

AGENDA

**Special and Regular Meeting of the Bedford City Council
Tuesday, June 28, 2011
2000 Forest Ridge Drive
Bedford, Texas 76021**

**Building A Conference Room Special Session 5:30 p.m.
Council Chambers Work Session 6:15 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>**

CALL TO ORDER

SPECIAL SESSION

- Interviews for appointments to the Cultural Commission.
- Council discussion, if necessary, regarding appointments to Cultural Commission or vacancies on other boards or commissions.

WORK SESSION

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

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 551.072: to deliberate the purchase, exchange, lease or value of real property - properties located in the 100-year floodplain in Sulphur Branch and SB-1.
- b) Pursuant to Section 551.074: personnel matters – annual performance review of the City Manager.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Mark Christy, Mid-Cities Community Church)

PLEDGE OF ALLEGIANCE

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Presentation of the Texas Association of Municipal Information Officers TAMI Award for Excellence in Print – External Newsletter for Populations Less than 55,000.
2. Recognition of Jeremy Beekman, Geographic Information Systems Technician, and Erica Guest, Athletics/Aquatics Coordinator, for a Bedford Employee Commitment Award (BECA).
3. Employee Service Recognition

PERSONS TO BE HEARD

4. The following individual has requested to speak to the Council tonight under Persons to be Heard:
 - Ralph Chaney, 3053 Richwood Circle, Bedford, TX 76021 – Requested to speak to the Council regarding smoking.

APPROVAL OF THE MINUTES

5. Consider approval of the following City Council minutes:
 - a) June 14, 2011 regular meeting

OLD BUSINESS

6. Presentation by Robert Hinkle, NTE, and Lara Kohl, Bluebonnet Construction, regarding the S.H. 183 expansion.

NEW BUSINESS

7. Consider a resolution authorizing the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the Reconciliation Change Order No. 1 with Prim Construction, LLC in an additional amount of \$9,491.27 for the City of Bedford 36th Year CDBG Brown Trail Sanitary Sewer & Sidewalk Improvement Project.
8. Consider a resolution authorizing the City Manager to enter into a contract with Ron Wright, Tarrant County Tax Assessor-Collector, and Tarrant County for assessment and collection services of ad valorem taxes levied by the City of Bedford; and providing an effective date.
9. Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Fort Worth for purchase card services as provided by JP Morgan Chase via its Smart Data On Line (SDOL) product.
10. Consider a resolution to reject the proposal for the Electrical Maintenance Service Price Agreement.
11. Consider a resolution to reject all proposals for the Plumbing Maintenance Service Price Agreement.
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

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 24, 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 Agenda Background

PRESENTER:

Tom Bryson, President of Texas Association of Municipal Information Officers (TAMIO)

ITEM:

Presentation of the Texas Association of Municipal Information Officers TAMI Award for Excellence in Print – External Newsletter for Populations Less than 55,000.

DISCUSSION:

Tom Bryson, President of the Texas Association of Municipal Information Officers (TAMIO) will present Council with the 2011 TAMI Award for Excellence in Print for the Bedford Connection Magazine. Bedford was selected as first place in this category with the City of Schertz placing second and the City of Euless earning third place.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER:

Beverly Griffith, City Manager

ITEM:

Recognition of Jeremy Beekman, Geographic Information Systems Technician, and Erica Guest, Athletics/Aquatics Coordinator, for a Bedford Employee Commitment Award (BECA).

DISCUSSION:

The BECA is part of the City of Bedford's Employee Recognition Program. In order for an employee to receive a BECA, he/she must display "above and beyond the call of duty" conduct or actions in their daily job function or other types of meritorious actions or conduct.

Any citizen, business owner or employee may nominate a City employee for a BECA by completing a form. The nominations are reviewed on a periodic basis by the City's senior management team. The senior management team then votes on the nominations.

Jeremy Beekman was nominated by Kay Brown in Economic Development. In her nomination, Kay states that she and Jeremy were making business visits when they approached a vehicle stalled in the middle of Harwood Road obstructing traffic. She said that they initially went around the vehicle but Jeremy said, "I think that was an elderly woman," so they turned the car around and Jeremy tried to assist her in getting the car to start. He used his personal cell phone to call a tow truck, her daughter and the police. He pushed her car out of the intersection before the police arrived. The lady was very thankful. In her nomination, Kay states, "I see this as a meritorious display of concern and consideration above and beyond his call of duty."

Erica Guest was nominated by Jill McAdams in Human Resources for her work in coordinating the Relay for Life walking event put on by the American Cancer Society at Trinity High School. This was an all-night event. There was an interest to participate but no one on the Wellness Committee was able to commit to coordinating the event. Erica is not a member of the Wellness Committee, but stepped up to coordinate this worthwhile event during her busiest time of the year. This is the time of year that Erica hires approximately 100 seasonal employees for Splash, and stays very busy with getting the pools ready to open and wrapping up the Spring Softball League.

The Relay for Life is not an easy event to coordinate. Erica attended four evening meetings on her own time, coordinated a fundraiser with Kona Ice at the event, designed and ordered shirts and coordinated employee registration and communication. Prior to the event, Erica worked until 1:00 p.m. at Splash Clean Up Day, then went to set-up the area by herself, stayed at the event until 6:00 a.m. the next morning and then cleaned up the team area.

This was a remarkable event that positively displayed the City of Bedford to the HEB community and raised over \$1,500 for a worthy cause.

RECOMMENDATION:

Staff recommends the following:

That the Mayor and City Council formally recognize Jeremy Beekman and Erica Guest for a Bedford Employee Commitment Award.

FISCAL IMPACT:

Funds are budgeted in FY 10/11 budget account 01-20-22-8135.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER:

Beverly Queen Griffith, City Manager

ITEM:

Employee Service Recognition

DISCUSSION:

The following employees have completed a service period and are eligible for recognition:

- Michael Martin 5yr Police Department
- Jeanne Green 10yr Community Services
- Jerry Watson 15yr Fire Department
- Michael Gardner 25yr Public Works

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER AND ITEM:

- Ralph Chaney, 3053 Richwood Circle, Bedford, TX 76021 – Requested to speak to the Council regarding smoking.

