

# AGENDA

Regular Meeting of the Bedford City Council  
Tuesday, April 24, 2012  
2000 Forest Ridge Drive  
Bedford, Texas 76021

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

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

## 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:

- Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 2A, Bedford-Arlington Road Ltd. Sub.
- Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block G1, Lot1, Citgo Addition #2.

## REGULAR SESSION 6:30 P.M.

### CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Erik Gronberg, Lead Pastor, Trinity Lutheran Church of Fort Worth)

### PLEDGE OF ALLEGIANCE

### OPEN FORUM

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

### CONSIDER APPROVAL OF ITEMS BY CONSENT

### COUNCIL RECOGNITION

1. Proclamation declaring May 2012 as Motorcycle Safety and Awareness Month.
2. Proclamation recognizing the week of April 22–28, 2012 as National Crime Victims' Rights Week.
3. Employee Service Recognition.

## **APPROVAL OF THE MINUTES**

4. Consider approval of the following City Council minutes:
  - a) April 10, 2012 regular meeting

## **OLD BUSINESS**

5. Consider a resolution of the City Council of the City of Bedford, Texas, approving a process for awarding a contract when the City has received identical bids pursuant to Section 271.901 of the Texas Local Government Code; and awarding the bid for the sale of property located at 3601 West Pipeline Road, Euless, Texas to \_\_\_\_\_ after following the procedure in Section 271.901 providing that the contract to sell to \_\_\_\_\_ is approved.

## **NEW BUSINESS**

6. Consider a resolution of the City Council of the City Of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Cheddar's Inc.
7. Consider a resolution authorizing the City Manager to enter into Utility Adjustment Agreement Amendment #2 (UAAA) with NTE Mobility Partners, LLC and Bluebonnet Contractors, LLC for the adjustment of the City of Bedford's existing utilities impacted by the North Tarrant Express Project.
8. Consider a resolution authorizing the City Manager to execute Amendment No. 1 to Contract No. CS0031 between the City of Bedford and Comptroller of Public Accounts State Energy Conservation Office related to American Recovery and Reinvestment Act Transportation, Traffic Light Synchronization.
9. Consider a resolution authorizing the Mayor to sign an Oncor Electric Delivery Company Easement and Right of Way for electrical service to the site of the future Simpson Terrace Water Well.
10. Consider a resolution authorizing the City Manager to enter into an agreement with Brain Freeze Events Incorporated, doing business as Kona Ice, to provide product for the sale of shaved ice at the Bedford Splash Aquatics Center for one season.
11. Consider a resolution authorizing the City Manager to enter into a lease agreement for one year with the DFW Tejanos Organization for the purpose of conducting practices and games at the Stormie Jones soccer fields.
12. Consider a resolution authorizing the City Manager to enter into a lease agreement for one year with the Tri-Cities Baseball Association for the purposes of having league games and practice at both the Boys Ranch Park and the Meadowpark Athletic Complex.
13. Consider a resolution authorizing the City Manager to enter into a contract with Western Enterprises Inc. for the 2012 4thFest Fireworks Program in the amount of \$29,000.
14. Consider a resolution appointing members to Bedford's Citizen Boards and Commissions.
15. Staff update and receive Council input on the request to sponsor the Arts Council Northeast Triple Crown Event on Saturday, May 19, 2012.

**16. 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**
- ✓ **Cultural Commission- Councilman Champney**
- ✓ **Investment Committee – Councilman Savage**
- ✓ **Library Board- Councilman Brown**
- ✓ **Parks & Recreation Board- Councilman Griffin**
- ✓ **Senior Citizen Advisory Board- Councilman Savage**
- ✓ **Teen Court Advisory Board- Councilman Griffin**

**17. Council member reports**

**18. City Manager report**

**19. 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, April 20, 2012 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

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**Michael Wells, City Secretary**

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**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

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**PRESENTER:** Jim Story, Mayor

**DATE:** 04/24/12

**Council Recognition**

**ITEM:**

**Proclamation declaring May 2012 as Motorcycle Safety and Awareness Month.**

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

**Members of the Patriots Motorcycle Club will be on hand to accept the proclamation.**

**ATTACHMENTS:**

**Proclamation  
Letter of Request**



CITY OF  
**BEDFORD**

# Proclamation

*WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and*

*WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and*

*WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all, fatalities, through a comprehensive approach to motorcycle safety; and*

*WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules.*

*NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim the month of May, 2012 as:*

## ***Motorcycle Safety and Awareness Month***

*in Bedford and urge all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve.*

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this  
24th day of April, 2012.*

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JIM STORY MAYOR  


**From:** [Jim Walker](#)  
**To:** [Wells, Michael](#)  
**Subject:** Motorcycle Awareness Proclamation  
**Date:** Sunday, March 25, 2012 8:53:36 AM  
**Attachments:** [MOTORCYCLE AWARENESS MONTH PROCLAMATION 2012.xlsx](#)

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Michael,

Pursuant to our conversation, I have attached the Motorcycle Safety and Awareness proclamation.

I will follow up with you again in a week or so to establish the date where we can meet for the formal presentation.

Please contact me if you have any questions or concerns.

Best Regards,

Jim Walker

Secretary  
Patriots Motorcycle Club

817 995-7878



# Council Agenda Background

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**PRESENTER:** Jim Story, Mayor

**DATE:** 04/24/12

Council Recognition

**ITEM:**

Proclamation recognizing the week of April 22–28, 2012 as National Crime Victims' Rights Week.

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

National Crime Victims' Rights Week began in April 1981. For three decades, National Crime Victims' Rights Week has successfully promoted awareness of victims' rights and services and honored countless crime victims and survivors.

During this week, crime victims and victim advocates will be honored with rallies, candlelight vigils, and commemorative events across the country. This year's theme, "Extending the Vision: Reaching Every Victim," is a call to action to reach and serve every victim of crime, across all cultural and socioeconomic backgrounds.

Eric Griffin, Deputy Police Chief and Kathy Haecker, Crime Victims' Coordinator, will be accepting this proclamation.

**ATTACHMENTS:**

Proclamation



CITY OF  
**BEDFORD**

# Proclamation

*WHEREAS, since 1981, citizens across our state and nation have observed National Crime Victims' Rights Week, to focus attention on the plight of crime victims; and*

*WHEREAS, 18.7 million Americans are victims of crime each year, and may experience physical, emotional, psychological, and financial harm as a result of such crime; and*

*WHEREAS, the continued commitment by concerned citizens and leaders in Texas, in both the public and private sectors, is needed to provide, expand, and coordinate quality services for crime victims and their families; and*

*WHEREAS, today, thousands of victim assistance programs nationwide provide help and support to child victims of violence and sexual abuse; stalking victims; survivors of homicide victims; victims of drunk-driving crashes; and victims of domestic violence, sexual violence, and other crimes; and*

*WHEREAS, the nation has made significant progress in affirming and strengthening victims' rights and services. However, challenges remain to ensure that crime victims and survivors are treated with dignity and respect; and*

*WHEREAS, National Crime Victims' Rights Week provides an opportunity to renew our nation's commitment to serving all victims of crime in the United States – to help ensure their access to the help they deserve and the rights they are promised.*

*NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim the week of April 22–28, 2012, as:*

## ***National Crime Victims' Rights Week***

*and reaffirm the City of Bedford's commitment to respect and enforce crime victims' rights and address their needs during Crime Victims' Rights Week and throughout the year; and express our appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.*

*In witness whereof, I have hereunto set my hand and  
caused the seal of the City of Bedford to be affixed this  
24th day of April, 2012.*

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JIM STORY MAYOR  






# Council Agenda Background

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**PRESENTER:** Michael Wells, City Secretary

**DATE:** 04/24/12

**Minutes**

**ITEM:**

Consider approval of the following City Council minutes:

- a) April 10, 2012 regular meeting

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

N/A

**ATTACHMENTS:**

Minutes of April 10, 2012 regular meeting

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. in the Conference Room and in 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 10th day of April, 2012 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 Griffith	City Manager
David Miller	Deputy City Manager
Cathy Cunningham	City Attorney
Michael Wells	City Secretary
Roger Gibson	Police Chief
John Kubala	Public Works Director
Mirenda McQuagge-Walden	Managing Director of Community Services
Maria Redburn	Library Manager
Jacquelyn Reyff	Planning Manager
Bill Syblon	Development Director
James Tindell	Fire Chief

### **CALL TO ORDER**

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

### **SPECIAL SESSION**

- **Interviews for appointment to Boards and Commissions.**

Council members conducted interviews with applicants for appointment to Boards and Commissions.

