Statement of Elected Officer and Oath of Office to re-elected councilmen Ray Champney, Place 4, and Chris Brown, Place 6, at tonight's meeting. Mayor Pro Tem Brown presented Ray Champney with his Certificate of Election and Councilman Savage presented Chris Brown with his Certificate of Election.

Councilman Champney wanted to thank everyone in the City for allowing him to serve. It is an honor and a privilege and he hopes that he has made some contributions to the City and that he will continue to do so. He urged the citizens to contact him to address any issues. He wants to prove he is deserving of their confidence and votes.

Mayor Pro Tem Brown wanted to thank his parents for all of their support, especially over the last three years. He thanked everyone who helped him throughout the campaign for their support and the giving of their time. He thanked his opponent Ms. Sisson for running a great campaign and getting involved in the City. He told the rest of the Council that it has been an absolute pleasure to serve with them and he is looking forward to working with them over the next three years. This was the first time that the entire Council was held over for two straight years since 2002. It is a sign of the community supporting the direction they are taking the City.

ADJOURNMENT

Mayor Pro Tem Brown adjourned the Special Session at 5:37 p.m.

WORK SESSION

Mayor Pro Tem Brown called the Work Session to order at 6:00 p.m.

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

Council discussed placing the following items by consent: 2, 3, 4, 5, 6, 7 and 8.

- **Staff report regarding the request to close Somerset Circle.**

Public Works Director John Kubala presented information on a request to close Somerset Circle. The request was received through NTE Mobility Partners from a resident on Somerset to eliminate the entry from Somerset Circle onto the eastbound service road of S.H. 183. Mr. Kubala reviewed the request with the Police and Fire Departments. They objected to the fact that it would only leave one way in and out of that subdivision, which consists of approximately 30 homes. Any kind of accident that blocked Somerset Terrace at Stonegate Court would prevent emergency personnel from getting to those homes. After reviewing the request, staff does not believe it is in the public interest to close the Circle and recommends denying the request. Staff will pass the Council's decision on to NTE. The resident who made the request was informed of tonight's meeting and staff's recommendation.

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:

- **Pursuant to Section 551.072 of the Texas Government Code: to deliberate the purchase, exchange, lease or value of real property in regards to Glenda Drive and Sulphur Branch.**

Council convened into Executive Session pursuant to the Texas Government Code regarding Section 551.072, to deliberate the purchase, exchange, lease or value of real property in regards to Glenda Drive and Sulphur Branch at 6:11 p.m.

Council reconvened from Executive Session at approximately 6:29 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 6:30 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Pro Tem Brown called the meeting to order. He announced that Mayor Story and City Manager Beverly Queen Griffith are currently out of town and that staff is keeping track of the weather.

INVOCATION (Dr. Jeff May, First United Methodist Church of Bedford)

Dr. Jeff May of First United Methodist Church of Bedford 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 items by consent: 2, 3, 4, 5, 6, 7 and 8.

Motion approved 6-0-0. Mayor Pro Tem Brown declared the motion carried.

COUNCIL RECOGNITION

1. Employee Service Recognition

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

James McClure, Police Department – 5 years of service

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:

- a) May 10, 2011 regular meeting
- b) May 17, 2011 special meeting

This item was approved by consent.

NEW BUSINESS

3. Consider an ordinance of the City Council of the City of Bedford, Texas, ("City") approving a negotiated resolution between the Steering Committee of cities served by Oncor ("Steering Committee") and Oncor Electric Delivery Company LLC ("Oncor" or "Company") regarding the company's application to increase electric rates in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; requiring the company to reimburse cities' reasonable ratemaking expenses; and adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; approving Oncor's proof of revenues.

This item was approved by consent.

4. Consider a resolution authorizing the closure of Kentwood Circle at its intersection with the west bound service road of SH 183 and SH 121 subject to North Tarrant Express (NTE) Mobility Partners continuing the sound wall in this area.

This item was approved by consent.

- 5. Consider a resolution authorizing the City Manager to enter into a contract with Hall Albert Construction, LLC for Sanitary Sewer Line Replacement at Various Creek Crossing Locations in the amount of \$166,886.50.**

This item was approved by consent.

- 6. Consider a resolution authorizing the City Manager to enter into Amendment #1 and Amendment #2 to the professional services contract with Kimley-Horn and Associates, Inc. in the amount of \$11,000 for Signal Warrant Analysis, Traffic Signal Design, Traffic Signal System Upgrade and Coordinated Signal Timing Implementation.**

This item was approved by consent.

- 7. Consider a resolution to abandon a Landscape Easement in Lot A, Block 1, Dallas Federal Addition to the City of Bedford, Texas.**

This item was approved by consent.

- 8. Consider a resolution ratifying an amendment to the contract with Harrison, Walker and Harper for the construction of a 250 kW photovoltaic solar array system for the new Bedford Public Library requiring that the construction comply with the Buy America Act and the Davis-Bacon Act.**

This item was approved by consent.

- 9. Report on most recent meeting of the following Boards and Commissions:**
 - ✓ **Animal Control Board- Councilman Griffin**

No report was given.

- ✓ **Animal Shelter Advisory Board- Councilman Griffin**

No report was given.

- ✓ **Beautification Commission- Councilman Turner**

Councilman Turner reported that the Commission continues to support the Community Garden. The groundbreaking for the Garden was Friday morning and there was a write-up on the groundbreaking in Monday's Star-Telegram.

- ✓ **Community Affairs Commission- Councilman Fisher**

Councilman Griffin sat in for Councilman Fisher at the last Commission meeting. They are currently working on their goals and objectives for current projects such as renewable energy, the Shop Bedford First Program, and HOA and business roundtables. They want to put these in writing and present them to Council to ensure that they were in line with Council's expectations.

- ✓ **Library Board- Councilman Brown**

No report was given.

- ✓ **Parks & Recreation Board- Councilman Griffin**

No report was given.

✓ **Senior Citizen Advisory Board- Councilman Savage**

No report was given.

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

No report was given.

10. Council member reports

Councilman Savage gave a report on the Investment Committee meeting. The quarter end average yield for the City's portfolio is 0.78% and the fiscal year-to-date average yield is 0.80%. The Committee received several bids for bank services and there is good completion out there. He then presented the market outlook from Valley View Consulting.

Mr. Champney attended the Community Affairs Alternative Energy event held last Thursday. The guest speaker was William Peck who gave an excellent presentation for one and a half hours. There were 12 people in attendance. It would behoove citizens to attend these types of events since they can learn worthwhile information that could eventually save them a lot of money.

11. City Manager report

No report was given.

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

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

ADJOURNMENT

Mayor Pro Tem Brown adjourned the meeting at 6:45 p.m.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER:

David Miller, Deputy City Manager
Brenda Harris, HEB Prom Closet

ITEM:

Consider a resolution amending the Memorandum of Understanding (MOU) with Brenda Harris relative to 1725 Bedford Road by extending the expiration date.

DISCUSSION:

Brenda Harris has requested that the Council allow her to continue to use 1725 Bedford Road for the purpose of housing a Prom Closet benefiting the students of Hurst-Eules-Bedford Independent School District. Ms. Harris has been searching for alternative premises to relocate the HEB Prom Closet, but has been unsuccessful thus far. Ms. Harris would like to extend the expiration date until the end of December 2011, if possible. Council may choose the date they would like to permit Ms. Harris to occupy the space.

As a reminder the Memorandum of Understanding included the following general provisions:

- The MOU expires on July 1, 2011;
- Ms. Harris will be responsible for all utility costs associated with the building for the duration of the agreement;
- Ms. Harris will not attach any signs to the building and any signs on the property will comply with the City sign ordinance;
- Ms. Harris will not display any merchandise from the windows; and,
- Ms. Harris will not have any outside sales or displays of merchandise.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution amending the Memorandum of Understanding (MOU) with Brenda Harris relative to 1725 Bedford Road by extending the expiration date to _____.

FISCAL IMPACT:

The Fiscal Impact is \$10 per month for every additional month permitted.

ATTACHMENTS:

Resolution
Letter of Request
Memorandum of Understanding

RESOLUTION NO. 11-

A RESOLUTION AMENDING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH BRENDA HARRIS RELATIVE TO 1725 BEDFORD ROAD BY EXTENDING THE EXPIRATION DATE.

WHEREAS, the City Council of Bedford, Texas entered into a Memorandum of Understanding (MOU) with Brenda Harris relative to the property located at 1725 Bedford Road on March 8, 2011; and,

WHEREAS, the MOU expires July 1, 2011; and,

WHEREAS, the City Council of Bedford, Texas desires to extend the expiration date of the MOU at the request of Brenda Harris; and,

WHEREAS, no other terms of the MOU will change with this amendment.

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 amend the Memorandum of Understanding with Brenda Harris relative to 1725 Bedford Road by extending the expiration date to _____.

PASSED AND APPROVED this 14th day of June 2011, 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



Lending a Hand for Those Special Occasions

May 6, 2011

Dear Honorable Mayor and City Council Members,

We would love to update you on the success of the HEB Prom Closet. Since we first opened our doors on March 19th, the Prom Closet has helped outfit over 135 students and adults with special occasion attire. The outpouring of gratitude from these local residents has been both amazing and humbling.

One of the reasons for our success has been the wonderful location that you so graciously agreed to lease us. The "little gray house" has been turned into a charming and inviting boutique where the customers receive help from their own personal shopper when they walk through the door.

We are actively seeking a more permanent location but we have not yet come up with a place in the price range we can afford. We would appreciate your consideration regarding the extension of our lease for six months until the end of the year while we continue to look. Once we are able to secure a location, we would relocate as quickly as possible.

We have truly enjoyed our partnership with the City of Bedford and we ask your kindness in continuing this relationship.

Thank you,

A handwritten signature in black ink that reads "Brenda Harris". The signature is written in a cursive, flowing style.

Brenda Harris
HEB Prom Closet

**HEB Prom Closet Leadership Board: Dr. Robin Witt, Brenda Harris,
Melody Davenport, Holley Hendrickson, Arlissa Schober, Sissy Smyer**

MEMORANDUM OF UNDERSTANDING

TO: BRENDA HARRIS
FROM: CITY OF BEDORD, TEXAS
SUBJECT: 1725 BEDFORD ROAD
DATE: MARCH 9, 2011

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), made as of the ___ day of _____, 2011, by and between the City of Bedford, Texas (herein called "City"), and Brenda Harris, 3712 Hillwood Way, Bedford, Texas 76021 (herein called "Harris").

In consideration of the covenants and agreements hereafter reserved and contained on the part of Harris to be observed and performed, the City hereby authorizes the use of those certain premises described as follows on a month to month basis:

**1725 Bedford Road
Bedford, Texas 76021**

The subject property, herein called the “Property”. Harris shall use the Property only for the purpose of selling, renting, and/or providing formal wear, semi-formal wear, business wear, and accessories for students, family, and friends of the Hurst-Eules-Bedford Independent School District and for no other purpose unless the City agrees in writing.

The following constitutes the provisions of this MOU:

1. GENERAL PROVISIONS

- (a) City’s Address: 2000 Forest Ridge Drive
Bedford, Texas 76021-1895
- (b) Harris’ Address: 3712 Hillwood Way
Bedford, Texas 76021
- (c) Unless terminated earlier, the term of the MOU shall commence on the date of its execution and shall expire on JULY 1, 2011, (the "Expiration Date"). Harris shall fully vacate and abandon the Property no later than the Expiration Date. Notwithstanding the foregoing, either City or Harris may terminate this MOU, with or without cause, by giving the other party thirty (30) days written notice.

- (d) The fee for the use of the Property shall be \$10.00 per month, payable on or before the first day of each month. The City shall waive any prorated amount for the remaining period of March, 2011 and first payment shall become due on or before April 1, 2011.
- (e) All applications, connections and financial responsibilities for necessary utilities and services on the Property shall be made by and in the name of Harris only, including water, sewer, gas, electric and trash removal. Harris shall be responsible for paying the actual cost of all utility charges on a monthly basis. Harris shall be responsible for all telecommunications facilities and equipment.
- (f) Harris shall not offer or schedule any use or programs at the Property without first being reviewed by City.
- (g) Harris shall not erect any sign on the Property that does not comply with the approved sign ordinance for the City. Harris shall not attach any sign to the outside portion of the Property.
- (h) Harris shall not display any merchandise in the windows of the Property.
- (i) Harris shall not have any outside sales or outside displays of merchandise.