DISCUSSION:

N/A

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

Letter of Request

Jakubik, Megan

From: Wells, Michael
Sent: Thursday, June 09, 2011 12:49 PM
To: Jakubik, Megan
Subject: FW: Persons to be heard

From: Deborah/Ralph Chaney
Sent: Thursday, June 09, 2011 12:04 PM
To: Wells, Michael
Subject: FW: Persons to be heard

Conversation: Persons to be heard
Subject: Persons to be heard

Michael,

I would like to be placed on the agenda under **Persons To Be Heard at the June 28 Council Meeting**. The topic is smoking.

Thank you,

Ralph Chaney
Chair
Library advisor Board



Council Agenda Background

PRESENTER:

Michael Wells, City Secretary

ITEM:

Consider approval of the following City Council minutes:
a) June 14, 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 Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive on the 14th day of June 2011 with the following members present:

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

constituting a quorum.

Staff present included:

Beverly Queen Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Roger Gibson	Interim Police Chief
John Kubala	Public Works Director
Mirenda McQuagge-Walden	Managing Director of Community Services
James Tindell	Fire Chief

WORK SESSION

Mayor Story called the Work Session to order at 5:30 p.m.

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

Council discussed placing the following items on consent: 3, 4, 5, 6, 8, 9, and 10. On Item #3, Council was of the consensus that the expiration date of the contract would be December 31, 2011. On item #10, Council was of the consensus to add language to Section 4, Item E of the contract that the amount shall not exceed \$65,000 per year for each year of the contract.

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

This item was moved after the Update on planning for Blues and BBQ Fest.

City Manager Beverly Queen Griffith and Administrative Services Director Cliff Blackwell presented information on the July 2011 Bond Issue. Council met in January to go over some capital projects to fund this fiscal year by issuing certificates of obligation. The total amount of recommend capital improvement projects is \$5.2M and funding for these projects is split between the General Fund and water and sewer debt. Projects being funded by water and sewer debt include: I&I studies at \$220,000, Sulphur Branch rehab at \$491,000, sanitary sewer creek crossings at \$289,000, the Simpson Terrace Elevated Well Site at \$1.3M, and the design work for the North West Pressure Plane at \$200,000 for a total cost of \$2.5M. Projects funded by the General Fund include: matching funds for Traffic Signal Synchronization at \$182,000, a fire engine at \$560,000, the trunk radio system at \$669,000, a dump

truck at \$36,000, a wood chipper at \$40,000, design work at the Bedford Boys Ranch, particularly the lake, at \$322,000, City facility repairs at \$351,000 and land and building improvements at \$453,000 for a total cost of \$2.6M. Council can revisit this list of projects and make any adjustments or changes before the Notice of Intent is issued.

Missing from the list of projects are the Sulphur Branch property purchases and the Schumac Lane drainage project. Staff is moving forward on the appraisals and some of the property purchases could be added to the issuance. Staff has also completed 90% of the design and engineering on the Schumac Lane drainage project and Council could move forward on construction for this project in the amount of \$1.3M. Another item not included were the Dora Street Improvements in the amount of \$1.7M.

In regards to the bottom line impact, all the projects currently included in the list would have a \$.015 impact on the property tax. On the water and sewer side, the impact would be 1.5% to the base water rates and 4% on the base sewer rates.

- **Update on planning for Blues and BBQ Festival.**

This item was moved before the July 2011 Bond Issue discussion.

Special Events Coordinator Wendy Hartnett presented an update on the planning for the Blues and BBQ Festival. She first listed many of the major changes and additions for this year. An urban challenge will be held Saturday morning before the gates open and will end at 2:00 p.m. Due to the high demand for more barbecue, ten of the regular vendor spots have been replaced by barbecue restaurants and another people's choice competition will be offered on Sunday from 2:00 to 5:00. Combo tickets will be offered as many people wanted to be in the party tent during the day and in reserve seats by night. There will be no merchandise tent and it will be replaced by a concierge-type tent. The biggest change is the venue. There will be three main entrances and the area will be divided into six sections. The main stage is booked and two spots are left on the second stage. 40 artisan vendors are anticipated to be there.

Behind the scenes, the old library will be used to its maximum capacity. It will be used as the barbeque tent on Sunday morning and as a staff area for meals the rest of the weekend. Instead of renting RV's, the old Bonnie Finn room and front area will be used for artists. The Finance Department will house out of their offices at City Hall, so there will be no cost for a trailer for them. Currently, there is no carnival booked at this time. The barbecue competition remains the same with 50 teams. The Chase and State National properties are secured.

Looking ahead, they are looking at removing a couple of trees and doing some trimming at the site. Staff is also working on additional sponsorships. A gate is being installed at the State National Property, as a second entrance for Police and Fire. There will be paid parking at the Old Bedford School, on-site and at the new Library and staff is looking at securing sites for free parking. Staff is requesting to change the hours of the Library that weekend to 9:00 a.m. to 1:00 p.m. as there is concern that it will be difficult to police who is parking for the festival and who is utilizing the Library. Council had no objections to changing the library hours for that weekend.

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.**

Council convened into Executive Session pursuant to the Texas Government Code regarding Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments; Section 551.071, consultation with the City Attorney regarding pending or contemplated litigation - Holiday Inn; and 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 at 7:08 p.m.

Council reconvened from Executive Session at approximately 7:42 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 Story called the meeting to order. Mayor Story announced that he sent a letter and proclamation to the Dallas Mavericks on behalf of the City congratulating them on their championship.

INVOCATION (Dr. Stephen Rosser, Mid-Cities Bible Church)

Dr. Stephen Rosser of Mid-Cities Bible Church gave tonight's invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

John DeLorme, 1129 Woodvale Drive, Bedford, TX – Mr. DeLorme requested to speak on Item #7 and the information presented during the Work Session. He understands that only two projects remaining that were part of the 2001 bond package. He lives in the northwest part of Bedford where there have been water pressure issues and he agrees with doing the northwest pressure plane. He believes that issuing debt without voter approval is not right when there are outstanding projects that have not been done from the 2001 bond issue, including Dora Street. He urges Council not to do the Simpson Terrace Well and the water plane before Dora Street. It was a voter approved project and the citizens are willing to pay for it.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilman Champney, seconded by Councilman Fisher, to approve the following items by consent: 3, 4, 5, 6, 8, 9, and 10 with the stipulation on Item #3 that the contract termination date be December 31, 2011 and on Item #10 a stipulation being for a cap of \$65,000 per year for each year of the contract.