- **Council discussion, if necessary, regarding appointments to Boards and Commissions.**

Council generally discussed the appointment of members to Boards and Commissions. Appointments will be made at a future Council meeting.

Mayor Story recessed the Special Session at 5:57 p.m.

Council reconvened into Special Session again at 5:58 p.m. in order to interview an applicant who had been delayed in traffic.

Mayor Story recessed the Special Session at 6:07 p.m.

## **ADJOURNMENT**

Mayor Story adjourned the Special Session at 7:47 p.m.

## **WORK SESSION**

Mayor Story called the Work Session to order at 6:09 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: 5, 8 and 9.

- **Discussion regarding the current Motorola 800 trunk radio system now in use for public safety and City Public Works/Parks radio communications.**

Fire Chief James Tindell reported that the infrastructure of the current trunk radio system is reaching the end of its life. In 2009, a consultant was hired in order to find funding for upgrading the system; however, they were unsuccessful. There is not a lot of focus in Washington regarding public safety. He wanted to discuss with Council the need to upgrade the infrastructure and replace some equipment of the trunk radio system. Chief Tindell emphasized that this issue is separate from the purchase of new portable radios, which Council had approved previously.

The current system will reach the end of its life in December of 2016. The new system will have to be compliant with Project 25, which focuses on interoperability. Funding for this system would be shared equally by the six cities in the Northeast Trunk Radio Consortium (NETCO). The City's share for the cost of the infrastructure will be \$644,000. The City also has to replace some equipment to include dispatch consoles and consolettes, USBs, computers and a variety of other components in the amount of \$490,453. The total cost for the project is \$1.1M. The other cities in NETCO will be voting on this same issue. The contract with Motorola needs to be signed by June 29 in order to receive a 34% discount on the equipment and a 9.1% discount on the infrastructure. If the City does not upgrade the system, it could result in the loss of federal grant funding. Payment to Motorola is not due until the following budget year.

In response to questions from Council, Chief Tindell stated that the installation costs are fixed and that it will take approximately 18 months to get the system up and running. In regards to the other cities in NETCO, this is an all-or-nothing scenario because all the cities will have to go in together on the contract with Motorola. There would be a much larger expense if the City tried to get its own system. The Department has tried to track down any potential funding through COG, the State, the Federal Government and Tarrant County 911. The first payment to Motorola will be due on October 29, 2013. Jake Price of Motorola stated that with newer technology, they are implementing a life cycle management program whereby certain equipment would be replaced through the service agreement so there would be less capital purchases in the future. It would be a custom system specific to each agency and they are looking at a three site simulcast system with nine channels for NETCO. Additional cities would be able to participate in the system and it is connected to the Tarrant County 911 system. The new system would bring more interoperability to the region and it would have a lot of redundancy, which is the reason for the high cost. Chief Tindell stated that the City first received this offer from Motorola on March 8. The City's annual share of the maintenance contract is currently \$46,160. Mr. Price explained that the first year's maintenance fee is included in the 1.1M for the new system. While the new system is being implemented, the City will still be responsible for the maintenance contract to support the old system. There will be a period of time, probably from six to twelve months depending on the implementation, where no maintenance should be paid since it will be part of the contract and will be under a one-year warranty. Once the warranty has expired, the City will again pay a yearly maintenance fee; the fee may be higher than the current cost of \$46,160 but with economies of scale, there is the possibility that there would not be a cost increase. The maintenance contracts are handled through an interlocal agreement with North Richland Hills. This system is specific to radios and would not enhance

the ability for 911 to locate calls from cell phones. This item should be brought back to Council for a vote at the May 8 meeting. When this item is brought back, it will include financing options; however, Council will not be making any commitments for financing for another year.

Mayor Story recessed the Work Session at 6:36 p.m.

### **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 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 2A, Bedford-Arlington Road Ltd. Sub.
- Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property -Sotogrande Community Building and Tennis Center located at 3601 W. Pipeline Road, Euless, Texas.
- Pursuant to Section 551.074: personnel matters – annual performance review of the City Manager.

Council was unable to meet in Executive Session prior to the Regular Session.

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 2A, Bedford-Arlington Road Ltd. Sub., Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Sotogrande Community Building and Tennis Center located at 3601 W. Pipeline Road, Euless, Texas and Section 551.074: personnel matters – annual performance review of the City Manager at approximately 7:48 p.m.

Council reconvened from Executive Session at approximately 8:21 p.m.

Council did not finish the Executive Session and will convene again at the end of the meeting.

Council convened into Executive Session again at approximately 8:28 p.m.

Council reconvened from Executive Session at approximately 9:56 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.**

The Regular Session began at 6:36 p.m.

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

Mayor Story called the meeting to order.

### **INVOCATION (Dr. Timothy Pierce, Woodland Heights Baptist Church)**

Dr. Timothy Pierce of Woodland Heights Baptist Church gave tonight's invocation.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was given.

### **OPEN FORUM**

Bill Ellis, 1004 Monterrey Street – Mr. Ellis spoke to Council regarding Item #7. Mr. Ellis stated he was concerned about doing this project with the economy being so questionable and suggested waiting until after the November elections to move forward. In speaking with Public Works Director John Kubala, he was told this issue has been talked about since 2002. If this project is started and then there is a depression and the City does not have money, he questioned where the City would stand. He also stated that sewage is another part of the issue that should be addressed.

Mr. Kubala stated that there are some sewer issues; however, there are no plans to replace sewer lines in that particular area.

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

Motioned by Councilman Champney, seconded by Councilman Turner, to approve the following items by consent: 5, 8 and 9.

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

### **COUNCIL RECOGNITION**

#### **1. Recognition of Firefighter II Marcos Espinoza for a Bedford Employee Commitment Award (BECA).**

Firefighter II Marcos Espinoza was recognized with the Bedford Employee Commitment Award for initiating and completing a yearlong project involving researching and locating Knox Boxes on all the businesses located within the City.

#### **2. Proclamation recognizing the week of April 8–14, 2012 as National Public Safety Telecommunicators Week.**

Mayor Story read a proclamation recognizing the week of April 8–14, 2012 as National Public Safety Telecommunicators Week. Police Chief Roger Gibson and Amy James, Communications Supervisor over the Dispatch Division were on hand to accept the proclamation. Chief Gibson commended Ms. James and the dispatchers for doing a great job.

#### **3. Proclamation declaring April 2012 as National Safe Digging Month.**

Mayor Story read a proclamation declaring April 2012 as National Safe Digging Month. Patrice Kleypas of the Public Works Division was on hand to accept the proclamation. Ms. Kleypas stated that the Department processed 3,675 utility locates this past year and one of their main tasks is to protect the City's infrastructure.