2. HARRIS' PERSONAL PROPERTY

All machinery, equipment, furniture, furnishings, movable walls or partitions, computers, trade fixtures or other personal property, and consumable inventory and supplies, owned by and used or useful in Harris' business on the Property, including without limitation, all items of furniture, furnishings, equipment, supplies and inventory, and Harris' accounts receivable and operating licenses, if any, is included within the definition of Harris' Personal Property.

3. TAXES

Harris shall pay all personal and personal business property taxes assessed against the Property. City shall pay real property ad valorem taxes, if any, against the Property, for taxes accruing as of the commencement date of the MOU.

4. HARRIS' USE AND REMOVAL OF PERSONAL PROPERTY

Harris may, at its expense, install, affix, assemble or place on the Property, any items of Harris' Personal Property, and Harris may remove the same at any time if approved in

writing by the City. Should Harris vacate possession of the Property on or prior to the expiration of the term, Harris will, at its expense, restore the Property at the expiration or earlier termination of this MOU to the condition required by Article 5, including repair of all damage to the Property caused by the removal of Harris' Personal Property.

5. REPAIRS AND MAINTENANCE OF THE PROPERTY

Harris shall keep the interior of the Property, which includes, but is not limited to, all electrical, plumbing, and other mechanical installation therein, all doors, and all plate glass and door window glass, in good order and clean and attractive appearance, making all improvements, alterations, replacements, and modifications at its own expense upon written approval of the City. Materials and labor of a kind and quality substantially equal to the original work shall be used.

Harris shall surrender the Property at the expiration or earlier termination of this MOU in as good a condition as when received, reasonable wear and tear excepted.

The City shall be not be responsible for any necessary or major repairs or replacements of the Property. The City shall be responsible for all exterior grounds and landscaping.

Harris will, upon the expiration or prior termination of this MOU, vacate and surrender the Property to the City in the condition in which the Property was originally received from the City, except as repaired, rebuilt, restored, altered or added to as permitted or required by the provisions of this MOU and except for ordinary wear and tear (subject to the obligation of Harris to maintain the interior of Property in good order and repair during the entire Term of the MOU), damage caused by the negligence or willful acts of the City, and damage or destruction described in Article 8.

6. ALTERATIONS

Harris shall not make any alterations, improvements, or additions to the Property during the term of the MOU, or any extension thereof, without first obtaining the written consent of the City Manager's office of the City and all required permits. Harris shall not cut or drill into, or secure any fixture, apparatus, or equipment of any kind to any part of the Property without first obtaining written consent of the City. All such approved alterations, improvements, and additions made by Harris shall remain upon the Property at the expiration or earlier termination of the MOU and shall become the property of the City, unless the City shall, prior to such termination, have given written notice to Harris to remove same in which event Harris shall remove such alterations, improvements, and additions and restore the Property to the same good order and condition in which they were at the commencement of the MOU. The foregoing provisions shall not apply to the equipment, trade fixtures and items that do not become common law fixtures, which may be removed by Harris prior to expiration or sooner termination of the MOU.

7. AFFIRMATIVE COVENANTS OF TENANT

Harris covenant that they shall:

Comply with the terms of any state or federal statute or local ordinance or regulation applicable to Harris or its use of the Property, and indemnify and hold the City harmless from penalties, fines, costs, expenses, or damages resulting from its failure to do so;

Comply with the terms and conditions set herein relating to the use, operation, and maintenance of the Property;

Give to the City prompt written notice of any accident, fire, or damage occurring on or to the Property;

Have no power or authority to create any lien or permit any lien to attach to the Property, reversion or other estate of the City in the Property and all suppliers, contractors, artisans, mechanics, and laborers and other persons contracting with Harris with respect to the Property or any part thereof are hereby charged with notice that the interest of the City shall not be subject to liens for improvements made by or on behalf of Harris. Harris agrees to do all things necessary to prevent the filing of any mechanic's or other liens against the Property or any part hereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Harris, or any part thereof, through or under Harris. Except as may otherwise be provided herein, if any such lien shall at any time be filed against the Property, Harris shall cause the same to be discharged of record within thirty (30) days after the date of filing of same. If Harris shall fail to discharge such lien within said period, then, in addition to any other right or remedy of the City resulting from Harris' defaults, the City may, but shall not be obligated to, terminate the MOU and/or discharge the same whether by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law; and repay the City on demand, all sums disbursed or deposited by the City pursuant to the foregoing paragraphs of this Section 7, including reasonable attorney's fees;

Have no authority to sublease the Property to any one or any entity, without the prior express written consent of the City. To this end, at the date of execution of this MOU, Harris hereby affirms that it has no sub-lease agreements with any persons or entities. Any sub-lease agreed to by the City shall be accompanied by an Assumption Agreement whereby the Sub-Lessee shall be liable for all terms and conditions of this MOU; and,

Properly store all materials and any hazardous materials in accordance with applicable local, state, and federal laws, and in accordance with the recommendation of the City's Fire Marshal.

8. DAMAGE TO THE PROPERTY

If the Property shall be damaged by fire or other casualty of the kind insured against in standard policies of fire or property insurance with extended coverage, but are not thereby rendered untenable in whole or in part, Harris shall promptly, after receipt of the insurance proceeds, cause such proceeds to be turned over in full to the City. Provided, however, that if desired by the City, this MOU shall automatically terminate and the City shall have no obligations to cause such damage to be repaired as described in the paragraph.

In the event of a partial destruction of the Property during the term hereof, from any cause, the City shall, at its sole discretion, determine whether it will repair the Property, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate the MOU, except that Harris shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Harris on the Property. If such repairs cannot be made within said sixty (60) days, the City, at its option, may make the repairs within a reasonable time, this MOU continuing in effect with the rent proportionately abated as aforesaid, and in the event that the City shall not elect to make such repairs which cannot be made within sixty (60) days, the MOU may be terminated at the option of either party.

Notwithstanding any other provisions in this MOU, Harris hereby acknowledges that the Property is in good order and repair, unless otherwise indicated herein.

9. INDEMNIFICATION AND INSURANCE RIGHTS

Harris shall indemnify the City, which term shall include its agents, elected officials, officers, employees and attorneys and save it harmless from and against any and all claims, actions, damages, liability, and expense, including reasonable attorney's fees, in connection with loss of life, personal injury, or damage to Property occurring in or about, or arising out of, the Property, or use thereof, or occasioned wholly or in part by any act, occurrence or commission of Harris, its agent, subtenants, licenses, contractors, customers, invitees or employees. All costs, expenses and reasonable attorney's fees that may be incurred or aid in enforcing the covenants and conditions of the MOU, whether incurred as a result of litigation or otherwise, shall be recovered by the prevailing party from the other party.

Harris shall take out and keep in force during the term hereof, without expense to the City, with an insurance company, qualified to do business in the State of Texas or other company acceptable to the City, comprehensive general public liability insurance, in the name of Harris and name of the City as additional insured against any liability for injury to or death of persons resulting from any occurrence in or about the Property and for damage to property in such amounts as may from time to time be customary with

respect to similar properties in the same area, but in any event ***not less than \$300,000 per occurrence in respect of bodily injury and \$1,000,000 for property damage.*** True copies of said policies, or certificates thereof, showing the premium thereunto have been paid shall be delivered to the City upon execution of this MOU and yearly thereafter throughout the term of this MOU. If Harris fails to procure and keep in force such insurance, the City may procure it, and the cost thereof with interest at the maximum lawful rate shall be payable immediately by Harris to the City, or may elect to terminate this MOU. Such insurance may be provided by a blanket insurance policy covering the Property, so long as the coverage on the Property is at all times at least as great as required by this subsection.

Harris shall at all times during the terms hereof keep in force, at its own expense, any and all insurance it deems sufficient to cover Harris' personal property within or about the Property. Harris and the City agree that the City shall not be liable for any damage or destruction of Harris' personal property.

10. SURRENDER AND HOLDING OVER

Harris, upon expiration or termination of the MOU, either by lapse of time or otherwise, shall peaceably surrender to the City the Property in broom-clean condition and in good repair as required in the MOU.

If Harris remains in possession of the Property with the City's written consent, Harris shall be deemed to be occupying the Property on a month-to-month basis, but otherwise subject to all the covenants and conditions of the MOU.

11. FORCE MAJEURE

In the event that the City or Harris shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delay, the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay, and this MOU and the obligations of the other party to perform and comply with all of the terms and provisions of this MOU shall in no way be affected, impaired, or excused.

12. CITY'S ACCESS TO THE PROPERTY

At all times the City shall have access to the Property (including all buildings) for the purpose of site assessment, surveying, environmental testing, clean-up, or any other reason deemed appropriate by the City. The City agrees to use all reasonable efforts to not interfere with Harris' use of the Property.

24. VENUE

The City and Harris agree to venue in Tarrant County, Texas.

Executed this ____ day of _____, 2011.

City: City of Bedford, Texas

By: _____
Beverly Queen Griffith
City Manager

Harris: Brenda Harris

By: _____
Brenda Harris

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Before me, on the ____ day of _____, 2011, appeared
_____ for and on the behalf of the City of Bedford .

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, on the _____ day of _____, 2011, appeared
_____ for and on the behalf Brenda Harris.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public



Council Agenda Background

PRESENTER:

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

ITEM:

Consider an ordinance amending Ordinance 383, authorizing the placement and enforcement of traffic control devices within the City of Bedford, Texas; providing a repealing clause; providing a penalty clause; and declaring an effective date.

DISCUSSION:

The Public Works Department received a request from a citizen to limit parking on Parkview Lane between Hospital Parkway and the City limits west of Westpark Way. His concern is that "...the assisted living community draws visitors that regularly park in the street in both directions, causing a 'bottleneck'..." Investigations by the Traffic Division of the Public Works Department and the Police Department confirmed the problem. With parking on both sides of the street there is not enough room for two cars to pass each other. Staff proposes to eliminate parking on the north side of Parkview Lane between Hospital Parkway and the City limits west of Westpark Way.

Letters were sent to representatives of the three properties that front on Parkview Lane in this area informing them of this proposal. They were requested to contact Public Works if this presented a problem to them and to date there have been no responses received. The installation of the No Parking signs does not present any problems/downsides for the City.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Ordinance 383, authorizing the placement and enforcement of traffic control devices within the City of Bedford, Texas; providing a repealing clause; providing a penalty clause; and declaring an effective date.

FISCAL IMPACT:

Funding for the "No Parking" signs in the amount of \$450 will come from the Street Division/Public Works Department budget.

ATTACHMENTS:

Ordinance
Request E-mail
Location Map

ORDINANCE NO. 11-

AN ORDINANCE AMENDING ORDINANCE 383, AUTHORIZING THE PLACEMENT AND ENFORCEMENT OF TRAFFIC CONTROL DEVICES WITHIN THE CITY OF BEDFORD, TEXAS; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas determines that it has no objection to placing "No Parking" signs on the north side of Parkview Lane; and,

WHEREAS, the City Council of Bedford, Texas determines that the placing of the "No Parking" signs will improve traffic flow and safety.

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

SECTION 1. Section 2. of Ordinance 383 is hereby amended to include the following traffic control sign:

NO PARKING SIGN

North side of Parkview Lane between Hospital Parkway and the City limits west of Westpark Way.

SECTION 2. That all ordinances, parts of ordinances and amendments thereto in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. That any person who shall violate any of the provisions of the ordinance or shall fail to comply therewith or with any of the requirements 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.

SECTION 4. That this ordinance shall become effective from and after its passage and publication as required by law.

PASSED AND APPROVED this 14th day of June, 2011, 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

Kubala, John

Subject: Dangerous Conditions on residential area road

From: Bill Finstad [REDACTED]
Sent: Friday, May 06, 2011 3:45 PM
To: Kubala, John; Shelton, Bill; Griffith, Beverly; Miller, David
Cc: Story, Jim; Fisher, Roger; [REDACTED]; Griffin, Jim; Champney, Ray; Turner, Roy; Brown, Chris
Subject: Dangerous Conditions on residential area road

With regard to safe driving conditions on Parkview Lane: As you may know, Parkview Lane runs east-west between Hospital Parkway and Westpark Way. A map will show that it has 4 (four) curves to it. 2 (two) of these curves are in front of the Parkwood assisted living community. An incline the road is also in front of Parkwood.