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

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.

James Mayer and Terry Purdon of Texas Harley-Davidson, 1839 Airport Freeway, Bedford, TX – Mr. Mayer and Mr. Purdon requested to speak to the Council regarding changing the name of Shoalmont Drive to Don Smith Drive. Don Smith opened up the business in 1977, originally as a Honda dealership, and converted it into a Harley-Davidson dealership in 1988. He has been a businessman for 35 years in the same location. Shoalmont is a quarter of a mile and there are no businesses or addresses on that street that will need to be changed or be disrupted. They would like to change the name to honor him for all of his years in doing business. Mr. Smith's son, Adam, acquired the dealership in January and is continuing the tradition of doing business within the City.

APPROVAL OF THE MINUTES

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

Motioned by Councilman Champney, seconded by Councilman Griffin, to approve the minutes of the May 24, 2011 special and regular meeting.

Motion approved 6-0-1. Mayor Story declared the motion carried. Mayor Story abstained due to not being at that 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.**

This item was approved by consent.

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.**

This item was approved by consent.

- 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.**

This item was approved by consent.

- 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.**

This item was approved by consent.

- 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.**

Administrative Services Director Cliff Blackwell presented information regarding this resolution. This action is for certificates of obligation. If Council chose to fund the Dora Street and Sulphur Branch projects, those would be voter approved general obligation bonds and would not be included in this action tonight. As they are both drainage projects, they would not affect the tax rate. The Schumac drainage project could be included since the total would still be below the do not exceed amount of \$7M. Council has the opportunity to discuss these items further at the Strategic Planning Session on June 25 and possibly the Council meeting on June 28 before a number has to be finalized. Other items could be added as long as the total amount does not exceed \$7M. If a general obligation bond sale was to be included, final numbers would need to be done two weeks prior to the sale. Council requested that the Dora Street improvements and the Sulphur Branch property purchases be put on the agenda for discussion at the June 25, 2011 Strategic Planning Session.

Motioned by Councilman Turner, seconded by Councilman Champney, to approve a resolution approving and authorizing the publication of notice of intent to issue certificates of obligation in an amount not to exceed \$7M.

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

- 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.**

This item was approved by consent.

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

This item was approved by consent.

- 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.**

This item was approved by consent.

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

Council discussed setting dates for interviews for Bedford Boards and Commission interviews, specifically the Cultural Commission. Council was of the consensus to hold the interviews before or during the Council meeting on June 28, 2011.

- 12. 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**

Councilman Griffin stated that the newest member of the Board, Dawn Schneider, provided him a list of ideas on how to promote the shelter and the pet fair. This list has been provided to the City Manager.

- ✓ **Beautification Commission- Councilman Turner**

No report was given.

✓ **Community Affairs Commission- Councilman Fisher**

Councilman Fisher stated that the Commission was hard at work pushing the Shop Bedford First Program. Commission members have physically gone door-to-door to meet with managers and owners. Over 100 businesses have signed up for the Program. The website is also being used as one more outlet to report on lane closures and traffic updates for the highway expansion.

✓ **Library Board- Councilman Brown**

No report was given.

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

Councilman Griffin reported that the Board was continuing to pursue the dog park and were looking at utilizing Meadowpark. Their real intent is to repurpose part of the 13 acres that the City currently leases. The Board is putting together a package of information for the Council which will be brought back in the next few months. The Board wants to take advantage of the water and electricity already in the park to minimize the cost impact.

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

No report was given.

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

No report was given.

13. Council member reports

✓ **Mayor Story:**

a) Report on ICSC.

Mayor Story gave a report on ICSC. There was a lot more activity than there had been the last two years. However, retailers are still being very cautious and doing more due diligence. There were favorable responses to the change in sign ordinance. Several businesses were interested in Bedford but wanted to be careful not to siphon off customers from nearby store locations. There was one business looking for a franchisee in this area. The Mayor stated that everyone loves to do business with Texas. City Manager Griffith stated that one restaurant company owner stated it was refreshing to work and develop in this area. To give some perspective, the owner stated that in another state, it took a year to just get a building permit.

b) Report on June 6 Tarrant County Mayor's Council.

Mayor Story gave a report on the Tarrant County Mayor's Council held on June 6. The guest speaker was Congressman Michael Burgess who spoke about redistricting, transportation issues and health care. Also, in the legislative update, the main topic of discussion was S.B. 100, which would possibly affect elections. TML will have a webinar on June 29 at 10:30 a.m. on S.B. 100. This topic will need to be discussed in future work sessions. The workforce development board chairman announced that there is 8% unemployment in Tarrant County.

14. City Manager report

City Manager Beverly Queen Griffith reminded Council about the public information forum on Tuesday, June 21 at 6:30 at the new Library regarding Allied Waste and their proposed recycling program.

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

No action was necessary as a result of tonight's Executive Session.

ADJOURNMENT

Mayor Story adjourned the meeting at 7:44 p.m.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER:

Robert Hinkle, NTE
Lara Kohl, Bluebonnet Construction

ITEM:

Presentation by Robert Hinkle, NTE, and Lara Kohl, Bluebonnet Construction, regarding the S.H. 183 expansion.

DISCUSSION:

Robert Hinkle from NTE Mobility Partners and Lara Kohl from Bluebonnet Construction will present an update regarding the S.H. 183 expansion project.

RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER:

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

ITEM:

Consider a resolution authorizing the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the Reconciliation Change Order No. 1 with Prim Construction, LLC in an additional amount of \$9,491.02 for the City of Bedford 36th Year CDBG Brown Trail Sanitary Sewer & Sidewalk Improvement Project.

DISCUSSION:

On January 11, 2011, the City Council authorized entering into an agreement with Tarrant County recommending the County award a contract to Prim Construction, LLC in the amount of \$193,430.65 for the City of Bedford 36th Year CDBG Brown Trail Sanitary Sewer & Sidewalk Improvement Project. The 36th Year Program included new sidewalks and ADA compliant ramps and sanitary sewer line replacement for the east side of the 900-1000 blocks of Brown Trail from Belle Street to Hurst Drive.