### **PERSONS TO BE HEARD**

#### **4. The following individual has requested to speak to the Council tonight under Persons to be Heard.**

- **Gerhard W. Degemann, 2335 L. Don Dodson #295, Bedford, TX 76021 – Requested to speak to Council regarding the Freedom of Information Act.**

Gerhard W. Degemann, 2335 L. Don Dodson #295 – Mr. Degemann stated that at the January 10, 2012 Council meeting, he requested information under the Freedom of Information Act and Mayor Story advised him of the proper procedures of directing that request to the City Secretary. He received the information and he thanked Mayor Story and City Secretary Michael Wells for being so prompt.

Mr. Degemann stated that the City has spent \$250,000 of taxpayers' property and money in defending itself against the Oaks of Landera Apartments. To be more precise, he stated that as of February 29, the City has spent \$290,791.08. He said it was not in the best interest of the new law firm to settle because

they will make more money. He also stated that at the previous Council meeting, the Arts Council asked for an additional \$900 and staff informed Council that there were no extra funds in the budget to fund that request.

## **APPROVAL OF THE MINUTES**

5. **Consider approval of the following City Council minutes:**
  - a) **March 27, 2012 regular meeting**

This item was approved by consent.

## **NEW BUSINESS**

6. **Public hearing and consider an ordinance to rezone a property from Heavy Commercial to Heavy Commercial/Specific Use Permit/Church. The property is known as Lot 3, Block 1, Parkwood Village Addition, and is located at 209 Harwood Road, Bedford Texas. The property is generally located north of Harwood Road and west of Brown Trail. (Z-219).**

Planning Manager Jacquelyn Reyff presented information regarding this ordinance. The property is located at 209 Harwood Road and is generally located north of Harwood Road and west of Brown Trail. This specific use permit is for a church to utilize a 19,240 square foot space in an existing building. The church will utilize parking as provided by the existing development under the original site plan. There are 230 parking spaces and the church is required to have 33. Further, their parking demands will be during times when a majority of other users are not in operation. There are no exterior changes being made to the building. This item was approved at the March 22, 2012 Planning and Zoning Meeting by a vote of 5-0-0.

In response to questions from Council, Ms. Reyff stated that people within 200 feet of the site were notified of the proposed zoning change. In regards to signage, the applicant would come in for a separate signage permit.

Mayor Story opened the public hearing at 7:10 p.m.

Nobody chose to speak during tonight's public hearing.

Mayor Story closed the public hearing at 7:10 p.m.

Motioned by Councilman Turner, seconded by Councilman Brown, to approve an ordinance to rezone a property from Heavy Commercial to Heavy Commercial/Specific Use Permit/Church. The property is known as Lot 3, Block 1, Parkwood Village Addition, and is located at 209 Harwood Road, Bedford Texas. The property is generally located north of Harwood Road and west of Brown Trail.

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

7. **Consider a resolution authorizing the City Manager to enter into a contract with RKM Utility Services, Inc. in the amount of \$1,081,600 for the Schumac Lane/Monterrey Street Storm Drainage Improvements.**

Public Works Director John Kubala presented information regarding this resolution. In regards to the extent of the flooding, he stated that it depends on the intensity of the flood. A 25 year flood could cause the area to get from a couple of inches to waist deep. A couple of houses get flooded on the south side of the street where the inlets are located. In response to questions from Council, this solution is the best and most economical way to fix the problem. The two properties that flood could be purchased; however that does not solve the problem with flooding.

City Manager Beverly Griffith stated that funding for this project comes from the 2011 Storm Water Certificates. It was funded last summer with construction to begin this year. These certificates are paid through the storm water fee on water bills so they are not a tax-supported obligation. She further explained that since the early 1990's, it has been the City's philosophy to remove as many homes from flooding as possible. There is a similar project coming up on Glenda Drive.

Motioned by Councilman Brown, seconded by Councilman Turner, to approve a resolution authorizing the City Manager to enter into a contract with RKM Utility Services, Inc. in the amount of \$1,081,600 for the Schumac Lane/Monterrey Street Storm Drainage Improvements.

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

- 8. Consider a resolution authorizing the City Manager to execute a Memorandum of Understanding with Joilue Stebbins Marital Trust for the lease of Lot 17R, Block 8, Kelmont Addition with the physical address being 1412 Donna Lane, City of Bedford, Tarrant County Texas.**

This item was approved by consent.

- 9. Consider a resolution authorizing the City Manager to enter into a contract with McSweeney Commercial for the painting of the slide steel structures, hand rails and wrought iron perimeter fence at the Splash Aquatic Center for a total amount of \$19,005.**

This item was approved by consent.

- 10. Consider a resolution rejecting the bids for the purchase of property being the Sotogrande Community Building and Tennis Center located at 3601 W. Pipeline Road, Euless, Texas.**

Council recessed into Executive Session prior to discussion on this item. No action was taken on this item.

- 11. Discussion and receive Council direction regarding water restrictions. \*\*\*Item requested by Councilman Brown**

This item was discussed prior to Item #10.

Councilman Brown requested this item be placed on the agenda for discussion. Deputy City Manager David Miller stated that a citizen had presented information at a previous Council meeting requesting that the current water restrictions be made permanent. He stated that the City has always supported a water conservation program and he feels that this needs to be a regional approach from those entities that buy water from the Tarrant Regional Water District. The cities of Fort Worth, Dallas and Arlington are currently looking into this type of program. The goal of this discussion tonight is to receive feedback and direction from Council.

Mr. Miller presented benefits and risks of the program. Benefits include prolonging the water supply; the possibility of deferring Trinity River Authority plant system improvements and expansion for an unknown period of time; it provides the City a positive image and promotes the City as being concerned for conserving natural resources; and, if the program is done regionally, it will promote regional cooperation. Risks include: a decrease in water sales which will affect the revenue stream though they may be offset by the decrease in water purchases by the City; potential impacts to the commercial sewer rate which are calculated off of a usage basis; enforcement would have to be unilateral and straightforward; if surrounding cities adopt this program and Bedford does not, it may increase the cost of purchasing water; the fixed costs for such things as debt service and personnel by both TRA and the City for operations and would not be affected by this program – however, the charge for the operations may increase due to the decrease in water sales; and, some citizens are asking why the City has not lifted the current restrictions.

Mr. Miller stated that if the Council decides to go with this program, it is in the best interests of the City to wait until Fort Worth and Arlington make a decision. The new program would require a change in the current policy in that Stage 1 Water Restrictions would become the norm and Stage 2 would have to become Stage 1. An enforcement program would need to be developed that is fair and equitable but that can constantly be enforced. The costs and benefits would need to be monitored on an annual basis. Finally, a positive advertising campaign would need to be designed and implemented well in advance of the program going into effect.

Council discussed the need for more information and further discussion on this issue before a decision can be made; holding additional work sessions and a town hall meeting; that this type of program would need to be done on a regional basis; and the possibility of needing additional personnel for enforcement of this program. Mr. Miller stated that staff is in the process of setting up meetings with the Water District. Staff will present to Council additional data as well as information on enforcement and a public information plan.

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

### **✓ Animal Control Board- Councilman Griffin**

Councilman Griffin reported that the Pet Fair will be held on Saturday, April 21 from 10:00 a.m. to 2:00 p.m. at the Animal Control Facility. He encouraged everyone to come out and adopt a pet. A mobile blood bank will be there as well.

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

No report was given.

### **✓ Beautification Commission- Councilman Turner**

No report was given.

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

Councilman Fisher reminded everyone about the Energy Smart in Bedford event on Saturday, April 14 from 1:00 p.m. to 4:00 p.m. at the Library.

### **✓ Cultural Commission- Councilman Champney**

Councilman Champney reported that a contingent of himself and other Commission members, including Lee Koch, Paul Davis and Tom Jacobsen, visited the Levitt Pavilion in Arlington and the Creative Arts Center in Dallas. The purpose of the visit was to educate them about what is going on in other areas and to examine possibilities for Bedford's Cultural District.