The concern is that the assisted living community draws visitors that regularly park in the street in both directions, causing a "bottleneck" right where there is a curve and an incline. I have seen and/or experience a fair share of "close calls" when traveling down Parkview Lane, due to what I feel is the presence of way too many vehicles parked along the street for such a treacherous stretch of road with such a limited line-of-sight visibility.

Additionally, nearly all of the times I have seen vehicles parked along the sides of the street, there is nearly always parking available in the community's parking lot. Granted, some of these available parking spaces are along the side or the rear of the building... so it would appear that some people might be contributing dangerous driving conditions so they can save a few steps – which is becoming more and more common these days, in general... but that is a different matter.

Since "safety" and "streets" are two of very few things that I expect from the city for my tax dollar, I feel I've neglected bringing this to the city's attention for too long. I am certain that the city is much more aware of what the options are... but a few ideas off the top of my head would be to make both sides of the street along that curve and incline a "no parking" zone... and while this would prompt people to park in the parking lots, if Parkwood does not have enough parking it might be suggested that they review their business needs over the importance of having safe streets... and there is always reducing the speed on the street, but I suspect the police have enough to do already without enforcing a reduced speed zone when other options would make more sense.

In the end, Parkview Lane is a 2-lane road (1 (one) vehicle in each direction). When vehicles park on either or both sides of the street, there is barely room for a single vehicle to travel through that gauntlet without factoring in that there is highly restricted line-of-sight visibility due to the curve and the incline. I am certain I am not the only resident to have noticed this, even if I might be the first to contact the city management about the matter.

I am certain that if city management and the city council were to spare a few minutes to drive along this road, the concern would be obvious. I would very much appreciate a timely response to this matter. I am also willing to be available to discuss additional specifics with regard to this matter, if it would help the city come to the best and safest result for this dangerous stretch of road.

Bill Finstad





Council Agenda Background

PRESENTER:

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

ITEM:

Consider an ordinance amending the City of Bedford Code of Ordinances, Chapter 114, Article II, Traffic Control Devices, Section 114-37, "Ratification of existing devices," in its entirety and Section 114-38, "Installation of traffic lights," to add a specific location for traffic signals; providing a repealing clause; providing a severability clause; providing for a penalty; and declaring an effective date.

DISCUSSION:

The replacement of Section 114-37, "Ratification of existing devices," in its entirety is necessary to make all traffic control signs, signals, devices, and markings placed or erected since the last time this ordinance was revised official traffic-control devices. The ordinance was last revised in July 2007.

The amendment of Section 114-38, "Installation of traffic lights," is necessary to add the new traffic signals placed at the intersection of Bedford Road and Barr Drive.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending the City of Bedford Code of Ordinances, Chapter 114, Article II, Traffic Control Devices, Section 114-37, "Ratification of existing devices," in its entirety and Section 114-38, "Installation of traffic lights," to add a specific location for traffic signals; providing a repealing clause; providing a severability clause; providing for a penalty; and declaring an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance

ORDINANCE NO. 11-

AN ORDINANCE AMENDING THE CITY OF BEDFORD CODE OF ORDINANCES, CHAPTER 114, ARTICLE II, TRAFFIC CONTROL DEVICES, SECTION 114-37, "RATIFICATION OF EXISTING DEVICES," IN ITS ENTIRETY AND SECTION 114-38, "INSTALLATION OF TRAFFIC LIGHTS," TO ADD A SPECIFIC LOCATION FOR TRAFFIC SIGNALS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas finds that amending this Chapter is needed for the protection of the health and safety of its citizens and motorists on its streets; and,

WHEREAS, the City Council of Bedford, Texas finds that amending this Chapter will provide for the orderly flow of traffic throughout the City.

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

SECTION 1. That Section 114-37 of the City of Bedford Code of Ordinances is hereby amended in its entirety to read as follows:

All traffic-control signs, signals, devices and markings placed or erected prior to adoption of this Code and in use for the purpose of regulating, warning or guiding traffic are hereby affirmed, ratified and declared to be official traffic-control devices, provided such traffic-control devices are not inconsistent with the provisions of this chapter or state law.

SECTION 2. That Section 114-38 of the City of Bedford Code of Ordinances is hereby amended to include the following intersection designated as being controlled by traffic-control signals:

Bedford Road @ Barr Drive

SECTION 3. That all ordinances, parts of ordinances and amendments thereto in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. That any person who shall violate any of the provisions of the ordinance or shall fail to comply therewith or with any of the requirements 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.

SECTION 6. That this ordinance shall become effective from and after its passage and publication as required by law.

PRESENTED AND PASSED this 14th day of June, 2011, 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:

Clifford Blackwell, CGFO, Director of Administrative Services

ITEM:

Consider an ordinance amending Chapter 110 of the City of Bedford Code of Ordinances, Article II, "Hotel Occupancy Tax," by imposing Hotel Occupancy Tax and providing for the administration and collection of such tax; establishing a penalty, repealing all ordinances in conflict herewith; providing a severability clause; and providing for an effective date.

DISCUSSION:

In accordance with our existing ordinance, the City reserves the right to levy a tax on every person who leases, concedes, permits, accesses or contracts to use or possess a room ordinarily used for sleeping that is in a hotel, costing \$2.00 or more each day. In accordance with State statute, the City's tax is 7% of the gross receipts charged for that room each day. Therefore, every person owning, managing or controlling any hotel shall collect the tax imposed by this ordinance on behalf of the City.

However, over the last few years, staff has seen an increase in Hotel Occupancy Tax delinquency, ranging from late payments to non-payments. Within the past couple of years, two hotels have been significantly delinquent, to the point that the City Attorney was asked to contact them in an effort to enforce a collection effort under the remedies that are permitted by the State statutes.

Another issue the City faces in collection efforts is timeliness. Although there are several hotels within the City that have paid what they owe, the payments are often received many months after their scheduled due date. This causes a fluctuation in our cash balances to pay for the personnel and overall budgeted expenditures within the Tourism Fund, which is solely funded by the Hotel Occupancy Taxes.

A couple of years ago, the City contracted with MuniServices, a consultant firm, to audit several hotels within our jurisdiction to ensure property reporting for tax purposes. The initial findings from the hotel audit yielded a discovery of \$27,655 in underreported earnings for the City. However, the City has yet to collect that amount from one of the hotels.

In addition, the City has a hotel that has not reported its earnings to the State for several months throughout the year, thereby making it difficult for us to levy an amount if the staff cannot determine their gross receipts for that time period.

In sum, this new ordinance shall provide a more definitive position for the City to enforce its Hotel Occupancy Tax collections. The attached draft ordinance is under final review by the legal department for approval of minor changes. The final version of the ordinance will be distributed to Council prior to the meeting.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Chapter 110 of the City of Bedford Code of Ordinances, Article II, "Hotel Occupancy Tax," by imposing Hotel Occupancy Tax and providing for the administration and collection of such tax; establishing a penalty,

repealing all ordinances in conflict herewith; providing a severability clause; and providing for an effective date.

FISCAL IMPACT:

Approval of this ordinance will not add to Tourism costs; however, it will allow the City to impose penalties for late payments, thus potentially increasing revenue by approximately 15%.

ATTACHMENTS:

Draft Ordinance

ORDINANCE NO. 11-

AN ORDINANCE OF THE CITY OF BEDFORD AMENDING CHAPTER 110 OF THE CITY OF BEDFORD CODE OF ORDINANCES, ARTICLE II, "HOTEL OCCUPANCY TAX," BY IMPOSING A HOTEL OCCUPANCY TAX AND PROVIDING FOR THE ADMINISTRATION AND COLLECTION OF SUCH TAX; ESTABLISHING A PENALTY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City of Bedford Code of Ordinances is Chapter 110, "Taxation," Article II, "Hotel Occupancy Tax," is hereby amended and shall read in its entirety as follows:

A. Definitions

The following words, terms and phrases shall, for the purposes of this ordinance and except where the context clearly indicates a different meaning, be defined as follows:

City. The City of Bedford and, variously, the incorporated territory of Bedford, Texas, wherein the city government is empowered to impose this tax by Chapter 351 of the Texas Tax Code.

Finance Director. To be used interchangeably as the duly appointed Director of Administrative Services or his designee.

Due date. The twentieth (20th) day after the close of the monthly period for which the tax is to be computed.

Folio. Primary documentation produced by a hotel that demonstrates interaction between the lodging provider and the occupant, and which, at a minimum, reflects the name and address given by the occupant, the date(s) of occupancy, the amount of rent charged for each date together with the amounts of applicable tax, and the means of payment.

Guest. Any person who, for a consideration, uses, possesses, or has the right to use or possess any guest room in a hotel under any lease, concession, permit, right of access, license, contract, or agreement.

Guest room. A room in a hotel occupied, or intended, arranged, or designed for sleeping, and rented for more than two dollars (\$2.00) per day.

Hotel. Any structure or any portion of a structure, including any hotel, motel, inn, tourist house, tourist court, lodging house, rooming house, or bed and breakfast, containing guest rooms and which is occupied, or is intended or designed for occupancy, by paying guests, whether rent is paid in money, goods, labor, or otherwise. The meaning does not include any hospital, sanitarium, nursing home, or the dormitory facilities at an institution of higher education.

Lodging Provider. Any person operating a hotel in the city, including, but not limited to, the owner or proprietor of such premises, lessee, sublessee, lender in possession, licensee or any other person operating such hotel and who is subject to collecting and remitting the tax imposed upon guests.

Monthly period. The calendar months of any year.

Occupancy. The use or possession, or the right to the use or possession of any guest room in a hotel.

Permanent resident. Any guest who, as of a given date, has or shall have occupied or has or shall have established the right of occupancy to any guest room in a hotel for more than thirty (30) continuous days.

Person. Any individual, firm, partnership, joint adventure, association, social club, fraternal organization, joint stock company, corporation, cooperative, estate, trust, receiver, trustee, syndicate, or any other group or combination acting as a unit, the plural as well as the singular number.

Rent. The consideration charged for the occupancy of a guest room, valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, and also the amount for which credit is allowed by the lodging provider to the guest, without any deduction therefrom whatsoever.

Tax. The tax on occupants imposed by this ordinance, as provided for by Chapter 351 of the Texas Tax Code.

B. Tax Rate

There shall be paid by the guest for every occupancy of a guest room in the city a tax at the rate of SEVEN percent (7%) of the amount of rent unless an exception is provided under section D.

C. Collection of Tax By Lodging Provider

Every lodging provider renting guest rooms in the city shall collect a tax of SEVEN percent (7%) on the amount of rent from the guest unless an exception is provided under section D. The lodging provider shall provide a receipt to each guest, which receipt shall reflect both the amount of rent and the amounts of this and other tax applicable. This tax shall be due from the guest, and shall be collected by the lodging provider at the same time that the rent is collected. The lodging provider shall be liable to the city for the full amount of tax received or collected, or any consideration received that is represented to be tax, and shall hold such in trust for the city. Furthermore, the lodging provider shall be liable for any amount of tax that it fails to collect appropriately.

D. Exceptions

No tax shall be collected from a guest after becoming a permanent resident. A guest becomes a permanent resident either after thirty (30) continuous days' occupancy, or upon notifying the lodging provider in writing of his intention to occupy a guest room for longer than thirty (30) continuous days and then proceeding to actually occupy the guest room for such period. A guest who would express intent, but fails to stay thirty (30) continuous days, is not a permanent resident and is not excepted from the tax. However, a

guest who expresses intent and does stay is excepted from the tax as of the date he notified the lodging provider of his intention.

No tax shall be imposed hereunder upon a corporation or association organized and operated exclusively for religious, charitable or educational purposes, no part of the net earning of which inures to the benefit of any private shareholder or individual.

No tax shall be collected from the federal government nor an officer or employee of said government when traveling on government business and presenting official identification. The American Red Cross, federally chartered credit unions and the regional home loan banks are recognized as instrumentalities of the federal government.

No tax shall be collected from the following Texas quasi-governmental entities formed under the Texas Local Government, and Health and Safety Codes, nor an officer or employee of any thereof when presenting a Hotel Occupancy Tax Exemption Certificate: public facility corporations, housing authorities, housing finance corporations, and health facilities development corporations.