The scope of the project was modified due to the need for additional sewer services that were initially believed to have been served from another sewer main, additional driveway lengthening that were required due to grade problems, and additional sidewalks at the driveways that were required in order to meet ADA slope requirements. The pay items and their respective quantities and unit prices that were included in the project scope revision are noted in the attached Reconciliation Change Order. This project has been completed and has been accepted by Tarrant County. This will bring the total project cost to \$202,921.92 and the City's participation increases from \$51,343.65 to \$60,834.67. The CDBG amount of \$142,087 is unchanged. City Council previously approved participation in the amount of \$51,343.65 from the 2010 Wastewater Certificates of Obligation (COs). Cost savings are available from other projects to provide funding for this change order.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the Reconciliation Change Order No. 1 with Prim Construction, LLC in an additional amount of \$9,491.02 for the City of Bedford 36th Year CDBG Brown Trail Sanitary Sewer & Sidewalk Improvement Project.

FISCAL IMPACT:

Community Development Block Grant	\$142,087.00
2010 Wastewater COs	\$60,834.67

ATTACHMENTS:

Resolution
Reconciliation Change Order Scope
Reconciliation Change Order

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TARRANT COUNTY AND TO RECOMMEND TO THE COUNTY TO ACCEPT THE RECONCILIATION CHANGE ORDER NO. 1 WITH PRIM CONSTRUCTION, LLC IN AN ADDITIONAL AMOUNT OF \$9,461.02 FOR THE CITY OF BEDFORD 36TH YEAR CDBG BROWN TRAIL SANITARY SEWER & SIDEWALK IMPROVEMENT PROJECT.

WHEREAS, the City Council of Bedford, Texas has previously approved the construction of sidewalks and ADA compliant ramps and sanitary sewer line replacement for the east side of the 900-1000 blocks of Brown Trail from Belle Street to Hurst Drive; and,

WHEREAS, the City Council of Bedford, Texas has previously approved funding in the amount of \$51,343.65; and,

WHEREAS, Community Development Block Grant funding in the amount of \$142,087 is available.

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 Tarrant County and to recommend to the County to accept the Reconciliation Change Order No. 1 with Prim Construction, LLC in an additional amount of \$9,491.02 for the City of Bedford 36th Year CDBG Brown Trail Sanitary Sewer & Sidewalk Improvement Project.

SECTION 2. That funding in the amount of \$9,491.02 will come from 2010 Wastewater Certificates of Obligation.

PASSED AND APPROVED this 28th 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

RECONCILIATION CHANGE ORDER NO. ONE (1) SCOPE

PROJECT: Brown Trail Sanitary Sewer and Sidewalk Improvements Project (City of Bedford)

OWNER: Tarrant County Community Development

CONSULTING ENGINEER: J. Richard Perkins, P.E.
3925 Laurel Lane
Bedford, Texas 76021 (817) 354-8750

DATE OF CHANGE ORDER: June 8, 2011

SCOPE OF WORK REVISIONS TO PROJECT: The project scope was modified due to a the need for additional sewer services that were believed to have been served from another sewer main, additional driveways lengthening that was required due to grade problems, and additional sidewalk at the driveways that was required in order to meet ADA slope requirements. The pay items and their respective quantities and unit prices that were included in the project scope revision are noted below.

The Contractor's agreement to adjust the quantities of these facilities for the prices outlined in this Change Order is evidenced by his signature in the space provided below.

Contractor's Signature
Prim Construction, LLC

Date

Steve Hines, City Construction Inspector

City Consulting Engineer
J. Richard Perkins, P.E.

Tarrant County Community Development

Tarrant County Judge

RECONCILIATION CHANGE ORDER NO. ONE (1)

**36th YEAR BROWN TRAIL SANITARY SEWER AND SIDEWALK IMPROVEMENTS
(CITY OF BEDFORD)**

BID ITEM NO.	QUANTITY	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT TOTAL
2	25	Remove & Replace 4" Conc. Pavement and Curbing, for the sum of: <u>Three</u> Dollars and <u>Seventy-two</u> Cents Per S.F. (Square Foot)	\$ <u>3.72</u>	\$ <u>93.00</u>
3	12	Remove & Replace 6" Conc. Valley Gutter, for the sum of: <u>Six</u> Dollars and <u>Five</u> Cents Per S.F. (Square Foot)	\$ <u>6.05</u>	\$ <u>72.60</u>
4	-463	Remove & Replace 6" HMAC, for the sum of: <u>Nine</u> Dollars and <u>Seventeen</u> Cents Per S.F. (Square Foot)	\$ <u>9.17</u>	\$ <u>-4,245.71</u>
5	2,949	Remove Reinforced Concrete Driveway, for the sum of: <u>No</u> Dollars and <u>Sixty-four</u> Cents Per S.F. (Square Foot)	\$ <u>0.64</u>	\$ <u>1,887.36</u>
7	22	Remove Brick Pavers, for the sum of: <u>No</u> Dollars and <u>Seventy-three</u> Cents Per S.F. (Square Foot)	\$ <u>0.73</u>	\$ <u>16.06</u>

RECONCILIATION CHANGE ORDER NO. ONE (1)

**36th YEAR BROWN TRAIL SANITARY SEWER AND SIDEWALK IMPROVEMENTS
(CITY OF BEDFORD)**

BID ITEM NO.	APPROX. QTY.	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT TOTAL
8	39	Remove & Replace Conc. Curb & Gutter, for the sum of: <u>Sixteen Dollars</u> and <u>Sixty-seven Cents</u> Per L.F. (Lineal Foot)	<u>\$ 16.67</u>	<u>\$ 650.13</u>
10	-1	Remove 4' Dia. Sanitary Sewer Manhole, for the sum of: <u>Four Hundred Nineteen Dollars</u> and <u>Twenty-seven Cents</u> Per Ea. (Each)	<u>\$ 419.27</u>	<u>\$ -419.27</u>
11	2,642	Construct 5" Reinforced Concrete Driveway, for the sum of: <u>Five Dollars</u> and <u>Sixty-eight Cents</u> Per S.F. (Square Foot)	<u>\$ 5.68</u>	<u>\$ 15,006.56</u>
15	16	Reconnect 4" Sanitary Sewer Service, for the sum of: <u>Two Hundred Forty-nine Dollars</u> and <u>Twenty-seven Cents</u> Per Ea. (Each)	<u>\$ 249.27</u>	<u>\$ 3,988.32</u>
16	-5	Pipe Burst 4" Sewer Service Line, for the sum of: <u>Thirteen Hundred Thirty Dollars</u> and <u>Twenty Cents</u> Per Ea. (Each)	<u>\$ 1,330.20</u>	<u>\$ -6,651.00</u>