### **✓ Library Board- Councilman Brown**

Councilman Brown reported that the Board will meet next Wednesday at 7:00 p.m. in the Library.

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

Councilman Griffin reported that the Board is continuing to work on the proposal for a dog park. They have decided to wait and bring this item to Council in June.

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

Councilman Savage reported that the Board will meet on Monday, April 16 at the Senior Center.

### **✓ Teen Court Advisory Board- Councilman Griffin**

Councilman Griffin reported that the Teen Court banquet will be held on Thursday, April 26 at the Hurst Conference Center. The silent auction will begin at 6:00 p.m. with the Banquet starting at 7:00 p.m. Those interested in attending can see Mindy Eichorst for tickets.

### **13. Council member reports**

Councilman Champney reported that he attended the Easter Egg Hunt and that there were over 400 people in attendance. He also attended the Fraud Prevention seminar and there were over 50 people in attendance. There were good presentations including one by Randy Gardner in the Police Department. Finally, he was the MC for the most recent Twilight Thursday Concert. The band at the event was Vocal Trash and there were 189 attendees.

### **14. City Manager report**

City Manager Beverly Griffith reported that the Crud Cruiser will be at Meadowpark on Saturday, April 21 from 9:00 a.m. to 11:00 a.m. Citizens wanting to dispose of household hazardous waste can present a water bill or some form of identification showing residency. Also, Twilight Thursday concerts are back at the Old Bedford School. They will be held every Thursday at 7:00 p.m. until May 31.

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

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

### **ADJOURNMENT**

Mayor Story adjourned the meeting at 9:57 p.m.

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Jim Story, Mayor

ATTEST:

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Michael Wells, City Secretary



# Council Agenda Background

**PRESENTER:** David Miller, Deputy City Manager

**DATE:** 04/24/12

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

**ITEM:**

Consider a resolution of the City Council of the City of Bedford, Texas, approving a process for awarding a contract when the City has received identical bids pursuant to Section 271.901 of the Texas Local Government Code; and awarding the bid for the sale of property located at 3601 West Pipeline Road, Euless, Texas to \_\_\_\_\_ after following the procedure in Section 271.901 providing that the contract to sell to \_\_\_\_\_ is approved.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The City Council approved Resolution 11-82 authorizing the solicitation for sale of the Sotogrande property. The invitation for bids was published in the January 26 and January 30, 2012 editions of the Fort Worth Star-Telegram. Two sealed bid proposals from Westdale Properties America I, Ltd. and The Euless Loaves and Fishes Foundation, Inc. were received and opened on March 30, 2012. Both proposals were in the amount of \$150,000.

At the April 10, 2012 meeting, Council was presented the option to reject the bids and then rebid or draw lots to determine to whom the contract would be awarded. Council was of the consensus to draw lots. A member of Boy Scout Troop #340 will draw the name determining the successful bidder.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution of the City Council of the City of Bedford, Texas, approving a process for awarding a contract when the City has received identical bids pursuant to Section 271.901 of the Texas Local Government Code; and awarding the bid for the sale of property located at 3601 West Pipeline Road, Euless, Texas to \_\_\_\_\_ after following the procedure in Section 271.901 providing that the contract to sell \_\_\_\_\_ is approved.

**FISCAL IMPACT:**

\$150,000 in revenue to a new economic development fund.

**ATTACHMENTS:**

Resolution  
Section 271.901 of the Texas Local Government Code

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS, APPROVING A PROCESS FOR AWARDING A CONTRACT WHEN THE CITY HAS RECEIVED IDENTICAL BIDS PURSUANT TO SECTION 271.901 OF THE TEXAS LOCAL GOVERNMENT CODE; AND AWARDING THE BID FOR THE SALE OF PROPERTY LOCATED AT 3601 WEST PIPELINE ROAD, EULESS, TEXAS TO \_\_\_\_\_ AFTER FOLLOWING THE PROCEDURE IN SECTION 271.901 PROVIDING THAT THE CONTRACT TO SELL TO \_\_\_\_\_ IS APPROVED.

WHEREAS, the City of Bedford, Texas ("City"), desires to sell the Property WITH A LEGAL DESCRIPTION AS FOLLOWS: BEING ALL OF Tract 22-A-R-1, part of Tract 22-R-1, and part of Tract 14-R, Sotogrande addition in the City of Euless, containing in the aggregate approximately 8.46 acres, more or less, with physical address being the Sotogrande Community Building and Tennis Center at 3601 West Pipeline Road, Euless, Texas (hereinafter the "property"); and,

WHEREAS, the City of Bedford desires to sell the Property according to the terms set forth in the Bid Proposal approved by Resolution 11-82 passed on July 12, 2011; and,

WHEREAS, the City of Bedford has received two identical bids for the purchase of said Property; and,

WHEREAS, the Euless Loaves and Fishes Foundation, Inc. and Westdale Properties America I, Ltd., both bid \$150,000.00 for the Property; and,

WHEREAS, neither bidder is located in the City of Bedford, Texas; and,

WHEREAS, it is in the City's best interest to follow the procedure set out in Section 271.901 of the Texas Local Government Code and award the property to one of the two bidder who provided identical low bids, as set out in Section 271.901; and,

WHEREAS, after following the procedure set out in Section 271.901, the bidder chosen through that procedure will be the successful bidder.

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

SECTION 1. That the findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

SECTION 2. That the Mayor hereby proscribes that since the casting of lots be may be done by the Mayor, a staff person or a citizen in front of the City Council, as set out in Section 271.901 of the Texas Local Government Code, that the casting of lots shall be done by placing identical pieces of paper, which may be examined by the bidders, in a container and having \_\_\_\_\_, a member of Boy Scout Troop #340 draw one piece of paper from the container, and the name of the bidder on the piece of paper drawn by the Boy Scout shall be the successful bidder.

SECTION 3. That upon casting lots as described in Section 2, \_\_\_\_\_ was the successful bidder to be the buyer of the Property.

PASSED AND APPROVED this 24th day of April 2012, 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

**RESOLUTION NO. 12-**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## SUBCHAPTER Z. MISCELLANEOUS PROVISIONS

Sec. 271.901. PROCEDURE FOR AWARDING CONTRACT IF MUNICIPALITY OR DISTRICT RECEIVES IDENTICAL BIDS. (a) If a municipality or district is required to accept bids on a contract and receives two or more bids from responsible bidders that are identical, in nature and amount, as the lowest and best bids, the governing body of the municipality or district shall enter into a contract with only one of those bidders and must reject all other bids.

(b) If only one of the bidders submitting identical bids is a resident of the municipality or district, the municipality or district must select that bidder. If two or more of the bidders submitting identical bids are residents of the municipality or district, the municipality or district must select one of those bidders by the casting of lots. In all other cases, the municipality or district must select from the identical bids by the casting of lots.

(c) The casting of lots must be in a manner prescribed by the mayor of the municipality or the governing body of the district and must be conducted in the presence of the governing body of the municipality or district. All qualified bidders or their legal representatives may be present at the casting of lots.

(d) This section does not prohibit a municipality or district from rejecting all bids.

(e) This section applies to all municipalities and districts required by general or special law or by municipal ordinance or charter to accept bids and award contracts on the basis of the lowest and best bid, but does not apply to bidding for contracts to act as a depository for public funds or as a depository for school funds under Subchapter G, Chapter 45, Education Code.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.  
Amended by Acts 1989, 71st Leg., ch. 1, Sec. 62(a), eff. Aug.

28, 1989; Acts 1997, 75th Leg., ch. 165, Sec. 6.71, eff. Sept. 1, 1997.