No tax shall be collected from electric cooperatives formed under Chapter 161 of the Texas Utilities Code, nor telephone cooperatives formed under Chapter 162, nor an officer or employee of either thereof when presenting a Hotel Occupancy Tax Exemption Certificate.

No tax shall be collected from a State of Texas officer or employee when presenting a photo identification card or other documentation that indicates that the bearer is exempt from paying hotel occupancy tax.

No tax shall be collected from a foreign diplomat when presenting a tax exemption card issued by the United States Department of State.

E. Registration of Lodging Provider, form and contents, execution, certificate of authority

Every person engaging or about to engage in business as a lodging provider in the city shall immediately register with the finance director on a form provided by said official. Persons engaged in such business must so register not later than thirty (30) days after the date that this ordinance becomes effective. Such registration shall set forth the name under which such person transacts business or intends to transact business, the location of his place(s) of business and such other information which would facilitate the administration of the tax as prescribed by the finance director. The registration shall be signed by the owner if a natural person in case of ownership by an association or partnership, by a member or partner in case of ownership by a corporation, by an officer. The finance director shall, after such registration, issue without charge a certificate of authority to each lodging provider to collect the tax from the occupant. A separate registration shall be required for each place of business of a lodging provider. Each certificate shall state the name and location of the business to which it is applicable.

F. Determination generally, returns, payments

- 1. Due date of taxes. All amounts of such tax shall be due and payable to the finance director monthly on or before the twentieth (20th) day of the month next succeeding the respective monthly period. The tax shall become delinquent for any monthly period after the twentieth (20th) day of the succeeding month in which it remains unpaid.**
- 2. Penalty for failure to pay tax by due date. A lodging provider who fails to make any return or to pay the amount of tax as prescribed, shall be assessed a specific penalty to be added to the tax in the amount of fifteen percent (15%).**
- 3. Acceptance of delinquent return and remittance without imposing penalty, authority, requirements. If the failure to make any return or to pay the amount of tax by the due date results from providential cause shown to the satisfaction of the governing authority of the city by affidavit attached to the return, and remittance is made within ten (10) days of the due date, such return may be accepted exclusive of penalty.**
- 4. Waiving of penalty. Only the governing authority of the city may waive the penalty prescribed.**
- 5. Return, remittance, time of filing, lodging providers required to file, contents. On or before the twentieth (20th) day of the month succeeding each monthly period, a return for the preceding monthly period together with appropriate remittance shall be filed with the finance director, including a copy of the return that is provided to the State for that same monthly period. The return shall report the gross rent, taxable rent, and non-taxable rent earned, the amount of tax collected or otherwise due for the period, and such other information as may be required by the finance director.**
- 6. Extension of time of filing, authority, requirements, remittance, penalty. The governing authority of the city may, for good cause, extend the time for making returns for not longer than thirty (30) days. No extension shall be valid unless granted in writing upon written application of the lodging provider. Such grant may not be applicable for longer period than twelve (12) consecutive months. A lodging provider granted an extension shall remit tax equaling not less than one hundred percent (100%) of the tax paid for the corresponding period of the prior fiscal year, such remittance to be made on or before the date the tax would otherwise come due without the grant of extension. No penalty shall be charged during the extension period.**
- 7. Collection fee allowed lodging providers. Lodging providers collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if the amount is not delinquent at the time of payment. The rate of the deduction shall be one percent (1%) of the amount due, but only if the amount due was not delinquent at the time of payment.**

G. Deficiency Determination

- 1) Recomputation of tax, authority to make, basis of recomputation. If the finance director is not satisfied with the return or returns of the tax or the amount of the tax required to be paid to the city by any lodging provider, he may compute and determine the amount required to be paid upon the basis of any information within his possession or that may come into his possession. One (1) or more deficiency determinations may be made of the amount due for one (1) or more monthly periods.**
- 2) Penalty. Penalty shall be assessed upon the amount of any determination, as provided by Section F.**
- 3) Notice of determination, service of. The finance director shall give to the lodging provider written notice of his determination. The notice may be served personally or by mail if by mail, such service shall be addressed to the lodging provider at his address as it appears in the records of the city. Service by mail is complete when delivered by certified mail with a receipt signed by the addressee, or when made by statutory overnight delivery.**
- 4) Time within which notice of deficiency determination to be mailed. Except in cases of failure to make a return or of fraud, every notice of deficiency determination shall be mailed within four (4) years after the twentieth (20th) day of the calendar month following the monthly period for which the amount is proposed to be determined, or within four (4) years after the return is filed, whichever period should last expire.**
- 5) Appeal or protest of deficiency determination. Within ten (10) days of being served a notice of deficiency determination, the lodging provider may contest such in writing addressed to the finance director. The lodging provider shall include such documents as he believes may present grounds for abatement of the determination. The finance director shall give written notice of his decision to the lodging provider in the same manner as provided in Section G-3). The decision of the finance director shall be deemed final unless an appeal is made in writing to the governing authority with ten (10) days of the lodging provider having been served with the finance director's decision. The governing authority shall approve or disapprove the appeal, and notify the appellant of its decision.**

H. Determination if No Return Made

- 1) Estimate of gross receipts. If any lodging provider fails to make a return, the finance director shall make an estimate of the amount of the gross receipts of the lodging provider, or as the case may be, of the amount of total rentals in the city which are subject to the tax. The estimate shall be made for the period or periods in respect to which the lodging provider failed to make the return, and shall be based upon the returns from the preceding calendar year. This estimate shall be considered "prima facie" correct. Written notice shall be given in the manner prescribed in Section G-3) and the lodging provider shall enjoy the same rights of protest as prescribed in Section G-5).**
- 2) Penalty. Penalty shall be assessed upon the amount of any determination, as provided by Section F.**

I. Collection of Tax by City

- 1) Action for delinquent tax, time for. At any time ~~within four (4) years~~ after any tax or any amount of tax required to be collected becomes due and payable, and at any time ~~within four (4) years~~ after the delinquency of any tax or any amount of tax required to be collected, the governing authority may bring an action in a court of competent jurisdiction in the name of the city to collect the amount delinquent together with penalty, court fees, filing fees, attorney's fees and other legal fees incident thereto. The governing authority may also seek to have the lodging provider enjoined from operating the hotel until such time as the delinquency is paid, as well as to require forfeiture of any applicable collection fee retained by the lodging provider. ~~Notwithstanding the above, the governing authority is authorized to collect on a judgment or other court order that is more than four (4) years old.~~
- 2) Lodging provider selling or quitting business. If any lodging provider liable for any amount under this ordinance sells out his business or quits his business, he shall make a final return and remittance within fifteen (15) days after the date of selling or quitting the business.
- 3) Duty of successors or assignees of lodging provider to withhold tax from purchase money. If any lodging provider liable for any amount of tax, interest or penalty under this ordinance sells out his business or quits the business, his successors or assigns shall withhold sufficiently from the purchase price to cover such amount until the former owner produces from the finance director either a receipt reflecting full payment or a certificate stating that no amount is due.
- 4) Liability for failure to withhold. If the purchaser of a business fails to withhold from the purchase price as required, he shall be personally liable for the payment of the amount required to be withheld by him to the extent of the purchase price, **in accordance with chapter 351.0041 section (b) of the Tax Code.**
- 5) Credit for tax or penalty paid more than once or erroneously or illegally collected. Whenever the amount of any tax or penalty has been paid more than once, or has been erroneously or illegally collected or received by the city, it may be refunded by the governing authority. If the lodging provider or person determines that he has overpaid or paid more than once, which fact has not been determined by the finance director, such person shall have four (4) years from the date of payment to file a claim in writing stating the specific ground upon which the claim is founded. The claimant may request a hearing before the governing authority at which the claim and any other information available will be considered. The governing authority shall approve or disapprove the claim, and notify the claimant of its action.

J. Administration of Ordinance, Recordkeeping

- 1) Authority of finance director. The finance director shall administer and enforce the provisions of this ordinance for the collection of the tax.
- 2) Records required from lodging providers, etc., form. Every lodging provider renting guest rooms in the city shall preserve, for a minimum of

four (4) years, all folios, receipts, certificates of exemption and such other documents as the finance director may prescribe, and in such form as he may require. Said records shall at all times be available for examination within the city.

- 3) Examination of records, audits. The finance director or any person authorized in writing by him may examine the books, papers, records, financial reports, equipment and other facilities of any lodging provider renting guest rooms and any lodging provider liable for the tax, in order to verify the accuracy of any return made, or if no return is made by the lodging provider, to ascertain and determine the amount required to be paid. Such examination shall be conducted at the place of lodging provision, unless the finance director shall authorize another place within the city. In the event that the Tax has been delinquent for at least (2) complete fiscal quarters, the reasonable cost of the examination may be assessed against the lodging provider.
- 4) Authority to require reports, contents. In administration of the provisions of this ordinance, the finance director may require the filing of reports by any person or class of persons having in their possession or custody information relating to the rental of guest rooms which are subject to the tax. The reports shall be filed with the finance director when required by said official, and shall set forth the rental charged for each occupancy, the date(s) of occupancy, the basis for exemption, or such other information as the finance director may prescribe.

K. Violations

In addition to all available remedies at law or in equity, any lodging provider who fails, neglects or refuses to collect the tax as provided by Section C shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00). Any lodging provider who fails or refuses to make any return as provided by Section F, to keep adequate records or to open them for inspection by the city, or to furnish other data reasonably requested by the governing authority shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00) Any lodging provider who makes a false or fraudulent return with intent to evade the tax shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00). Each and every day during any portion of which any violation is committed, continued or permitted, shall constitute a separate offense and shall be punished accordingly.

SECTION 2. That City of Bedford Ordinance Number 2136, as amended, is hereby repealed. This Ordinance shall be and is hereby declared to be cumulative of all other Ordinances of the City of Bedford, and this Ordinance shall not operate to repeal or affect the Code of Ordinances of the City of Bedford or any Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such Code or Ordinance are hereby repealed.

SECTION 3. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. This ordinance and the tax levied hereby shall become effective on the first (1st) day of the second (2nd) month following its adoption.

PRESENTED AND PASSED on this 14th day of June 2011, 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:

Clifford Blackwell, CGFO, Director of Administrative Services

ITEM:

Consider all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation, including the adoption of a resolution pertaining thereto.

DISCUSSION:

In January 2011, staff presented a proposed CIP plan for current year funding to the City Council during a work session. Among the projects discussed that would be scheduled for FY 10/11 were:

GENERAL

Traffic Signal Synchronization matching	\$ 250,000
Fire Customer Pumper engine	\$ 560,000
Trunk Radio system	\$ 669,000
Dump Truck	\$ 37,000
Wood Chipper	\$ 40,000
City Facility Repairs	\$ 351,200
Dora Street design and improvements	\$1,772,000
Boys Ranch improvements – Phase I/II	\$3,533,500
Land/building improvements reimbursement	\$ 453,000
Meadowpark light replacements	\$ 300,000
Lighting and HVAC improvements	\$ 348,161
Sidewalks	\$ 500,000

WATER

Simpson Terrace Elevated Tank Well	\$1,300,000
NW Pressure Plane Improvements	\$2,210,000
Large meter replacement program	\$ 165,000

SEWER

I & I Studies	\$ 220,000
Sulphur Branch Sewer Main Rehab	\$ 491,000
Sanitary Sewer Creek Crossing	\$ 289,000

STORMWATER

Sulphur Branch improvements – Phase I/II	\$2,300,000
--	-------------

Since the January meeting, these projects have been thoroughly reviewed and funding requests have been revised downward to realistic estimates for the 2011 Certificates of Obligation issuance.

On April 12, 2011, the City Council approved a reimbursement resolution for a not to exceed amount of \$7,000,000 pertaining to the aforementioned capital projects.

Therefore, staff proposes to issue Certificates of Obligation in order to finance specific projects and/or phases of projects. In order to sell these Certificates of Obligation, the City must publish a notice of intention to issue Certificates of Obligation. The attached resolution authorizes the publication of the required notice.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution approving and authorizing the publication of notice of intent to issue certificates of obligation.