RECONCILIATION CHANGE ORDER NO. ONE (1)

**36th YEAR BROWN TRAIL SANITARY SEWER AND SIDEWALK IMPROVEMENTS
(CITY OF BEDFORD)**

BID ITEM NO.	APPROX. QTY.	DESCRIPTION WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT TOTAL
18	1	Construct Type "10" Handicap Ramp @ Gaye, for the sum of: <u>Twelve Hundred Ninety-seven Dollars</u> and <u>Nine Cents</u> Per S.F. (Square Foot)	\$ <u>1,297.09</u>	\$ <u>1,297.09</u>
25	1,810	Construct 5' Wide 4" Reinforced Concrete Sidewalk, for the sum of: <u>Three Dollars</u> and <u>Seventy-three Cents</u> Per S.F. (Square Foot)	\$ <u>3.73</u>	\$ <u>6,751.30</u>
26	-575	Construct 6" Wide Reinforced Concrete Retaining Wall, for the sum of: <u>Four Dollars</u> and <u>Eighty-eight Cents</u> Per L.F. (Lineal Foot)	\$ <u>4.88</u>	\$ <u>-2,806.00</u>
27	-4	Adjust Sanitary Sewer Manhole to Grade, for the sum of: <u>Twelve Hundred Five Dollars</u> and <u>Seventy-three Cents</u> Per Ea. (Each)	\$ <u>1,205.73</u>	\$ <u>-4,822.92</u>
28	-1	Relocate Fire Hydrant, for the sum of: <u>Thirteen Hundred Twenty-six Dollars</u> and <u>Fifty Cents</u> Per Ea. (Each)	\$ <u>1,326.50</u>	\$ <u>-1,326.50</u>

**TOTAL AMOUNT RECONCILIATION
CHANGE ORDER NO. ONE (1) \$ 9,491.02**

ORIGINAL CONTRACT AMOUNT \$ 193,430.65



Council Agenda Background

PRESENTER:

Clifford Blackwell, CGFO, Director of Administrative Services

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Ron Wright, Tarrant County Tax Assessor-Collector, and Tarrant County for assessment and collection services of ad valorem taxes levied by the City of Bedford; and providing an effective date.

DISCUSSION:

The City of Bedford has outsourced our ad valorem tax assessment and collection function by contracting with Tarrant County to provide those services for the past 19 fiscal years.

Tax collection services continue to be satisfactory. Funds are received in a timely manner, reports are timely and accurate, and staff members in the County tax office are responsive to inquiries.

The fee for the 2011-2012 fiscal year will remain \$0.65 per account. Contracting with Tarrant County is by far the most cost effective method of obtaining tax collection services.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Ron Wright, Tarrant County Tax Assessor-Collector, and Tarrant County for assessment and collection services of ad valorem taxes levied by the City of Bedford; and providing an effective date.

FISCAL IMPACT:

General Fund - Administrative Services/Finance
Total estimated cost: \$10,400 (Approximately 16,000 accounts at \$0.65 per account)

ATTACHMENTS:

Resolution
Tarrant County Contract for Collection Services
Delinquent Attorney Confirmation
Cover letter from Tax Assessor Collector

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH RON WRIGHT, TARRANT COUNTY TAX ASSESSOR-COLLECTOR, AND TARRANT COUNTY FOR THE ASSESSMENT AND COLLECTION SERVICES OF AD VALOREM TAXES LEVIED BY THE CITY OF BEDFORD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas determines the necessity to contract for ad valorem tax assessment and collection services; and,

WHEREAS, the City has contracted with the Tarrant County Tax Assessor-Collector and Tarrant County for assessment and collection services for the past 19 fiscal years; and,

WHEREAS, the City Council has determined that the contract for these services should be renewed for the fiscal year 2011-2012.

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

SECTION 1. That the City Council does authorize the City Manager to enter into an agreement with Ron Wright, Tarrant County Tax Assessor-Collector, and Tarrant County for assessment and collection of ad valorem taxes levied by the City of Bedford.

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

PASSED AND APPROVED this 28th 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

COUNTY OF TARRANT §
§

Agreement For The Collection Of Taxes

Agreement made this ____day of _____, 2011, by and between the Tarrant County Tax Assessor/Collector, hereinafter referred to as **ASSESSOR/COLLECTOR**, and Tarrant County, hereinafter referred to as the **COUNTY**, both of whom are addressed at 100 E. Weatherford Street, Fort Worth, Texas 76196-0301, and the **City of Bedford**, hereinafter referred to as **City**, whose address is 2000 Forest Ridge Drive, Bedford, TX 76095.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the ASSESSOR/COLLECTOR will provide assessment and collection services of Ad Valorem taxes levied by the City.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I.

SERVICES TO BE PERFORMED

The ASSESSOR/COLLECTOR agrees to bill and collect the taxes due and owing on taxable property upon which the City has imposed said taxes. The ASSESSOR/COLLECTOR shall perform the said services in the same manner and fashion as Tarrant County collects its own taxes due and owing on taxable property. The services performed are as follows: receiving the Certified Appraisal Roll from the appropriate Appraisal District and monthly changes thereto; providing mortgage companies, property owners and tax representatives, tax roll and payment data; providing all necessary assessments of taxes and Truth in Taxation calculations as required; the transmittal of tax statements via the U.S. Mail or electronic transfer of data; and payment processing. All City disbursements, made by check or by electronic transfer (ACH), for collected tax accounts will be made to the City on the day the COUNTY Depository Bank indicates the mandatory assigned "float" period has elapsed and the funds are posted to the collected balance. If any daily collection total is less than one hundred dollars (\$100.00), the disbursement may be withheld until the cumulative total of taxes collected for the City equals at least one hundred dollars (\$100.00), or at the close of the month.

II.