**ITEM #6 IS TO BE DISCUSSED BY COUNCIL IN EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.087. THE MATERIALS FOR THESE ITEMS WILL BECOME PUBLIC INFORMATION UPON COUNCIL APPROVAL. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 817.952.2104 IF YOU HAVE ANY QUESTIONS.**



# Council Agenda Background

**PRESENTER:** John F. Kubala, P. E., Public Works Director      **DATE:** 04/24/12

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

**ITEM:**

Consider a resolution authorizing the City Manager to enter into Utility Adjustment Agreement Amendment #2 (UAAA) with NTE Mobility Partners, LLC and Bluebonnet Contractors, LLC for the adjustment of the City of Bedford’s existing utilities impacted by the North Tarrant Express Project.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The construction of the North Tarrant Express (NTE) will cause the removal, relocation, or other necessary adjustments of existing utilities impacted by the NTE. Bluebonnet Contractors, LLC is the Design-Build Contractor for the Facility. The City of Bedford has requested that NTE Mobility Partners, LLC and Bluebonnet undertake the Adjustment of the Owner Utilities as necessary to accommodate the NTE. The City entered into a Master Utility Adjustment Agreement (MUAA) in July 2011. This UAAA provides the mechanism to accomplish a portion of these adjustments. This UAAA consists of five water and/or wastewater lines conflicting with the proposed Roadway Structure of the NTE. These facilities will be replaced with like-kind according to the City’s Standards.

The UAAA provides for cost allocation of any adjustments between the City and NTE Mobility Partners and Bluebonnet in accordance with 203.092, Texas Transportation Code. This basically provides for a 50/50 split for adjustments made to facilities within the existing right-of-way of the NTE. When the facilities are within an easement, the NTE Mobility Partners and Bluebonnet pay 100% of the relocation cost. The total cost for this group of utility relocations, as shown on the attached City of Bedford Estimate, is \$1,511,831.73 with Bluebonnet paying \$1,135,307.93 and the City of Bedford paying \$376,523.80. This brings the City’s total participation to \$2,321,393.03. The Reimbursement Agreement with Bluebonnet, approved by the City Council on February 22, 2011, provides for a lump sum payment by the City on June 1, 2014.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into Utility Adjustment Agreement Amendment #2 (UAAA) with NTE Mobility Partners, LLC and Bluebonnet Contractors, LLC for the adjustment of the City of Bedford’s existing utilities impacted by the North Tarrant Express Project

**FISCAL IMPACT:**

\$2,321,393.03 due June 1, 2014

**ATTACHMENTS:**

Resolution  
City of Bedford Assembly  
UAAA #2  
City of Bedford Estimate  
Utility Assembly 183-U-0503-0002 (Available for review in the City Secretary’s Office.)

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO UTILITY ADJUSTMENT AGREEMENT AMENDMENT #2 (UAAA) WITH NTE MOBILITY PARTNERS, LLC AND BLUEBONNET CONTRACTORS, LLC FOR THE ADJUSTMENT OF THE CITY OF BEDFORD'S EXISTING UTILITIES IMPACTED BY THE NORTH TARRANT EXPRESS PROJECT.

WHEREAS, the City Council of Bedford, Texas determines that existing utilities must be adjusted to provide for the construction of the North Tarrant Express; and,

WHEREAS, the City Council of Bedford, Texas recognizes that time is of the essence in completing the work contemplated herein.

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 Utility Adjustment Agreement Amendment #2 (UAAA) with NTE Mobility Partners, LLC and Bluebonnet Contractors, LLC for the adjustment of the City of Bedford's existing utilities impacted by the North Tarrant Express Project.

SECTION 2. That funding for this agreement is due June 1, 2014.

PASSED AND APPROVED this the 24th day of April 2012, 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

City of Bedford Assembly  
Developer Managed  
Assembly Number: 183-U-0503-0002  
North Tarrant Express (NTE) – Segment East  
April 10, 2012

<u>Proposed Facilities</u>	<u>Conflict ID</u>
➤ One (1) 8" water line crossing SH 121 at approx NTE BL Sta. 1139+82	(313)
➤ One (1) 8" water line running along the north ROW of SH 121 from approx NTE BL Sta. 1139+82 to 1146+70	(314/315)
➤ One (1) 8" water line running along the north ROW of SH 121 from approx NTE BL Sta. 1146+40 to 1154+95	(317)
➤ One(1) 8" water line running along the north ROW of SH 183 from approx NTE BL Sta. 1272+38 to 1329+77	(349)
➤ One (1) 8" wastewater line running along the north ROW of SH 183 from approx NTE BL Sta. 1284+17 to 1316+70	(364)

Existing Facilities to Remain

➤ One (1) 8" water line crossing under Brown Trail along the south ROW of SH 121 from approx NTE BL Sta. 1145+60 to 1147+00	(316)
➤ One (1) 4" wastewater line that comes into the ROW to connect to a manhole along the south ROW of SH 121 at approx NTE BL Sta. 1153+10	(318)
➤ One (1) 15" previously abandoned wastewater line crossing SH 121 at approx NTE BL Sta. 1168+30	(324)
➤ Two (2) 6" water lines crossing under Bedford/Eules Rd. along the south ROW of SH 121 from approx NTE BL Sta. 1173+00 to 1174+00	(327/328)
➤ One (1) 8" water line coming into the ROW along the south side of SH 121	(334)
➤ One (1) 12" wastewater line crossing under the SH 121/183 split at approx NTE BL Sta. 1261+85	(348)

Bluebonnet Contractors, LLC has submitted the attached Utility Assembly in compliance with the CDA to adjust approximately 7979 linear feet of water facilities and approximately 1137 of wastewater facilities for the City of Bedford. Portions of these existing facilities are in conflict with the NTE Project, and are to be adjusted in compliance with TxDOT's Utility Accommodation Rules (UAR). The existing facilities to remain in place and active are also UAR Compliant. Conflicts that will be strictly abandoned and not relocated are 324 and 348. These two wastewater conflicts will be abandoned in place along with the facilities that require adjustment. The proposed adjustments are located adjacent to and crossing SH 121/183 from NTE Utility BL STA 1139+82 to STA 1329+77. The adjustments will consist of replacing the facilities with like-kind. The estimated total cost to replace these facilities is \$1,511,831.73. The final shared cost will be determined by the eligibility ratio (75.09%) pursuant to 203.092, Texas Transportation Code, as amended, Rule 21.23 of Title 43. There are no betterments or salvage values associated with this Utility Assembly.

This 'Developer Managed' Assembly consists of thirteen components as required by the CDA (Assembly Summary, Utility Adjustment Agreement, Plans, Specifications, and Estimates, Affidavit of Property Interests, Statement of Work, Joint Use Acknowledgement, Assembly Checklist, No Conflict Sign-Off Forms, Right of Way Maps, TxDOT Checklist and Approval).

LTRA Engineering prepared the plans for the City of Bedford which were signed and sealed by Marco Ramirez, PE.

Bluebonnet Contractors, LLC recommends approval of the Assembly and has acknowledged the Traffic Control Plan as defined in Bluebonnet Contractors General Notes Construction Notes on sheet 4 of each plan set. The SW3P is also address in Bluebonnet Contractors General Notes under Environmental Notes sheet 4 of each plan set. Both Bluebonnet Contractors and the City of Bedford have executed this Assembly.

Bluebonnet Contractors, LLC will schedule and conduct a pre-construction meeting to address NTE Safety and environmental issues prior to performing any adjustment related activities on the project. All safety, traffic control, and environmental issues will be complied with during construction activities in the vicinity of the line to maintain the integrity of the City of Bedford's facilities, and protect the traveling public. TxDOT has 10 business days to review and approve the Assembly.

**Bluebonnet Contractors, LLC and the City of Bedford expect to complete construction activities within 180 days from TxDOT's notice to proceed.**

**Recommended for Approval:**

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Scott Stockburger, P.E.

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H. Scott Colter, P.E.