FISCAL IMPACT:

The issuance of the certificates of obligation may require a 3% to 4% increase in water/sewer rates, as well as a potential 1.5 cent increase in the debt portion of the property tax rate for FY 2012.

ATTACHMENTS:

Resolution
Exhibit A
Work Session project listing spreadsheet
Timeline of Bond Issuance

RESOLUTION NO. 11-

A RESOLUTION APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

WHEREAS, the City Council of the City of Bedford, Texas, has determined that certificates of obligation should be issued under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271, as amended (the "Act"), for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) improving, equipping and acquiring park and recreation facilities, including the acquisition of equipment and vehicles and the dredging of a City lake, (b) acquiring equipment and vehicles for the fire, police and public works departments, (c) constructing and improving streets and sidewalks, including related traffic signalization, signage, streetscaping, landscaping and drainage improvement, and the acquisition of land and right-of-way therefor, (d) constructing improvements to the City's drainage system, including rights-of-way necessary for such improvements, (e) repairing and improving existing City facilities and (f) improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in relation to such projects and the financing thereof; and,

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in accordance with the provisions of the Act.

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

SECTION 1. The City Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue one or more series of certificates of obligation in a principal amount not to exceed \$7,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) improving, equipping and acquiring park and recreation facilities, including the acquisition of equipment and vehicles and the dredging of a City lake, (b) acquiring equipment and vehicles for the fire, police and public works departments, (c) constructing and improving streets and sidewalks, including related traffic signalization, signage, streetscaping, landscaping and drainage improvement, and the acquisition of land and rights-of-way therefor, (d) constructing improvements to the City's drainage system, including rights-of-way necessary for such improvements, (e) repairing and improving existing City facilities and (f) improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in relation to such projects and the financing thereof; and shall be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A hereto attached and incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 2. The City Secretary shall cause the aforesaid notice to be published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least thirty-one (31) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by V.T.C.A., Government Code, Chapter 551, as amended.

SECTION 4. This Resolution shall be in force and effect from and after its passage on the date shown below.

PASSED AND APPROVED this 14th day of June 2011, 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

EXHIBIT A

**NOTICE OF INTENTION TO ISSUE CITY OF
BEDFORD, TEXAS CERTIFICATES OF OBLIGATION**

TAKE NOTICE that the City Council of the City of Bedford, Texas, shall convene at 6:30 o'clock P.M. on the 26th day of July, 2011, at the City Hall, 2000 Forest Ridge Drive, Bedford, Texas, and, during such meeting, the City Council will consider the adoption of one or more ordinances authorizing the issuance of one or more series of certificates of obligation in an aggregate principal amount not to exceed \$7,000,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: (a) improving, equipping and acquiring park and recreation facilities, including the acquisition of equipment and vehicles and the dredging of a City lake, (b) acquiring equipment and vehicles for the fire, police and public works departments, (c) constructing and improving streets and sidewalks, including related traffic signalization, signage, streetscaping, landscaping and drainage improvement, and the acquisition of land and rights-of-way therefor, (d) constructing improvements to the City's drainage system, including rights-of-way necessary for such improvements, (e) repairing and improving existing City facilities and (f) improving and extending the City's combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefor and (ii) professional services rendered in relation to such projects and the financing thereof; such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's combined Waterworks and Sewer System. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271, as amended.

**Michael Wells
City Secretary
City of Bedford, Texas**

City of Bedford
City Council Work Session Outcome
22-Jan-11

DRAFT

<u>Project Name</u>	<u>Resolution</u>	<u>Total Cost</u>	<u>Revised Cost FY 10/11</u>		<u>Delayed for cost feasibility G.O. Bond</u>	<u>Balance of project Not Funded in 2011</u>
			<u>C.O. - GF</u>	<u>C.O.- WS</u>		
I&I studies	Fund in 2011	220,000		220,000		-
SB Sewer Main Rehab	Fund in 2011	491,000		491,000		-
Sanitary Sewer Creek Crossings	Fund in 2011	289,000		289,000		-
Simpson Terrace Elevated Tank Site Well	Fund in 2011	1,300,000		1,300,000		-
Traffic Signal Sync	Fund in 2011	250,000	182,000		-	68,000
Fire Engine	Purchase in 2011	560,000	560,000			-
Radios	Purchase in 2011	669,000	669,000			-
Dump Truck	Purchase in 2011	37,000	37,000			-
Wood Chipper	Purchase in 2011	40,000	40,000			-
City Facility Repairs		351,200	351,200			-
Dora St.	Fund Design Only	1,772,000			175,000	1,597,000
NW Pressure Plane Improvements	Do not fund construction in 2011	2,210,000		200,000		2,010,000
Boys Ranch	Fund survey/geotech/design in FY 2011 pending grant result	3,533,500	322,000			3,211,500
Land/building improvements	To be refunded to General Fund	453,000	453,000			-
			2,614,200	2,500,000	175,000	6,886,500
SB and SB1 purchases	Conduct appraisals in FY 2011 - fund purchases later date	2,300,000			2,300,000	-
Meadowpark Light Replacement	Not funded	300,000	-			300,000
Large Meter Replacement Program	Further research regarding current revenue loss	165,000				165,000
Sidewalks to schools	No specific decision made on this item - \$500,000	500,000				500,000
Lighting	Further research and report back to council	61,400				61,400
HVAC	Further research and report back to council	286,761				286,761
Cost of Issuing bonds	Attorney General fees, rating fees, Bond Counsel fees		45,000	40,800		200,961
			45,000	40,800	2,300,000	1,514,122
		15,788,861	2,659,200	2,540,800	2,475,000	8,400,622
Total recommended for funding FY 10/11			5,200,000			
General Obligation bond (G.O.) to be issued at a later date			2,475,000			
Not recommended for funding in 2011			8,400,622			
			16,075,622			

16,075,622



City of Bedford, Texas

General Obligation Refunding and Improvement Bonds, Series 2011 Combination Tax and Revenue Certificates of Obligation, Series 2011 Projected Schedule of Events

Jun-11						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Jul-11						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Aug-11						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Complete By	Day	Event
6-Jun-11	Monday	Initial Draft of Official Statement distributed to City and to Bond Counsel for review
14-Jun-11	Tuesday	City Council passes resolution authorizing Notice of Intent Publication for Certificates of Obligation
TBD		First Publication of Notice of Intent to Issue Certificates no later than June 25, 2011
20-Jun-11	Monday	Receive comments/information from City & Bond Counsel
21-Jun-11	Tuesday	Send revised draft Preliminary Official Statement to City and Bond Counsel for comments and modifications and to credit rating agency and insurance companies
TBD		Second Publication of Notice of Intent to Issue Certificates (same day of the week following 1st publication)
27-Jun-11	Week of	Rating calls with Moody's and S&P
13-Jul-11	Wednesday	Receive Credit Ratings
14-Jul-11	Thursday	Distribute Preliminary Official Statement electronically through i-Deal Prospectus to Underwriters
25-Jul-11	Monday	Bond Pricing
26-Jul-11	Tuesday	Bond Sale: City Council adopts Ordinances and approves Purchase Agreement
30-Aug-11	Tuesday	Closings and Delivery of Funds to the City



Council Agenda Background

PRESENTER:

Clifford Blackwell, CGFO, Director of Administrative Services

ITEM:

Consider a resolution to authorize the City Manager to enter into an agreement with JP Morgan Chase Bank to provide bank depository and related banking services to the City of Bedford from September 1, 2011 through August 31, 2013, with an option for three one-year term extensions.

DISCUSSION:

Chapter 105 of the Local Government Code requires that the City competitively bid and enter into an agreement with a qualified financial institution, with branches located within the City's corporate limits, to provide banking services.

As part of our existing investment advisory Services contract with Valley View Consulting, Inc., Bill Koch and Tom Ross assisted with the preparation and distribution of the Request for Applications (RFA) and subsequent thorough evaluation of the proposals submitted.

On March 18, 2011, an RFA for bank depository services was distributed to eight financial institutions with branches located in Bedford, and was duly advertised in the Fort Worth Star-Telegram on March 17 and March 24. The solicited financial institutions included JP Morgan Chase, Wells Fargo, Comerica, BBVA Compass, Capital One, Bank of America, Citibank, and Affiliated Bank. The RFA described the required banking services, transaction volumes, and provided other pertinent information for the financial institutions to respond with a proposal as requested by April 13, 2011.

In addition, a non-mandatory bidders conference was held on March 31, 2011 in order to respond to any specific questions from prospective bidders and provide clarification as needed. Representatives of JP Morgan Chase, Wells Fargo, BBVA Compass and Comerica Bank were among those in attendance.

On April 13, 2011, Comerica, Wells Fargo, and JP Morgan Chase Bank submitted their proposals by the 2:00 p.m. deadline. Both BBVA Compass and Comerica Bank, who were present at the bidders conference, chose not to submit proposals by the scheduled deadline.

On May 16, 2011, City staff presented the three final bank RFA's to the Investment Committee for consideration. After careful review, the Investment Committee recommended the City's existing depository, JP Morgan Chase Bank, pending any changes that could have resulted from the best-and-final-offers by all three financial institutions.

As outlined in the RFA, our Bank Depository arrangement is an integral component of our cash management and investment programs and, as such, utilizes a significant number of services that are technologically and operationally complex. In addition, staff asked the respondents to include optional services not currently utilized by our operations, which can be considered at a later date.

The three proposals received were highly competitive with slight differences in the overall cost to the City. All three proposals were taken to the City's Investment Committee for a detailed review and consideration. The Investment Committee unanimously approved the JP Morgan Bank proposal, pending any changes that resulted from a best-and-final-offer

from all three respondents.

Once the best and final offers were received, we obtained the following proposal amendments:

- 1) JP Morgan Chase increased its Earnings Credit Rating from 60 basis points to 75 basis points and, if the City maintains an average collected cash balance of \$4,000,000, the monthly analysis fees for existing services would be free of charge (outside of NSF fees, overdraft fees, and new services)
- 2) Comerica increased its one-time credit from \$4,000 to \$9,000 for transition costs to use at the City's discretion for account analysis fees, services and/or banking supplies
- 3) Wells Fargo did not amend its initial proposal

Additionally, the City has enjoyed a professional and well-coordinated relationship with JP Morgan Chase for over 15 years. They have been responsive to any requests and/or specific needs throughout the tenure of our business partnership. City staff is confident that of all three highly competitive proposals, JP Morgan Chase presents the best value for the City of Bedford.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution to authorize the City Manager to enter into an agreement with JP Morgan Chase Bank to provide bank depository and related banking services to the City of Bedford from September 1, 2011 through August 31, 2013, with an option for three one-year term extensions.

FISCAL IMPACT:

The initial 2-year cost, based on an average collected balance of \$400,000, will be approximately \$45,370, which is a cost savings of 41% compared to current fees. This same annual cost reduces to a net zero, if the City maintains an average collected balance of \$4,000,000 or less depending on potential increases in the minimum Earnings Credit Rating of 0.75%. In addition, the City stands to save approximately \$1,500 spent annually on deposit bags, checks, deposit slips and endorsement stamps due to JP Morgan Chase providing those supplies free of charge for the duration of the agreement.

ATTACHMENTS:

Resolution
Recap of RFA process and analysis by Valley View Consulting
Copy of Investment Committee Minutes

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JP MORGAN CHASE BANK TO PROVIDE BANK DEPOSITORY AND RELATED BANKING SERVICES TO THE CITY OF BEDFORD FROM SEPTEMBER 1, 2011 THROUGH AUGUST 31, 2013, WITH AN OPTION FOR THREE ONE-YEAR TERM EXTENSIONS.

WHEREAS, the City Council of Bedford determines the need for bank depository and related services.

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 JP Morgan Chase Bank for bank depository and related services.

SECTION 2. The contract term is September 1, 2011 through August 31, 2013, with an option for three one-year term extensions.

SECTION 2. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED this 14th day of June 2011, 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



June 3, 2011

Clifford W. Blackwell, III
Director of Administrative Services
City of Bedford
2000 Forest Ridge Drive
Bedford, TX 76021

Dear Mr. Blackwell:

As part of the services provided under the current Investment Advisory Contract, we welcome the opportunity to assist the City of Bedford (the "City") with this Bank Depository Services Request for Applications (the "RFA") project.