REPORTS

The ASSESSOR/COLLECTOR will provide the City the following reports, if requested:

Daily:	General Ledger Distribution Report
Weekly:	Detail Collection Report (Summary)
Monthly:	Tax Roll Summary (Totals Only)
	Year-to-Date Summary Report
	Detail Collection Report (Summary)
	Distribution Report (Summary)
	Delinquent Tax Attorney Tape
Annual:	Paid Tax Roll
	Delinquent Tax Roll
	Current Tax Roll

A selection of the above listed Reports will only be available by internet access. The ASSESSOR/COLLECTOR will provide the City the General Ledger Revenue & Expense Report monthly as required by Sec. 31.10 of the Texas Property Tax Code.

III.

COMPENSATION

In consideration of the services to be performed by the ASSESSOR/COLLECTOR, compensation for the services rendered is a rate of sixty five cents (\$.65) per account. The number of accounts will be based on the October billing roll certified to the ASSESSOR/COLLECTOR by the Appraisal District. New accounts added by the appropriate Appraisal District will be billed to the entity. The ASSESSOR/COLLECTOR will invoice for all these accounts by **January 13, 2012** with payment to be received from the City by **February 17, 2012**.

The scope of services identified in this contract does not include the administration of a rollback election. In the event of a successful rollback election, these costs incurred by the Tarrant County Tax Office will be separately identified, billed, and paid

by the entity.

**IV.
AUDITS**

The ASSESSOR/COLLECTOR will provide to the City auditor necessary explanations of all reports and access to ASSESSOR/COLLECTOR in-house tax system computer terminals to assist the City auditor in verifying audit samples of the financial data previously provided by the ASSESSOR/COLLECTOR during the past audit period.

**V.
TAX RATE REQUIREMENT**

The City will provide the ASSESSOR/COLLECTOR, in writing, the City's newly adopted tax rate and exemption schedule to be applied for assessing purposes by Wednesday, September 14, 2011. Under authority of Section 31.01 (h) of the Property Tax Code, any additional cost of printing and mailing tax statements because of late reporting of the tax rate or the exemption schedule will be charged to and must be paid by the City. If the City wishes its collection reports to be itemized as to maintenance and operation fund and interest and sinking fund, then the notice advising of the new tax rate must set out the separate rates, as well as the total rate.

The tax rate and the exemption schedule for each of the last five (5) years in which an ad valorem tax was levied, or all prior years where there remains delinquent tax, must be furnished in writing to the ASSESSOR/COLLECTOR at the time of the initial contract.

**VI.
COMPLIANCE WITH APPLICABLE
STATUTES, ORDINANCES, AND REGULATIONS**

In performing the services required under this Agreement, the ASSESSOR/COLLECTOR shall comply with all applicable federal and state statutes, final Court orders and Comptroller regulations. If such compliance is impossible for reasons beyond its control, the ASSESSOR/COLLECTOR shall immediately notify the City of that fact and the reasons therefore.

**VII.
DEPOSIT OF FUNDS**

All funds collected by the ASSESSOR/COLLECTOR in the performance of the services stated herein for the City shall be promptly transferred to the account of the City at the City's depository bank. All payments to entities will be made electronically by the automated clearing house (ACH). The ASSESSOR/COLLECTOR has no liability for the funds after initiation of the ACH transfer of the City's funds from the COUNTY Depository to the City's designated depository.

**VIII.
INVESTMENT OF FUNDS**

The City hereby agrees that the COUNTY, acting through the COUNTY Auditor, may invest collected ad valorem tax funds of the City during the period between collection and payment. The COUNTY agrees that it will invest such funds in compliance with the Public Funds Investment Act. The COUNTY further agrees that it will pay to the City all interest or other earnings attributable to taxes owed to the City. All parties agree that this Agreement will not be construed to lengthen the time period during which the COUNTY or the ASSESSOR/COLLECTOR may hold such funds before payment to the City.

**IX.
REFUNDS**

Refunds will be made by the ASSESSOR/COLLECTOR except as set forth herein. The ASSESSOR/COLLECTOR will advise the City of changes in the tax roll which were mandated by the appropriate Appraisal District.

The ASSESSOR/COLLECTOR will not make refunds on prior year paid accounts unless the prior year paid accounts for the past five (5) years are provided to the ASSESSOR/COLLECTOR.

All refunds of overpayments or erroneous payments due, but not requested, and as described in Section 31.11 of the Texas Property Tax Code, will after three years from the date of payment, be proportionately disbursed to those entities contracting with the ASSESSOR/COLLECTOR. The contract must have been in force, actual assessment and collection functions begun and the tax account was at the time of the over or erroneous payment within the City's jurisdiction. The proportional share is based upon the City's percent of the tax account's total levy assessed at the time of receipt of the over or erroneous payment.

In the event any lawsuit regarding the collection of taxes provided for in this agreement to which the City is a party, is settled or a final judgment rendered, and which final judgment is not appealed, and the terms of such settlement agreement or final judgment require that a refund be issued by the City to the taxpayer, such refund shall be made by ASSESSOR/COLLECTOR by debiting funds collected by ASSESSOR/COLLECTOR on behalf of the City and remitting such refund to the taxpayer in conformity with the terms of the settlement agreement or final judgment.

X.

DELINQUENT COLLECTIONS

The ASSESSOR/COLLECTOR will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11 (changed order) and 33.48 of the Property Tax Code, when allowed. The ASSESSOR/COLLECTOR will collect attorney fees that are specified by the City through written agreement with a delinquent collection Attorney. The ASSESSOR/COLLECTOR will disburse the amount directly to the City for compensation to a Firm under contract to the City.

If the delinquent collection Attorney contracted by the City requires attendance of ASSESSOR/COLLECTOR personnel at a court other than the District Courts in downtown Fort Worth, and the COUNTY is not a party, the employee's expenses and proportionate salary will be the responsibility of the City and will be added to the collection expenses and charged to the City.

The ASSESSOR/COLLECTOR will not be responsible for the collection of prior year delinquent accounts unless all delinquent accounts information is provided to the ASSESSOR/COLLECTOR.

XI.

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereinabove set out, and shall continue in effect during the 2011 tax year, unless sooner terminated by providing sixty (60) day written notice, as outlined in paragraph XII.

XII.

NOTICES

Any notices to be given hereunder by either party to the other may be effected, in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the introductory paragraph of this Agreement, but each party may change this address by written notice in accordance with this paragraph.