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Alfonso Diaz Del Rio

County: TARRANT  
Highway: SH 121  
Limits: FROM IH 820 IN  
HURST TO SH 183 IN  
BEDFORD and from  
SH 121/183 split to FM  
157 in Euless  
Fed. Proj. No.: N/A  
ROW CSJ No.: 0364-01-119  
Const. CSJ No.: 0364-01-054  
ROW CSJ No.: 0364-05-038  
Const. CSJ No.: 0364-05-025

**UTILITY ADJUSTMENT AGREEMENT AMENDMENT (Developer Managed)**  
**(Amendment No. 0002 to Agreement No.: 183-U-0503)**

**THIS AMENDMENT TO MASTER UTILITY ADJUSTMENT AGREEMENT** (this "Amendment"), by and between NTE Mobility Partners LLC, hereinafter identified as the "**Developer**", Bluebonnet Contractors, LLC, hereinafter identified as the "**Design-Build Contractor**" and The City of Bedford, hereinafter identified as the "**Owner**", is as follows:

**WITNESSETH**

**WHEREAS**, the STATE of TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as "TxDOT", proposes to construct the turnpike project identified above (the "Facility", as more particularly described in the "Original Agreement", defined below); and

**WHEREAS**, pursuant to that certain Comprehensive Development Agreement ("CDA") by and between TxDOT and the Developer with respect to the Facility, the Developer has undertaken the obligation to design, construct, finance, operate and maintain the Facility, including causing the removal, relocation, or other necessary adjustment of existing utilities impacted by the Facility (collectively, "Adjustment"); and

**WHEREAS**, pursuant to that certain Design-Build Contract by and between the Developer and the Design-Build Contractor with respect to the Facility (the "Design-Build Contract"), the Design-Build Contractor has undertaken the obligation to design and construct the Facility, which includes the Adjustment; and

**WHEREAS**, the Owner, the Developer, and the Design-Build Contractor are parties to that certain executed Master Utility Adjustment Agreement designated by the "Agreement No." indicated above, as amended by previous amendments, if any (the "Original Agreement"), which provides for the adjustment of certain utilities owned and/or operated by the Owner (the "Utilities"); and

**WHEREAS**, the parties are required to utilize this Amendment form in order to modify the Original Agreement to add the adjustment of Owner facilities not covered by the Original Agreement; and

**WHEREAS**, the parties desire to amend the Original Agreement to add additional Owner utility facility(ies), on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the agreements contained herein, the parties hereto agree as follows:

1. **Amendment.** The Original Agreement is hereby amended as follows:

1.1 **Plans.**

- (a) The description of the Owner Utilities and the proposed Adjustment of the Owner Utilities in the Original Agreement is hereby amended to add the following utility facility(ies) ("Additional Owner Utilities") and proposed Adjustment(s) to the Owner Utilities described in the Original Agreement

*To adjust approximately 7979 linear feet of water facilities and approximately 1137 of wastewater facilities for the City of Bedford. Portions of these existing facilities are in conflict with the NTE Project, and are to be adjusted in compliance with TxDOT's Utility Accommodation Rules (UAR). The existing facilities to remain in place and active are also UAR Compliant. Conflicts that will be strictly abandoned and not relocated are 324 and 348. These two wastewater conflicts will be abandoned in place along with the facilities that require adjustment. The proposed adjustments are located adjacent to and crossing SH 121/183 from NTE Utility BL STA 1139+82 to STA 1329+77. The adjustments will consist of replacing the facilities with like-kind.; and*

- (b) The Plans, as defined in Paragraph 1 of the Original Agreement, are hereby amended to add thereto the plans, specifications and cost estimates attached hereto as Exhibit A.
- (c) The Plans attached hereto as Exhibit A, along with this Amendment, shall be submitted upon execution to TxDOT in accordance with Paragraph 2 of the Original Agreement, and Paragraph 2 shall apply to this Amendment and the Plans attached hereto in the same manner as if this Amendment were the Original Agreement. If the Owner claims an Existing Interest for any of the Additional Owner Utilities, documentation with respect to such claim shall be submitted to TxDOT as part of this Amendment and the attached Plans, in accordance with Paragraph 16(a) of the Original Agreement.

1.2 **Advancement of Funds by Owner for Engineering and Construction Costs.**

- (a) Exhibit A of the Original Agreement is hereby amended to add for the Additional Owner Utilities and proposed Adjustment(s) the following information set forth on Exhibit A hereto: (i) all estimated engineering and construction-related costs, including labor, material, equipment and other miscellaneous construction items, and (ii) the Owner's and Design-Build Contractor's respective cost sharing responsibility for the estimated costs, as more fully described in Section 1.4 below.

The Owner shall advance to the Design-Build Contractor its allocated share, if any, of the estimated costs for construction and engineering work to be performed by Design-Build Contractor under this Amendment, in accordance with the following terms:

- The adjustment of the Owner's Utilities does not require advancement of funds.
- The adjustment of the Owner's Utilities does require advancement of funds and the terms agreed to between the Design-Build Contractor and Owner are listed below.

- (b) Adjustment Based on Actual Costs or Agreed Sum. For purposes of Paragraph 7(b) of the Original Agreement, the following terms apply to the Additional Owner Utilities and proposed Adjustment.

*[Check the one appropriate provision]:*

- The Owner is responsible for its share of the Design-Build Contractor's actual cost for the Adjustment, including any identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment, (i) the Owner shall pay to the Design-Build Contractor the amount, if any, by which the actual cost of the Betterment (as determined in Paragraph 9(b)) plus the actual cost of Owner's share of the Adjustment (based on the allocation set forth in Exhibit A) exceeds the estimated cost advanced by the Owner, or (ii) the Design-Build Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable.
- The Agreed Sum is the agreed and final amount due for the Adjustment, including any Betterment, under this Amendment. Accordingly, no adjustment (either up or down) of such amount shall be made based on actual costs.

1.3 **Reimbursement of Owner's Direct and Indirect Costs.** For purposes of Paragraph 6 of the Original Agreement, the following terms apply to the Additional Owner Utilities and proposed Adjustment:

- (a) Design-Build Contractor agrees to reimburse the Owner its share of the Owner's direct and indirect costs (e.g., engineering, inspection, testing, ROW, including Owner's corporate overhead loadings) as identified in Exhibit A. When requested by the Owner, monthly progress payments will be made. The monthly payment will not exceed 80% of the estimated work done to date. Once the work is complete, final payment of the eligible costs will be made. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.
- (b) The Owner's direct and indirect costs associated with Adjustment of the Owner Utilities shall be developed pursuant to the method checked and described below *[check only one box]*:
- (1) Actual direct and indirect costs accumulated in accordance with (i) a work order accounting procedure prescribed by the applicable Federal or State regulatory body, or (ii) established accounting procedure developed by the Owner and which the Owner uses in its regular operations or,
- (2) The agreed sum of \$\_\_\_\_\_ ("Agreed Sum") as supported by the analysis of the Owner's estimated costs attached hereto as part of Exhibit A.

1.4 **Responsibility for Costs of Adjustment Work.** For purposes of Paragraph 4 of the Original Agreement, responsibility for the Agreed Sum or Actual Cost, as applicable, of all Adjustment work to be performed pursuant to this Amendment shall be allocated between the Design-Build Contractor and the Owner as identified in Exhibit A hereto and in accordance with §203.092, Texas Transportation Code. An allocation percentage may be determined by application of an Eligibility Ratio, if appropriate, as detailed in Exhibit A, provided however, that any portion of an Agreed Sum or Actual Cost attributable to Betterment shall be allocated 100% to the Owner in accordance with Paragraph 9 of the Original Agreement. Payment for the work completed of Design-Build Contractor's portion of the Agreed Sum or Actual Cost, as applicable, shall be due upon receipt of invoice. Invoice will be considered past due after 30 days.