The objective of this engagement was to select a depository bank following the expiration of the current contract which ends August 31, 2011.

Procedure

The Bank RFA development process proceeded as follows:

The project began with the establishment of a Calendar of Events to ensure that the required project steps were performed in a timely and sequential manner.

The process for selecting a depository bank is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 252 Purchasing and Contracting Authority of Municipalities Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In addition to complying with these State statutory requirements, it was necessary to understand and comply with the City's financial and purchasing policies and Investment Policy.

The RFA project was conducted as follows:

1. Analyzed historical bank service usage and balance records.
2. Reviewed the minimum banking services and potential additional services.
3. Developed a list of potential financial institutions within the City's service area parameters:

- a. Affiliated Bank
 - b. Bank of America
 - c. BBVA Compass Bank
 - d. Capital One Bank
 - e. Citibank
 - f. Comerica Bank
 - g. JPMorgan Chase Bank (incumbent)
 - h. Wells Fargo Bank
4. Contacted the financial institutions to confirm distribution information, describe process, and identify the designated recipient.
 5. Drafted the RFA for staff and attorney review and approval.
 6. Posted the notice and advertised as required.
 7. Distributed RFAs to the identified and receptive financial institutions.
 8. Contacted each financial institution to ensure RFA receipt, and to confirm the date and time of the pre-application conference and the deadline for receipt of applications.
 9. Held a non-mandatory pre-application conference that was attended by representatives of:
 - a. BBVA Compass Bank
 - b. Capital One Bank
 - c. Comerica Bank
 - d. JPMorgan Chase (incumbent)
 - e. Wells Fargo Bank
 10. No additional RFA requests were received as a result of the advertisement.
 11. By the closing deadline, applications were received from:
 - a. Comerica Bank
 - b. JPMorgan Chase
 - c. Wells Fargo Bank

This process provided a competitive environment with three banks submitting applications and JPMorgan Chase Bank (the incumbent) receiving the recommendation for contract negotiation by the Investment Committee. The evaluation of the applications was based on, but not limited to, the following criteria, in no particular order of priority:

1. Ability to perform and provide the required and requested services,
2. Reputation of respondent and quality of services,
3. Cost of Services,
4. Funds availability,
5. Interest paid on interest bearing accounts and deposits,
6. Earnings credit calculation on account balances,
7. Completeness of application and agreement to points in the RFA,

8. Convenience of locations,
9. Previous service relationship with the City, and
10. Financial strength and stability of the institution.

Application Analysis

The analysis began with an overall review of each bank’s general financial strength and ability to provide the bank services necessary to meet the City’s current and future service needs. Each of the responding banks exhibited acceptable financial strength and adequately passed the bank service test. The attached Bank RFA Analysis highlights each response.

Fees

Each bank’s fee schedule was analyzed based on the City’s banking service needs and estimated activity levels. In addition to proposing the net lowest fee structure, JPMorgan Chase (the incumbent) proposed a no fee structure with an average monthly minimum balance of \$4,000,000 maintained by the City. Each bank offered a variety of conversion/retention credits and incentives (including waived fees, supplies and check scanners). Where quantifiable and appropriate, the estimated service fees were adjusted for any incentives:

	<u>Est. Monthly Fees</u>	<u>Est. 2 Year Fees</u>	<u>Est. 5 Year Fees</u>
JPMorgan Chase	\$2,569	\$45,370	\$128,836
Comerica	\$2,433	\$46,190	\$128,976
Wells Fargo	\$2,645	\$47,039	\$133,248

Earnings

Each bank’s potential earnings were considered as “soft-dollar” earnings credit to be netted against the estimated service charges. Historically, the City has maintained minimal ECR balances and maximized any excess balances in various liquid Local Government Investment Pool accounts to earn the more attractive “hard dollar” interest income. **In the current low rate environment, the City would be best served to optimize the target compensating balance to take advantage of the attractive earnings credit rates which could offset most or all charges associated with banking services.**

As an example, maintaining a balance of \$4,000,000 in each of the banks would result in the following net 5 year cost comparison of the applications:

	JPMorgan Chase	Comerica	Wells Fargo
Fees	\$ Waived	(\$136,976)	(\$148,247)
Earnings Credit	0	80,000	108,750
Hard Interest Earned	0	0	2,750
Net 5 Year Cost	\$ 0	(\$ 56,976)	(\$ 36,748)

Recommendation

The proposed fees and earnings credit comparisons highlight the range of bank responses and confirm the competitive environment of the RFA process. JPMorgan Chase Bank has been a responsive business partner over the current contract period, providing the City with outstanding service and support, and has demonstrated that it can provide all of the required services. Based on the criteria listed above, JPMorgan Chase Bank represents the “best value” to the City. The contract term is two years, commencing September 1, 2011, with an option for three additional one-year extensions.

Please contact Tom or me to discuss any questions or additional information needs. Thank you for this opportunity to serve the City.

Sincerely,



William J Koch
Valley View Consulting, L.L.C.
972.682.6900

Attachments

CITY OF BEDFORD - Bank RFA Analysis - Financial Summary

5/30/2011

	Chase (Incumbent)	Comerica	Wells Fargo
Monthly Service Fee Estimate	(2,568.50)	(2,432.93)	(2,644.70)
Fees for Two Year Term	(61,644.00)	(58,390.32)	(63,472.80)
Fees for Five Year Term	(154,110.00)	(145,975.80)	(158,682.00)

Monthly Retail Lock Box fees cannot be offset w/earnings credit (\$827/month)

	4 months fee waiver; one scanner; free checks, deposit slips, endorsement stamps and deposit bags for term of contract.	Free scanning equipment; \$4,000 transition credit to be used at City's discretion	3 months fee waiver; free safe deposit box; \$2,500 transition credit allowance
Contract Incentives			
Waived Fees	10,274.00	0.00	7,934.10
Conversion Costs	0.00	9,000.00	2,500.00
Other	0.00	0.00	0.00
Total Fees for Two Year Term less Incentives	(51,370.00)	(49,390.32)	(53,038.70)
Total Fees for Five Year Term less Incentives	(143,836.00)	(136,975.80)	(148,247.90)

	Option at contract initiation & renewal: Managed ECR rate with floor of .75% or T-bill + 25 bps	Managed rate subject to change at the discretion of the bank	Rate is the 90 day T-bill rate or .75%, which ever is higher, with .75% floor
Earnings Credit Formula			
Earnings Credit Rate	0.750%	0.400%	0.750%
Bank Balance	4,000,000	4,000,000	2,900,000
Monthly Earnings Credit less Reserve	2,500.00	1,333.33	1,812.50
Earnings Credit for One Year Term	30,000.00	16,000.00	21,750.00
Earnings Credit for Two Year Term	60,000.00	32,000.00	43,500.00
Earnings Credit for Five Year Term	150,000.00	80,000.00	108,750.00
	No Reserve Requirement	No Reserve Requirement	No Reserve Requirement

Net Fees for Two Year Term	Fees waived	(17,390.32)	(9,538.70)
Net Fees for Five Year Term	Fees waived	(56,975.80)	(39,497.90)

Monthly Minimum Balance Needed to Offset Fees	4,000,000 in monthly average collected balance will waive fees	7,200,000	2,900,000+827/mo Hard \$ for Retail Lockbox
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Interest Income Estimate

Investment Option	HYSA MMA	Public Fund Interest Checking	???
Interest Rate	0.200%	0.150%	0.050%
Investment Balance	0.00	0.00	1,100,000.00
One Year Investment Income	0.00	0.00	550.00
Two Year Investment Income	0.00	0.00	1,100.00
Five Year Investment Income	0.00	0.00	2,750.00

Two Year Net Cost	Fees waived	(17,390.32)	(8,438.70)
Five Year Net Cost	Fees waived	(56,975.80)	(36,747.90)

Total Bank Balance	400,000.00
T-Bill Discount Rate	0.10%
Fed Funds	0.20%
Local Government Investment Pool	0.15%

CITY OF BEDFORD
Bank RFA Analysis - Detail
5/17/2011

	CHASE (INCUMBENT)	COMERICA	WELLS FARGO
<u>RFA Responses</u>			
A. On-Line Banking Services (R)	Yes	Yes	Yes
B. Controlled Disbursement (R)	Yes	Yes	Yes
C. Zero Balance (R)	Yes	Yes	Yes
D. Positive Pay & Account Recon (R)	Yes	Yes	Yes
E. Retail Lockbox Processing	Yes	Yes; Wholetail Lockbox	Yes; However, cost is a hard dollar charge that cannot be off-set by earnings credit
F. Electronic Lockbox Processing	Yes	Yes	Yes
G. ACH Debit Blocking (R)	Yes	Yes	Yes
H. "Post No Checks" (R)	Yes	Yes	Yes
I. Payroll Cards	Yes	Yes	Yes
J. Employee Check Cashing (R)	Yes	Yes	Yes
K. Returned Check Reprocessing (R)	Yes	Yes	Yes
L. Same Day Credit for Deposits by 4:00 PM (R)	Yes	Yes	Yes
M. Account Analysis (R)	Yes	Yes	Yes
N. Bank Statements			Yes; except that statements and deposit slips are not imaged on the CD-ROM. They are available online for 12 mo.
O. ACH Direct Debit (R)	Yes	Yes	Yes
P. Credit & Debit Card Payments	Yes	Yes	Yes
Q. Online Payments Acceptance	Yes	Yes	Yes
R. Remote Deposit Capture (R)	Yes	Yes	Yes
S. Collateralization	Yes	Yes	Yes
T. Sweep Account	Yes	Yes	Yes
U. Payment for Services	Yes	Yes	Yes
V. Account Settlement	Yes	Yes	Yes
W. Research	Yes	Yes	Yes
X. Bank Errors	Yes	Yes	Yes
Y. Procurement Card	Yes	Yes	Yes
<u>Collateral Requirements</u>			
A. LOC @ 100% or Securities @ 102% and satisfy PFCA	Can Provide	Can Provide	Can Provide
B. Independent safekeeping & security receipts	FRB; Can Provide	Can Provide	BONY; WF Bank does not provide safekeeping receipts
C. Monthly report of securities pledged	Accepts	Accepts	Rating not included on the securities
D. Substitutions & reductions of securities pledged	Accepts	Accepts	Per pledge agreement; as written, Bank may unilaterally substitute collateral
E. Resolution of certification	Standing Board Resolution will be provided whenever requested	Accepts	Loan Committee/Board approval will be provided quarterly according to banks normal practice

CITY OF BEDFORD
Bank RFA Analysis - Detail
5/17/2011

	CHASE (INCUMBENT)	COMERICA	WELLS FARGO
<u>RFA Responses</u>			
<u>Investment Activities</u>	Yes; Agrees	Yes; Agrees	Yes; Agrees
<u>Overdraft Provisions</u>	Yes; Collectively	Accts stand alone	Yes; Collectively
<u>Other Stipulations</u>			
A. Notification of rules or regulations changes	Agrees	Agrees	Agrees
B. Wire transfer notifications	Agrees	Agrees	Agrees
C. Cancellation provisions in event of compliance issues	Agrees	Agrees	Agrees
D. Records open for review	Agrees	Agrees	Agrees
E. Rights to other bank accounts	Agrees	Agrees	Agrees
F. Right to terminate	Agrees	Agrees	Agrees
G. All fees fixed for the entire contract plus extensions	Agrees	Agrees	Agrees
<u>Proposal Requirements</u>			
	All Met	All Met	All Met
A. Copies, CD-ROM, & delivery			
B. Deadline			
C. Official Proposal Form			
D. Right for additional information or meeting			
E. Right to reject and accept			
F. Qualification to serve			
G. Bid bond			
H. Transfer of funds			
I. Cooperation with successor bank			
J. Proposal opening			
K. Questions			
<u>Miscellaneous</u>			
A. Meeting	No Comment	No Comment	No Comment
B. Contract requirements	No Comment	No Comment	No Comment
C. Advertised	N/A	N/A	N/A
<u>Proposal Submission</u>	Provided	Provided	Provided
<u>Required Schedules</u>			
Fee Schedule	Provided	Provided	Provided
Certificates of Deposit	Negotiated at time of placement	Provided	Provided
Overdrafts	3 Days; Unlimited amount; JPMC Prime	One Day; \$500K Max; Prime +3%	2 Days; \$5M Max; Prime + 3%
Relationship Management	Glenn Forbes	Rosie Fayson	Tim Pinon
<u>Response Attachments</u>			
1. Sample Account Analysis Statement	Provided	Provided	Provided
2. Historical Interest & Earnings Credit Rates	History provided	History provided	History provided
3. Sample Bank Depository Services Agreement	Provided	Provided	Provided
4. Sample Collateral Agreement	Provided Link	Provided Link	Provided
5. Financial Statements	Provided Link	Provided Link	Provided
6. Security Measures	Provided	Provided	Provided
7. Technology Specifications	Provided	Provided	Provided
8. Sample Safekeeping Report	Provided	Provided	Provided