XIII.

MISCELLANEOUS PROVISIONS

This instrument hereto contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

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

This Agreement and the attachments hereto constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed on the day and year first above written, Tarrant County, Texas.

BY: _____ **DATE** _____
BETSY PRICE, RTA
TAX ASSESSOR/COLLECTOR
TARRANT COUNTY

FOR THE CITY OF BEDFORD:

BY: _____ **DATE** _____
TITLE: _____

FOR TARRANT COUNTY:

BY: _____ **DATE** _____
B. GLEN WHITLEY
TARRANT COUNTY JUDGE

APPROVED AS TO FORM * AND CONTENT

BY: _____ **DATE** _____
DISTRICT ATTORNEY'S OFFICE

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



**DELINQUENT ATTORNEY CONFIRMATION
2011 TAX YEAR**

Please complete the form below, have notarized and return with your entity contract

The Delinquent Attorney Firm for _____ is
Name of Taxing Entity

Name of Firm

Collection penalty % by ordinance, resolution or amendment authorizing attorney collection fees in accordance to Sections 33.07 and 33.08 Texas Property Tax Code is

Percent

Collection penalty % by ordinance, resolution or amendment authorizing early turn over of this unit's business personal property in accordance to Section 33.11 Texas Property Tax Code is

Percent

The effective date of the ordinance, resolution or amendment authorizing early turn over of this unit's business personal property in accordance to Section 33.11 Texas Property Tax Code is

Month

Day

Year

If you change law firms you must notify Tarrant County Tax Office in writing

By signature below, the information contained in this form is deemed true and correct.

Authorized Signature

Date

Printed Name

Title

Sworn and Subscribed to before me on this the _____ day of _____, _____,
to certify which witness my hand and seal of office.

Notary Public in and for the
State of Texas
My commission Expires: _____

April 8, 2011

Mr Tom Ross
Director of Administrative Services
City of Bedford
2000 Forest Ridge Drive
Bedford TX 76095

Dear Mr Ross,

Once again it is time to contract for your tax collections. As the economy has slowed, Tarrant County has been fortunate that our collections have remained very good. We will continue to do all that we can to keep your collections at an excellent level. Again this year our collection rate is **65 cents per parcel**.

I appreciate your compliance with the requirement to receive funds via ACH. It is going very well and is a cost and labor savings for us which allows us to keep your cost down. In the event your ACH banking information changes, please contact my office.

I need your immediate attention to the annual obligation to renew our collection contract. Enclosed are two original renewal contracts for the assessment and collection of your ad valorem taxes by Tarrant County for the tax year 2011. After the contracts have been signed, please return **BOTH** copies to my office to the attention of Sheila Moore, Entity Liaison. I will mail a fully executed contract to you after the Commissioner's Court has made formal approval of the contract. This will be at the end of September, so the contract will be returned in October. If you require more than one original, please make a copy of the contract and mail all three back to my office. In order to have your contract in place prior to the upcoming tax season, I would ask that you have the properly executed contract returned to me no later than **July 15, 2011**.

In addition to your 2011 contract, I am enclosing an attorney confirmation form. Please fill out the requested information, sign and return to my office **with the collection contract**.

You will be invoiced for your collection commission by January 13, 2012 with payment due no later than February 17, 2012.

The time for rate calculations is rapidly approaching and many of you are already in budget preparations. Please remember the importance of getting the rate and exemption information to us prior to the requested date. **Take note of our September 14th rate deadline**. My office will provide more information on this requirement in the near future.

If you have questions, please contact my Entity Liaison, Sheila Moore, at 817-884-1526. Please mark your calendar to have the executed contract to my office by **July 15, 2011**.

I am available for your questions and comments at 817-212-7212 or by e-mail bprice@tarrantcounty.com

Sincerely,



Betsy Price, RTA
Tax Assessor Collector



Council Agenda Background

PRESENTER:

Clifford Blackwell, CGFO Director of Administrative Services

ITEM:

Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Fort Worth for purchase card services as provided by JP Morgan Chase via its Smart Data On Line (SDOL) product.

DISCUSSION:

In 2007, the City of Bedford began using a purchase card program known as Smart Data On Line (SDOL). Such purchase card programs offer increased efficiency and measurable cost savings. More specifically, the measurable cost savings are attributed to the reduced number of payable checks that are printed on a weekly basis. This program also offers a rebate, which has averaged about \$36,987 annually, and is directly associated with the total volume of transactions, annual average around \$3,334,494, occurring within the SDOL system.

When JP Morgan Chase's SDOL program originated, it was through a contract with the State of Texas that was made available to any governmental agency who wished to join the program. The City is one of many cities who are currently part of the State's program. However, in 2010, the Texas Comptroller of Public Accounts awarded a contract for Procurement and Corporate Travel Charge Card services to Citibank. Therefore, all governmental agencies currently using the State sponsored SDOL program were offered a choice of moving to the State's new contract with Citibank or stay with a similar program offered through JP Morgan Chase. Additionally, due to delays in implementation, the State's program with Citibank will not go into effect until August 2011.

Staff carefully reviewed the details of Citibank's program versus JP Morgan Chase Bank's program and found them both to be very similar. The main difference was between the cut-off dates and the rebate values. Within the State's program, there is only one cut-off date (5th of every month) in which staff can close out transaction totals and run reports for monthly postings. Because the cut-off date carries forward into the next month, financial postings are not finalized until two months afterwards. Under Fort Worth's program, staff has the option of changing the cut-off date, which will allow us to reduce the "lag-time" in posting a given month's transactions by the following month. Staff found this provision to be invaluable to the current accounting process.

In addition, the difference between the rebates offered by Citibank was very minimal compared to JP Morgan's rebate, primarily because the volume of transactions is well below \$800 million per year. Under Citibank's rebate schedule, which is driven by statewide volumes, the differences begin to spread beyond a combined consortium volume of \$800 million per year. JP Morgan will assume a consortium charge volume of \$200 million for the first year, which, based on the City's annual volume, equates to a rebate of 1.59%. After the first year, the consortium rebate will be paid based on the actual consortium volume which, according to JP Morgan, is over \$200 million today. Since the City averages over \$3.3 million per year, and the average transaction amount equals \$331, the City would receive a rebate of 1.64% under Citibank's program. Therefore, under Citibank's program (a consortium volume of \$799 million or less and an average transaction amount of \$300-349) the City would receive a rebate of \$54,686; while under JP Morgan Chase's program, this same volume would generate a rebate of \$53,018 for a difference of \$1,667.