1.5 **Betterment.**

- (a) Paragraph 9(b) (Betterment and Salvage) of the Original Agreement is hereby amended to add the following *[Check the one box that applies, and complete if appropriate]*:

- The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, does not include any Betterment.
- The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, includes Betterment to the Additional Owner Utilities by reason of *[insert explanation, e.g. "replacing 12" pipe with 24" pipe]*: \_\_\_\_\_. The Design-Build Contractor has provided to the Owner comparative estimates for (i) all work to be performed by the Design-Build Contractor pursuant to this Amendment, including work attributable to the Betterment, and (ii) the cost to perform such work without the Betterment, which estimates are hereby approved by the Owner. The estimated cost of the Design-Build Contractor's work under this Amendment which is attributable to Betterment is \$\_\_\_\_\_, calculated by subtracting (ii) from (i). The percentage of the total cost of the Design-Build Contractor's work under this Amendment which is attributable to Betterment is \_\_\_\_\_%, calculated by subtracting (ii) from (i), which remainder is divided by (i).
- (b) If the above Paragraph 1.5(a) identifies Betterment, the Owner shall advance to the Design-Build Contractor, at least **fourteen (14) days** prior to the date scheduled for commencement of construction for Adjustment of the Additional Owner Utilities, the estimated cost attributable to Betterment as set forth in Paragraph 1.5(a) of this Amendment. If the Owner fails to advance payment to the Design-Build Contractor on or before the foregoing deadline, the Design-Build Contractor shall have the option of commencing and completing (without delay) the Adjustment work without installation of the applicable Betterment. *[Check the one appropriate provision]:*
- The estimated cost stated in Paragraph 1.5(a) of this Amendment is the agreed and final amount due for Betterment under this Amendment, and accordingly no adjustment (either up or down) of such amount shall be made based on actual costs.
- The Owner is responsible for the Design-Build Contractor's actual cost for the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment, (i) the Owner shall pay to the Design-Build Contractor the amount, if any, by which the actual cost of the Betterment (determined as provided below in this paragraph) exceeds the estimated cost advanced by the Owner, or (ii) the Design-Build Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable. Any additional payment by the Owner shall be due within **sixty (60) days** after the Owner's receipt of the Design-Build Contractor's invoice therefore, together with supporting documentation; any refund shall be due within **sixty (60) days** after completion of the Adjustment work under this Amendment. The actual cost of Betterment incurred by the Design-Build Contractor shall be calculated by multiplying (i) the Betterment percentage stated in Paragraph 1.5(a) of this Amendment, by (ii) the actual cost of all work performed by the Design-Build Contractor pursuant to this Amendment (including work attributable to the Betterment), as invoiced by the Design-Build Contractor to the Owner.
- (c) The determinations and calculations of Betterment described in this Amendment shall exclude right-of-way acquisition costs. Betterment in connection with right-of-way acquisition is addressed in Paragraph 15 of the Original Agreement.

1.6 **Miscellaneous.**

- (a) Owner and Design-Build Contractor agree to refer to this Amendment, designated by the "Amendment No." and "Agreement Number" indicated on page 1 above, on all future correspondence regarding the Adjustment work that is the subject of this Amendment and to track separately all costs relating to this Amendment and the Adjustment work described herein.

2. **General.**

- (a) All capitalized terms used in this Amendment shall have the meanings assigned to them in the Original Agreement, except as otherwise stated herein.
- (b) This Amendment may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one and the same instrument.
- (c) Except as amended hereby, the Original Agreement shall remain in full force and effect. In no event shall the responsibility, as between the Owner and the Design-Build Contractor, for the preparation of the Plans and the Adjustment of the Owner Utilities be deemed to be amended hereby.
- (d) This Amendment shall become effective upon the later of (a) the date of signing by the last party (either the Owner, the Design-Build Contractor or the Developer) signing this Amendment, and (b) the completion of TxDOT's review and approval as indicated by the signature of TxDOT's representative, below.

APPROVED BY:

**TEXAS DEPARTMENT OF  
TRANSPORTATION**

By: \_\_\_\_\_  
Authorized Signature

Printed  
Name: Donald C. Toner, Jr, SR/WA

Director – Strategic Projects Right of Way  
Strategic Projects Division

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

**DESIGN-BUILD CONTRACTOR**

Bluebonnet Contractors, LLC

By: \_\_\_\_\_  
Duly Authorized Representative

Printed  
Name: Jose Carlos Esteban

Title: Chief Executive Officer

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

**OWNER**

City of Bedford

By: \_\_\_\_\_  
Duly Authorized Representative

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEVELOPER**

NTE Mobility Partners LLC

By: \_\_\_\_\_  
Duly Authorized Representative

Printed  
Name: Steve Hankins, PE

Title: Director of Design & Construction

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

City of Bedford Estimate: 183-U-0503-0002

Conflicts: 313, 314, 315, 316, 317, 318, 324, 327, 328, 334, 348, 349, 364

April 10, 2012

Estimated Direct Costs for Bluebonnet Contractors, LLC	\$ 1,258,785.00
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Estimated Direct Costs for the City of Bedford	\$ -
--	------

Estimated Indirect Costs for Bluebonnet Contractors, LLC	\$ 180,945.33
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Estimated Indirect Costs for the City of Bedford	\$ 72,101.40
--	--------------

Total Estimated Cost for Relocation of Facilities	\$ 1,511,831.73
---	-----------------

$$\begin{array}{l} 50\% \times (4292/8697) = 24.68\% \\ 100\% \times (4385/8697) = 50.42\% + \\ \hline 75.09\% \end{array} \qquad \text{Eligibility Ratio: 75.09\%}$$

Total estimated amount to be paid back to Bluebonnet Contractors, LLC: \$ 376,523.80



# Council Agenda Background

**PRESENTER:** John F. Kubala, P.E., Public Works Director

**DATE:** 04/24/12

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

**ITEM:**

Consider a resolution authorizing the City Manager to execute Amendment No. 1 to Contract No. CS0031 between the City of Bedford and Comptroller of Public Accounts State Energy Conservation Office related to American Recovery and Reinvestment Act Transportation, Traffic Light Synchronization.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

On January 9, 2010 City Council authorized the City Manager to execute the Comptroller of Public Accounts Grant Agreement (ARRA) for Traffic Signal Synchronization and Replacement in the City of Bedford. The project improved the traffic signal system by developing coordinated signal timing plans, improving infrastructure, and creating of a Traffic Management Center to continually improve circulation within the City. The project was completed in December 2011. The original project cost estimate was \$2,320,000 with \$1,856,000 coming from the grant and \$464,000 coming from the City. The total cost of the project was \$2,053,722 with \$1,635,849 coming from the Grant and \$417,873 coming from City funding resulting in a \$266,278 savings on the project. This amendment deletes the Original Budget and replaces it with a Revised Budget. The Original Budget did not have a dollar amount for Equipment or Subcontract. The Revised Budget fills in that amount. Since this is an amendment to the original contract, the original price of \$2,300,000 is listed in the attachment.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to execute Amendment No. 1 to Contract No. CS0031 between the City of Bedford and Comptroller of Public Accounts State Energy Conservation Office related to American Recovery and Reinvestment Act Transportation, Traffic Light Synchronization

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Resolution  
Original Budget  
Amendment No. 1

**RESOLUTION NO. 12-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO CONTRACT NO. CS0031 BETWEEN THE CITY OF BEDFORD AND COMPTROLLER OF PUBLIC ACCOUNTS STATE ENERGY CONSERVATION OFFICE RELATED TO AMERICAN RECOVERY AND REINVESTMENT ACT TRANSPORTATION, TRAFFIC LIGHT SYNCHRONIZATION.**