CITY OF BEDFORD
Bank RFA Analysis - Detail
5/17/2011

	<u>CHASE (INCUMBENT)</u>	<u>COMERICA</u>	<u>WELLS FARGO</u>
<u>RFA Responses</u>			
9. Sweep/Overnight Investment	Provided	Provided	Provided
10. Bank Business Continuation	Provided	Provided	Provided
11. References	Provided	Provided	Provided
<u>Other Considerations</u>			
Implementation Credit		BAFO increased the transition allowance from \$4,000 to \$9,000 (for use as City determines)	
Supply allowance	Free checks, deposit slips, endorsement stamps and deposit bags for term of contract.		\$2,500.00
Monthly Service Charge Waiver	4 months fee waiver		3 months fee waiver
Payment to City (alternate to waiver option)			
Discounts			
Minimum balance requirement			Free safe deposit box for the life of the contract
Other Incentives	One scanner	RDC equipment @ NC	
Earnings Credit	BAFO increased the ECR to .75% from .60% and offered NO FEE option with \$4,000,000 Minimum Balance		BAFO set the ECR floor at .75%

DRAFT

DRAFT

Investment Committee Minutes May 16, 2011

STATE OF TEXAS

COUNTY OF TARRANT

CITY OF BEDFORD

The Investment Committee of the City of Bedford, Texas, met at 1:30 p.m. in the conference room of Bedford City Hall, 2000 Forest Ridge Drive on the 16th day of May 2011 with the following members present:

**Beverly Queen-Griffith, City Manager
Clifford W. Blackwell III, Director of Administrative Services
Michael Wells, City Secretary
Roy Savage, Council Member**

Constituting a quorum.

Also present were:

**Philip Bray, Accounting Manager
Bill Koch, Valley View Consulting
Tom Ross, Valley View Consulting**

CALL TO ORDER

Roy Savage called the meeting to order at approximately 1:30 p.m.

NEW BUSINESS

1. APPROVAL OF MINUTES FROM MEETING OF January 26th, 2011.

Michael Wells moved to approve the minutes for January 26, 2011. Beverly Queen seconded the motion. The motion passed.

Ayes: Beverly Queen-Griffith, Michael Wells, Clifford Blackwell, and Roy Savage

Nays: None

Abstentions: None

NEW BUSINESS (continued)

2. REVIEW AND APPROVAL OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED 03/31/2011.

Tom Ross led the discussion. The portfolio increased very slightly from 14.4 million to 14.9 million. The fiscal yield year-to-date average yield of the portfolio is 0.80% while Treasury yields out through two years remain below 1.00%. Bank CD's, whose average yield is 1.56%, remain the most viable option with the Pool's averaging less than 20 basis points.

This quarter's Investment Portfolio was down from the prior quarter with an average yield of 0.78%. The average for the Pools was about .16% which is over a 60 basis point spread. Interest earnings are right under \$29,349.72 for the quarter. The effect of laddering investable cash has worked to the City's advantage in the past, but with less options for higher rates, the average yield will continue to drop as the laddered CD's mature. Treasury Yield Curves remain historically low for the short term and long term rates are not that attractive either.

The ten year US Treasury Historical Yields are hanging close to where they were last quarter at about 3.5% while the six month and two year treasuries continue to bounce along the bottom. S&P 500 shows a positive trend for the market.

The Detail of Security Holdings summary reflects the new Southside MMA with a rate of about 25 basis points over TexPool. The pools show rates that range between .14% and .17%. CD's are laddered through October, 2011 with rates ranging from 0.60% to 2.15%. After that, lower rates in the pools as well as potentially lower rates on CD's reinvested will have a negative impact on yields. The City's portfolio is made up of 44% CD's and 56% Pools. Effective May 1st, Southside Bank has taken all they are willing to take in the MMA and the rate is at twenty basis points above TexPool. The Total Portfolio reflects normal cyclical patterns as well as the expenditures of CIP funds on the new library.

In summary, the economic forecast does not look real encouraging as far as the rates at the pools are concerned. Rates will continue to remain low until there is some indication of inflation and that probably won't happen until unemployment rates decrease. Until that happens, the more investments that can be scattered in CD's, agencies, municipal bonds, and other options like the Southside Bank NOW account the better effect it will have on investment yield.

There was no further discussion. Beverly Griffith moved to approve the Investment Report. Michael Wells 2nd the motion. The motion passed.

Ayes: Clifford Blackwell, Beverly Queen-Griffith, Michael Wells and Roy Savage.

Nays: None

Abstentions: None

3. DISCUSSION OF CURRENT MARKET CONDITIONS; EVENTS SUBSEQUENT TO MARCH 31, 2011; AND APPROPRIATE STRATEGY THROUGH THE CALENDAR YEAR 2011.

Tom Ross covered the Market Outlook report dated May 10, 2011. Based on the current economic climate, current market forecast and economic outlook, Tom Ross suggested continuing to look for and take advantage of options like the Southside Bank MMA, continue to shop the banks for good rates on CD's, and continue to look for other options approved by the Investment Policy to try and pick up better rates as they come available.

4. **REVIEW STATUS OF INVESTMENT OFFICER TRAINING REQUIRED BY THE PUBLIC FUNDS INVESTMENT ACT (PFIA).**

Clifford Blackwell reported that a review of Investment Officers training showed training was current thru August for Beverly and thru November for Cliff while David and Phil had recently completed their training. After Beverly and Cliff complete their training this year, Investment Officers training will be current through September, 2012. Bill Koch offered several dates for PFIA training coming to the area in the near future.

5. **DISCUSS UPCOMING BANK DEPOSITORY RFP PROCESS AND TIMELINE.**

Cliff Blackwell briefly reviewed the work that had been done to analyze the respondent bank bids. Tom Ross briefly reviewed the process Valley View had gone through with the City to prepare the RFP and solicit bids from local banks for specified services. Three banks – JPMorgan CHASE, Comerica, and Wells Fargo – responded with a bid for the services.

Tom presented a summary sheet showing the estimated monthly fees of each of the banks along with the incentives and other items of consideration for each of the banks. The summary showed there was less than \$215 difference in the highest and lowest bid. Tom observed that the CHASE bid was about \$1,000 less per month than the current price structure.

Tom reviewed the incentives offered by each of the banks and explained the projected two year and five year projected cost for each bank. This was followed by some discussion and explanation of bank earnings credit. This analysis showed how it would be to the City’s advantage to place a balance at the bank to cover bank services charges because the reduction of fees could be greater than the interest that could be earned as an investment.

In summary, there are three very close bids from three banks that can provide the services required by the City. There is nothing that significant in the bids that would clearly indicated a financial advantage of one bank over another. Therefore, considering the known relationship with CHASE and the fact that there would be no transition cost involved to remain with CHASE, and that CHASE will provide banking supplies that are not included in the analysis, it is the opinion of Valley View Consulting that CHASE will provide the best value for the City.

Tom then suggested that since the bids were so close, that the City might consider going back to the three banks which responded and ask them for a Best-And-Final-Offer (BAFO). After some discussion, it was agreed to solicit a BAFO from the banks.

Beverly Queen-Griffith made the motion that a recommendation be made to Council to approve a contract with JPMorgan CHASE pending any changes that might result from the BAFO process. Michael Wells seconded the motion. The motion passed.

Ayes: Clifford Blackwell, Beverly Queen-Griffith, Michael Wells and Roy Savage.

Nays: None

Abstentions: None

ADJOURNMENT

No other topics were brought forward for discussion. The meeting was adjourned at 2:20 P.M.



Council Agenda Background

PRESENTER:

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

ITEM:

Consider a resolution to reject the bid for the 2011-2013 Street Sweeping Program.

DISCUSSION:

The Storm Water Division/Public Works Department FY 10/11 budget included funds in the amount of \$21,386 for Street Sweeping. On May 24, 2011, bids were received for the 2011-2013 Street Sweeping Program. There was only one bidder on the project, Sweeping Services of Texas, in the amount of \$97,252.50 for all three years. The Year 1 bid was in the amount of \$31,407.50. Of that amount, \$11,745 was for six sweepings of arterial/collector streets and \$19,662.50 was for one sweeping of residential streets. This compares with the current price of \$9,396 for arterial/collector streets and \$10,582 for residential streets.

Staff believes the bid received this year is excessive and would recommend its rejection. The residential portion of the bid was considered in excess of the current market price. In order to encourage bidders, the bid package will be changed to the two year period of 2011-2012 in expectation that given rising and unstable fuel prices, potential bidders will be more confident in bidding two years rather than three.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution to reject the bid for the 2011-2013 Street Sweeping Program.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Bid Tabulation

RESOLUTION NO. 11-

A RESOLUTION TO REJECT THE BID FOR THE 2011-2013 STREET SWEEPING PROGRAM.

WHEREAS, the City Council of Bedford, Texas determines the necessity to reject the bid for the 2011-2013 Street Sweeping Program; and,

WHEREAS, the amount of the bid for this project exceeds the funds available.

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

SECTION 1. That the City Council does hereby reject the bid for the 2011-2013 Street Sweeping Program.

PASSED AND APPROVED this 14th day of June 2011, 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

BID TABULATION REPORT

CITY OF BEDFORD, TEXAS

PROJECT DESCRIPTION: 2011-2013 Street Sweeping Program

BID REFERENCE NUMBER: 11-4B4

BID DATE: May 24, 2011

BID TIME: 10:00 A.M.

BIDDERS

Sweeping Services of Texas

ITEM NO.	DESCRIPTION OF ITEMS	AMOUNT PER CURB MILE	QUANTITY	FREQUENCY	PRICE PER SWEEP	TOTAL
1	Year - 1 - Arterial/Collector Streets	\$22.50	87 Curb Miles	X 6	\$1,957.50	\$11,745.00
2	Year - 1 - Residential Streets	\$68.75	286 Curb Miles	X 1	\$19,662.50	\$19,662.50
3	Year - 2 - Arterial/Collector Streets	\$23.75	87 Curb Miles	X 6	\$2,066.25	\$12,397.50
4	Year - 2 - Residential Streets	\$70.00	286 Curb Miles	X 1	\$20,020.00	\$20,020.00
5	Year - 3 - Arterial/Collector Streets	\$25.00	87 Curb Miles	X 6	\$2,175.00	\$13,050.00
6	Year - 3 - Residential Streets	\$71.25	286 Curb Miles	X 1	\$20,377.50	\$20,377.50
					TOTAL	\$97,252.50



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 J. Richard Perkins, P.E., for the following: (1) periodic staff review of plats and construction/site plans for private developments within the City; (2) periodic review of construction plans from other engineering consultants under contract with the City for the design of public improvements; (3) consulting, review, oversight, design and general administration of ongoing City projects and other Public Works projects as determined by the Public Works Director.

DISCUSSION:

The Engineering Division of Public Works has authorized a Senior Staff Engineer position. The position is currently vacant. Staff proposes to continue the professional services contract with J. Richard Perkins, P.E. Mr. Perkins was a principal in the firm of Teague Nall and Perkins, Inc. He has retired from the firm but continues to practice on a part-time basis. Mr. Perkins' experience uniquely qualifies him for the job. He is a long-time resident of Bedford and is very familiar with the infrastructure in Bedford. While employed with Teague Nall and Perkins, Inc., he was directly involved in public and private development in the City. The breadth and depth of his experience will be invaluable.