In sum, staff feels comfortable continuing under JP Morgan Chase's purchasing card program. Staff believes that by adjusting the cut-off date, monthly financial postings can be completed in a timelier manner. In addition, several cities (i.e. Fort Worth, North Richland Hills, Hurst, and Watauga) have indicated they are also staying with JP Morgan Chase, which means the statewide volume will continue to decline, potentially impacting its rebate schedule. Moreover, staff feels converting to another SDOL program during this initial year would prove to be a challenge for staff, considering the training it would entail as well as additional programming costs to meet the software specifications. However, in the event the City is not satisfied with JP Morgan's program, there is still the option of joining the State's program.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Fort Worth, Texas in order to continue participating in the Purchase Card Program offered by JP Morgan Chase.

FISCAL IMPACT:

By participating in the JP Morgan Chase SDOL program with an annual volume of \$3 million, the City will recognize a minimum financial benefit of approximately \$37,500 annually.

ATTACHMENTS:

Resolution
Cooperative Purchasing Agreement – Fort Worth

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH, TEXAS FOR THE PURPOSE OF COOPERATIVE PURCHASING OF GOODS, PRODUCTS AND/OR SERVICES.

WHEREAS, the governing officials of member cities, political subdivisions of the State of Texas, desire to secure for each member the benefits of cooperative purchasing of goods, products and/or services; and,

WHEREAS, this agreement is made under the authority granted by Section 271.102 of the Local Government Code to pursue mutually beneficial and cooperative purchasing programs.

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

SECTION 1. That the City of Bedford, Texas does hereby agree to participate in an inter-local agreement with the City of Fort Worth, Texas for the purpose of cooperative purchasing of goods, products and/or services.

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

SECTION 3. That the City Council authorizes the City Manager to enter into an Inter-local Agreement with the City of Fort Worth, Texas for the purpose of cooperative purchasing of goods, products and/or services as provided in this agreement.

PASSED AND APPROVED this 28th 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

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement (“Agreement”) is made and entered into as of the date written below between City of Bedford (“Bedford”) and the City of Fort Worth, Texas (“Fort Worth”).

WHEREAS, both Bedford and Fort Worth have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, Bedford and Fort Worth are authorized by Section 271.102 of the Local Government Code to pursue mutually beneficial and cooperative purchasing programs.

NOW, THEREFORE, for and in consideration of the mutual obligations and benefits contained herein, Bedford and Fort Worth agree as follows:

SECTION 1. The purpose of this Agreement is to provide Bedford and Fort Worth with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code.

SECTION 2. The parties agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the “Designated Representative”).

SECTION 3. At the request of the other party, a party that enters into a contract with a vendor for goods or services (the “First Purchasing Party”) shall attempt to obtain the vendor’s agreement to offer those goods and services to the other party (the “Second Purchasing Party”) for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

SECTION 4. Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement.

SECTION 5. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

City of Fort Worth & City of Bedford
Cooperative Purchasing Agreement

SECTION 6. This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty days written notice to the other party.

SECTION 7. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

SECTION 8. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

SECTION 9. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

SECTION 10. Execution of this Agreement does not obligate Bedford or Fort Worth to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

SECTION 11. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 12. The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

SECTION 13. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.

City of Fort Worth & **City of Bedford**
Cooperative Purchasing Agreement

EXECUTED this _____ day of _____, 201**1**.

CITY OF FORT WORTH
1000 Throckmorton Street
Fort Worth, Texas 76102

CITY OF **BEDFORD**
2000 Forest Ridge Drive
Bedford, Texas 76021

By: _____
Karen L. Montgomery

By: _____

Title: Assistant City Manager

Title: _____

**APPROVED AS TO
FORM AND LEGALITY:**

Denis McElroy
Assistant City Attorney

Entity Attorney Title

Contract Authorization

Marty Hendrix, City Secretary

Date

Date



Council Agenda Background

PRESENTER:

Charles Carlisle, Risk/Contractual Services Manager

ITEM:

Consider a resolution to reject the proposal for the Electrical Maintenance Service Price Agreement.

DISCUSSION:

On April 2, 2011 staff issued a RFP to solicit proposals for a price agreement with vendors to provide electrical maintenance service at 18 city facilities. Power Source Electric was the only vendor to submit a qualified proposal.

Due to the lack of responses to the advertised RFP, staff feels the proposal should be rejected and the RFP be re-issued at a later date.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution to reject the proposal for the Electrical Maintenance Service Price Agreement.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution

RESOLUTION NO. 11-

A RESOLUTION TO REJECT THE PROPOSAL FOR THE ELECTRICAL MAINTENANCE SERVICE PRICE AGREEMENT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to reject the proposal for the Electrical Maintenance Service Price Agreement; and,

WHEREAS, lack of response to the advertised request for proposal necessitates the rejection of all proposals.

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 proposal for the Electrical Maintenance Service Price Agreement.

PASSED AND APPROVED this 28th 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:

Charles Carlisle, Risk/Contractual Services Manager

ITEM:

Consider a resolution to reject all proposals for the Plumbing Maintenance Service Price Agreement.

DISCUSSION:

On April 2, 2011 staff issued a RFP to solicit proposals for a price agreement with vendors to provide plumbing maintenance service at 18 city facilities. MD Dutton & Associates and Oscar Deaton Plumbing submitted proposals.

Due to the lack of responses to the advertised RFP, staff feels all proposals should be rejected and the RFP be re-issued at a later date.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution to reject all proposals for the Plumbing Maintenance Service Price Agreement.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution

RESOLUTION NO. 11-

A RESOLUTION TO REJECT ALL PROPOSALS FOR THE PLUMBING MAINTENANCE SERVICE PRICE AGREEMENT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to reject all proposals for the Plumbing Maintenance Service Price Agreement; and,

WHEREAS, lack of response to the advertised request for proposal necessitates the rejection of all proposals.

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

SECTION 1. That the City Council does hereby reject all proposals for the Plumbing Maintenance Service Price Agreement.

PASSED AND APPROVED this 28th 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