Total payments for expenses, costs, and professional services shall be made at an hourly reimbursable rate of \$85.00 per hour, and shall not exceed \$65,000 per year. This increase in his contract from \$40,000 to \$65,000 is due to the extensive work necessary for reviewing plans involved with construction of the North Tarrant Express (NTE). Some of the funds spent reviewing NTE work will be refunded to the City by the developer, NTE Mobility Partners. At this time, staff has no way of estimating how much that will be. The term of the contract shall be for a period of one year from the date of the City Council award. The contract can be renewed for two successive full year periods upon mutual agreement of both parties. This contract will provide significant savings to the City as opposed to hiring a full time employee. The cost of a full time City Engineer would be in the neighborhood of \$80,000 plus benefits. This contract has been reviewed and approved by the City Attorney.

RECOMMENDATION:

Staff would recommend the following motion:

Approval of a resolution authorizing the City Manager to enter into a professional services contract with J. Richard Perkins, P.E., for the following: (1) periodic staff review of plats and construction/site plans for private developments within the City; (2) periodic review of construction plans from other engineering consultants under contract with the City for the design of public improvements; (3) consulting, review, oversight, design and general administration of ongoing City projects and other Public Works projects as determined by the Public Works Director.

FISCAL IMPACT:

Funding for this contract will come from the Engineering Services Division of the Public Works Department.

Date: 06/14/11

_____ City Manager Review

ATTACHMENTS:

**Resolution
Contract**

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH J. RICHARD PERKINS, P.E., FOR THE FOLLOWING: (1) PERIODIC STAFF REVIEW OF PLATS AND CONSTRUCTION/SITE PLANS FOR PRIVATE DEVELOPMENTS WITHIN THE CITY; (2) PERIODIC REVIEW OF CONSTRUCTION PLANS FROM OTHER ENGINEERING CONSULTANTS UNDER CONTRACT WITH THE CITY FOR THE DESIGN OF PUBLIC IMPROVEMENTS; (3) CONSULTING, REVIEW, OVERSIGHT, DESIGN AND GENERAL ADMINISTRATION OF ONGOING CITY PROJECTS AND OTHER PUBLIC WORKS PROJECTS AS DETERMINED BY THE PUBLIC WORKS DIRECTOR.

WHEREAS, the City Council of Bedford, Texas determines that a professional services contract be awarded to J. Richard Perkins, P.E.; and,

WHEREAS, funding is available in the Public Works Department budget.

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

SECTION 1. That the City Manager is authorized to enter into a professional services contract with J. Richard Perkins, P.E., for the following: (1) periodic staff review of plats and construction/site plans for private developments within the City; (2) periodic review of construction plans from other engineering consultants under contract with the City for the design of public improvements; (3) consulting, review, oversight, design and general administration of ongoing City projects and other Public Works projects as determined by the Public Works Director.

SECTION 2. That the term of this contract shall be for a period of one year from the date of the City Council award and that this contract can be renewed for two successive full year periods upon mutual agreement of both parties.

SECTION 3. That funding for this contract will come from the Engineering Services Division budget of the Public Works Department.

PASSED AND APPROVED this the 14th day of June 2011, 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

STATE OF TEXAS

COUNTY OF TARRANT

ENGINEERING SERVICES CONTRACT

THIS CONTRACT, by and between the **CITY OF BEDFORD**, a municipal corporation located in Tarrant County, Texas, hereinafter called "City", and J. Richard Perkins, a registered professional engineer, hereinafter called "Engineer", evidences the following:

WHEREAS, the City desires professional services for the following: (1) periodic staff review of plats and construction/site plans for private developments within the City; (2) periodic review of construction plans from other engineering consultants under contract with the City for the design of public improvements (except as enumerated in paragraph 3 below); (3) consulting, review, oversight, design, and general administration of ongoing City projects and other public works projects as determined by the Public Works Director that may be initiated during the term of this Agreement.

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

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

1. EMPLOYMENT OF THE ENGINEER

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

2. CONTRACT ADMINISTRATION

Its duly authorized official shall administer this Contract on behalf of the City by the City Manager or his/her designated representatives, and on behalf of the Engineer.

3. ENGINEER'S SERVICES

The Engineer agrees to render services as outlined herein, with the exception of the review of construction plans prepared by Teague Nall and Perkins, Inc. Others could construe such reviews as a conflict of interest due to Engineer's previous association with this firm.

4. PAYMENT FOR SERVICES

- A. Payment for services will be computed on an hourly reimbursable basis to determine the payment due for services.
- B. Payments shall also include Direct Non-Labor expenses, which in general include expenses for supplies, reproduction, transportation, equipment, travel, communication, subsistence and lodging away from home, and similar incidentals.

The Direct Non-Labor expenses shall be reimbursable at actual invoice cost plus 10%, except for living and travel expenses when away from the Engineer's home on business connected with the Contract services. All travel outside of the Dallas/Fort Worth Metropolitan Area to be made, which are reimbursable at actual invoice cost, by the Engineer in connection with this Contract must first be approved in writing by the Public Works Director.

- C. Subcontractor cost shall be reimbursed at the actual invoice cost plus 10%.
- D. Engineer shall submit itemized monthly reports for Services, Direct Non-Labor Expenses, and for subcontractor's costs incurred. The City shall make monthly payments of the amounts shown in the Engineer's monthly reports.
- E. Total payments for expenses, costs, and professional services, shall be made at an hourly reimbursable rate of \$85.00 per hour and shall not exceed \$65,000.00 per year.
- F. Nothing contained in this article shall require City to pay for any work which is unsatisfactory as reasonably determined by the Public Works Director or which is not submitted in compliance with the terms of this Contract. City shall not be required to make any payments to the Engineer when the Engineer is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if the Engineer is in default, including the right to bring legal action for damages or for specific performance of this Contract.

5. OWNERSHIP OF DOCUMENTS

All information and other data given to, prepared, or assembled by Engineer under this Contract, and other related items shall become the sole property of City and shall be delivered to City, without restriction on future use. Engineer may make copies of any and all documents and items for his files. Engineer shall have no liability for changes made to or use of the documents generated during the term of this Contract by anyone subsequent to the completion of the Contract.

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

changed or modified.

6. SERVICES BY CITY

City shall provide the following services under this Contract.

- A. Provide available criteria and information to the Engineer as City's requirement for each assignment related to the Contract. Such data would include, but not be limited to, contract documents of current projects, studies, well logs, master plans, FEMA 100-year flood maps, etc.
- B. Provide all available City of Bedford drawings, maps, and notes relating to existing public facilities within the scope of each Contract assignment.

7. CONTRACT PERIOD

The term of this contract shall be for a period of one year from the date of City Council award. This contract can be renewed for two successive full year periods upon mutual agreement of both parties.

8. NOTICE TO PROCEED

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

9. TERMINATION OF CONTRACT

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

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

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

11. EQUAL EMPLOYMENT OPPORTUNITY

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

12. AMENDMENTS

This Contract may be amended or supplemented in any particular only by written instrument and only as approved by resolution of City Council or the City Manager, except for termination under Section 9, TERMINATION OF CONTRACT, which may be accomplished by the City Manager or his/her designated representative as identified in Section 9, TERMINATION OF CONTRACT.

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

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

14. RIGHT OF REVIEW

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

15. CONFLICT OF INTEREST

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

void able by the City Manager or the City Council.

16. CONTRACT PERSONAL

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

17. NOTICES

All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing the same in the United States Mail at the address shown below unless and until either party is otherwise notified in writing by the other party at the following addresses. Mailed notices shall be deemed communicated after five days.

If intended for Bedford to:

Beverly Queen Griffith
Contact Person

City Manager
Title

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

If intended for Engineer, to:

J. Richard Perkins, P.E.
Contact Person

Consultant
Title

J. Richard Perkins, P.E.
Firm Name

3925 Laurel Lane
Address

Bedford, Texas 76021
City, State, Zip Code

(817) 354-8750
Telephone No.

18. INDEPENDENT CONTRACTOR

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

19. INDEMNITY

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

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

20. INSURANCE

Engineer agrees to maintain workmen's compensation insurance to cover all of its own personnel engaged in performing services for client under this agreement. Engineer also agrees to maintain public liability insurance covering claims against Engineer for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this agreement.

21. VENUE

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

22. APPLICABLE LAWS

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

23. GOVERNING LAWS

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

24. LEGAL CONSTRUCTION

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

25. PUBLISHED MATERIAL

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

26. CAPTIONS

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

27. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto

and their respective heirs, executors, administrators, successors, and, except as otherwise provided in this Contract, their assigns.

28. ENTIRE AGREEMENT

This Contract (pages 1 thru 7) embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Contract.

IN WITNESS WHEREOF, the parties hereby have executed this agreement in duplicate originals on this date, the _____ day of _____, 2011.

J. Richard Perkins, P.E.
Firm Name

CITY OF BEDFORD

Signature

Consultant
Title

City Manager

3925 Laurel Lane
Address

APPROVED AS TO FORM:

Bedford, Texas 76021
City, State, Zip Code

City Attorney

ATTEST _____



Council Agenda Background

PRESENTER:

Beverly Queen Griffith, City Manager

ITEM:

Consider setting dates for interviews for Bedford Citizen Boards and Commissions specifically the Cultural Commission.

DISCUSSION:

The deadline to submit an application for the Cultural Commission is Wednesday, June 15. Staff has received nine applications, with one not eligible due to not meeting the minimum residency requirement. Council must now determine when interviews for the Commission will be held so that staff may begin scheduling applicants.

Current calendars for the summer months are attached.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Calendars

Calendar - June 2011

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
		1	2 6:00p Teen Court Advisory Board City Hall 6:30p Parks & Rec OBS	3	4	5
6	7	8	9 11:00a HEB Chamber Luncheon First United Methodist Church – Hurst 7:00p P&Z City Hall	10	11	12
13	14 6:30p City Council Meeting City Hall	15 7:00p Library Board Library	16 5:30p Community Affairs Commission City Hall	17	18 8:00a Beautification Commission Workday Boys Ranch	19
20 6:00p ZBA City Hall 6:30p Beautification Commission OBS	21 6:30p Recycling Public Meeting Library	22	23 7:00p P&Z City Hall	24	25 8:30a City Council Strategic Planning Location TBD	26
27	28 6:30p City Council Meeting City Hall	29	30			

Calendar - July 2011

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
				1	2	3
4 Fourth of July (City Holiday)	5	6	7 6:00p Teen Court Advisory Board City Hall 6:30p Parks & Rec OBS	8	9	10
11	12 6:30p City Council Meeting City Hall	13	14 11:00a HEB Chamber Luncheon First United Methodist Church – Hurst 7:00p P&Z City Hall	15	16	17
18 2:00p Senior Center Board Senior Center 6:00p ZBA City Hall 6:30p Beautification Commission OBS	19 6:00p 4B Meeting City Hall	20 7:00p Library Board Library	21 5:30p Community Affairs Commission City Hall	22	23	24
25	26 6:30p City Council Meeting City Hall	27	28 7:00p P&Z City Hall	29	30	31

Calendar - August 2011

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	2	3	4 6:30p Parks & Rec OBS	5 8:00a Budget Work Session LEC	6	7
8	9 6:30p City Council Meeting City Hall	10	11 11:00a HEB Chamber Luncheon First United Methodist Church – Hurst 7:00p P&Z City Hall	12	13	14
15 6:00p ZBA City Hall 6:30p Beautification Commission OBS	16	17 7:00p Library Board Library	18 5:30p Community Affairs Commission City Hall	19	20	21
22	23 6:30p City Council Meeting City Hall	24	25 7:00p P&Z City Hall	26	27	28
29	30	31				



Council Agenda Background

ITEM:

Council member reports:

- ✓ Mayor Story
 - a) Report on ICSC.
 - b) Report on June 6 Tarrant County Mayor's Council.

DISCUSSION:

N/A

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Letter of Request

Jakubik, Megan

From: Wells, Michael
Sent: Tuesday, June 07, 2011 7:34 AM
To: Jakubik, Megan
Subject: Fwd: Agenda

From: "Story, Jim" <Jim.Story@bedfordtx.gov>
Date: Mon, Jun 6, 2011 10:34 pm
Subject: Agenda
To: "Wells, Michael" <Michael.Wells@bedfordtx.gov>
Cc: "Griffith, Beverly" <Beverly.Griffith@bedfordtx.gov>

Please place the following on the agenda for the June 14 council meeting under Mayor Report:

Report on ICSC.

Report on June 6 Tarrant County Mayor's Council.

Jim Story