**WHEREAS, the Comptroller of Public Accounts has executed a grant to the City of Bedford for Traffic Signal Synchronization and Replacement; and,**

**WHEREAS, the City of Bedford is a part of one of the largest reconstruction projects in Texas involving State Highway 183.**

**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 execute to execute Amendment No. 1 to Contract No. CS0031 between the City of Bedford and Comptroller of Public Accounts State Energy Conservation Office related to American Recovery and Reinvestment Act Transportation, Traffic Light Synchronization.**

**PASSED AND APPROVED this 24th day of April, 2012, by 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**

**ATTACHMENT B**  
**ORIGINAL BUDGET**

<b>Budget:</b>	<b>\$1,856,000.00</b>
<b>Equipment</b>	<b>\$0.00[tbd]</b>
<b>Subcontract</b>	<b>\$0.00[tbd]</b>
<b>Total Amount</b>	<b>\$1,856,000.00</b>
<b>Match:</b>	<b>\$464,000.00</b>

**AMENDMENT NO. 1  
TO  
CONTRACT NO. CS0031  
BETWEEN  
THE CITY OF BEDFORD  
AND  
COMPTROLLER OF PUBLIC ACCOUNTS  
STATE ENERGY CONSERVATION OFFICE (SECO)  
RELATED TO  
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)  
TRANSPORTATION, TRAFFIC LIGHT SYNCHRONIZATION**

**I. Recitals**

This Amendment No. 1 (Amendment) to the Contract No. CS0031 (Agreement) is entered into by and between the Comptroller of Public Accounts (Comptroller) and the City of Bedford (Subrecipient), 2000 Forest Ridge Drive, Bedford, Texas 76021.

**WHEREAS**, Comptroller and Subrecipient entered into the Agreement effective March 08, 2010;

**WHEREAS**, Comptroller and Subrecipient desire to execute this Amendment to amend the Attachment B, Budget to the Agreement;

**NOW, THEREFORE**, in consideration of mutual covenants and agreements herein contained Comptroller and the Subrecipient agree to the following amendment of the Agreement:

**II. Amendment**

The Agreement is hereby amended by deleting Attachment B, Budget, in its entirety and replacing it with revised Attachment B, Budget, which is attached to and incorporated into this Amendment as Exhibit 1 for all purposes.

**III. Incorporation of Amendments**

- A. This Amendment, together with the Agreement and any prior amendments, represents the entire agreement between the parties concerning the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations or negotiations.
- B. In the event of conflicting language between the Agreement, any prior amendments, and the language in this Amendment, the language in this Amendment shall control.
- C. Except as expressly amended herein, all other terms of the Agreement as amended, remain unchanged, are in full force and effect, and are ratified and affirmed by the parties. By their execution and delivery of this Amendment neither party waives or releases any default hereunder.

**IV. Signatories**

The undersigned signatories represent and warrant that they have full authority to enter into this Amendment on behalf of the respective parties named below. This Amendment may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to be effective as of December 31, 2011.

**COMPTROLLER OF PUBLIC ACCOUNTS**

**CITY OF BEDFORD**

By \_\_\_\_\_  
**Martin A. Hubert**  
**Deputy Comptroller**

By \_\_\_\_\_  
**Beverly Queen Griffith**  
**City Manager**

Date \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT B-Amendment #1**  
**BUDGET**

<b>Budget:</b>	\$ 1,856,000.00
<b>Equipment</b>	\$ 1,448,000.00
<b>Subcontractor</b>	\$ 408,000.00
<b>Total Amount</b>	\$ 1,856,000.00
<b>Match:</b>	\$ 464,000.00



# Council Agenda Background

**PRESENTER:** John F. Kubala, P.E., Public Works Director      **DATE:** 04/24/12

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

**ITEM:**

Consider a resolution authorizing the Mayor to sign an Oncor Electric Delivery Company Easement and Right of Way for electrical service to the site of the future Simpson Terrace Water Well.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The purpose of this easement is to provide electrical service to the site of the future Simpson Terrace Water Well. This electrical service will also serve the future Northwest Bedford Pressure Plane Booster Station.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the Mayor to sign an Oncor Electric Delivery Company Easement and Right of Way for electrical service to the site of the future Simpson Terrace Water Well.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Resolution  
Easement & Right of Way  
Exhibit A  
Aerial

**RESOLUTION NO. 12-**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN ONCOR ELECTRIC DELIVERY COMPANY EASEMENT AND RIGHT OF WAY FOR ELECTRICAL SERVICE TO THE SITE OF THE FUTURE SIMPSON TERRACE WELL.**

**WHEREAS, the City of Bedford wishes to obtain electrical service to the future Simpson Terrace Water Well.**

**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 Mayor to sign an Oncor Electric Delivery Company Easement and Right of Way for electrical service to the site of the future Simpson Terrace Water Well.**

**PASSED AND APPROVED this 24th day of April 2012, 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**

## EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TARRANT       §

That **CITY OF BEDFORD, TEXAS**, a municipal corporation, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, located at 1616 Woodall Rodgers Freeway, Dallas, Texas, 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

### SEE EXHIBIT "A" ATTACHED

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances, and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF BEDFORD, TEXAS,  
a municipal corporation

By: \_\_\_\_\_  
Jim Story  
Mayor

STATE OF TEXAS           §  
                                      §  
COUNTY OF TARRANT   §

BEFORE ME, the undersigned authority, on this day personally appeared **Jim Story**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of **City of Bedford, Texas, a municipal corporation**, as the **Mayor** thereof, for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 2012.

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

**Exhibit "A"**

**BEING** a strip of land situated in the City of Bedford, Tarrant County, Texas and being a portion of that same tract of land conveyed to **CITY OF BEDFORD**, as a City Park, by Bedford Heights Addition, being an addition to the City of Bedford, Tarrant County, Texas according to the plat thereof recorded in Volume 388-69, Page 43, Plat Records, Tarrant County, Texas (P.R.T.C.T.), said tract being all of Tract B, Block 9 of the said Bedford Heights Addition, said strip of land being herein more particularly described as an **UTILITY EASEMENT** by metes and bounds as follows:

**BEGINNING** on the south property line of the said Tract B, same being the north property line of Block 6, The Oaks of Bedford, Phase II, being an addition to the City of Bedford, according to the plat thereof recorded in Cabinet A, Slide 1739, P.R.T.C.T., said beginning point being located South 89°39'50" East 118.00 feet from a ½" iron rod with yellow cap found at the southwest property corner of the said Tract B;

**THENCE** North 00°00'00" East 49.34 feet to a point;

**THENCE** North 90°00'00" West 2.50 feet to a point;

**THENCE** North 00°00'00" East 30.00 feet to a point;

**THENCE** North 90°00'00" East 15.00 feet to a point;

**THENCE** South 00°00'00" East 30.00 feet to a point;

**THENCE** South 90°00'00" West 2.50 feet to a point;

**THENCE** South 00°00'00" East 49.40 feet to the said south property line of Tract B, same being the said north property line of Block 6;

**THENCE** North 89°39'50" West, along the said property lines, 10.00 feet to the **POINT OF BEGINNING**.

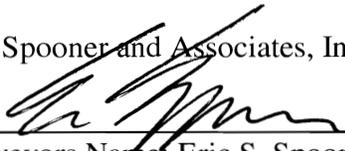
The tract being herein described contains **0.022 acres (944 Sq. Ft.)** of land.

Note: Survey sketch to accompany this legal description.

Note: Basis of Bearing = those bearings shown on the said Bedford Heights Addition. All distances shown are surface.

I do certify on this 17<sup>th</sup> day of May, 2011, that a survey was made on the ground as per the field notes shown on this survey and the same is true and correct.

By: Spooner and Associates, Inc.



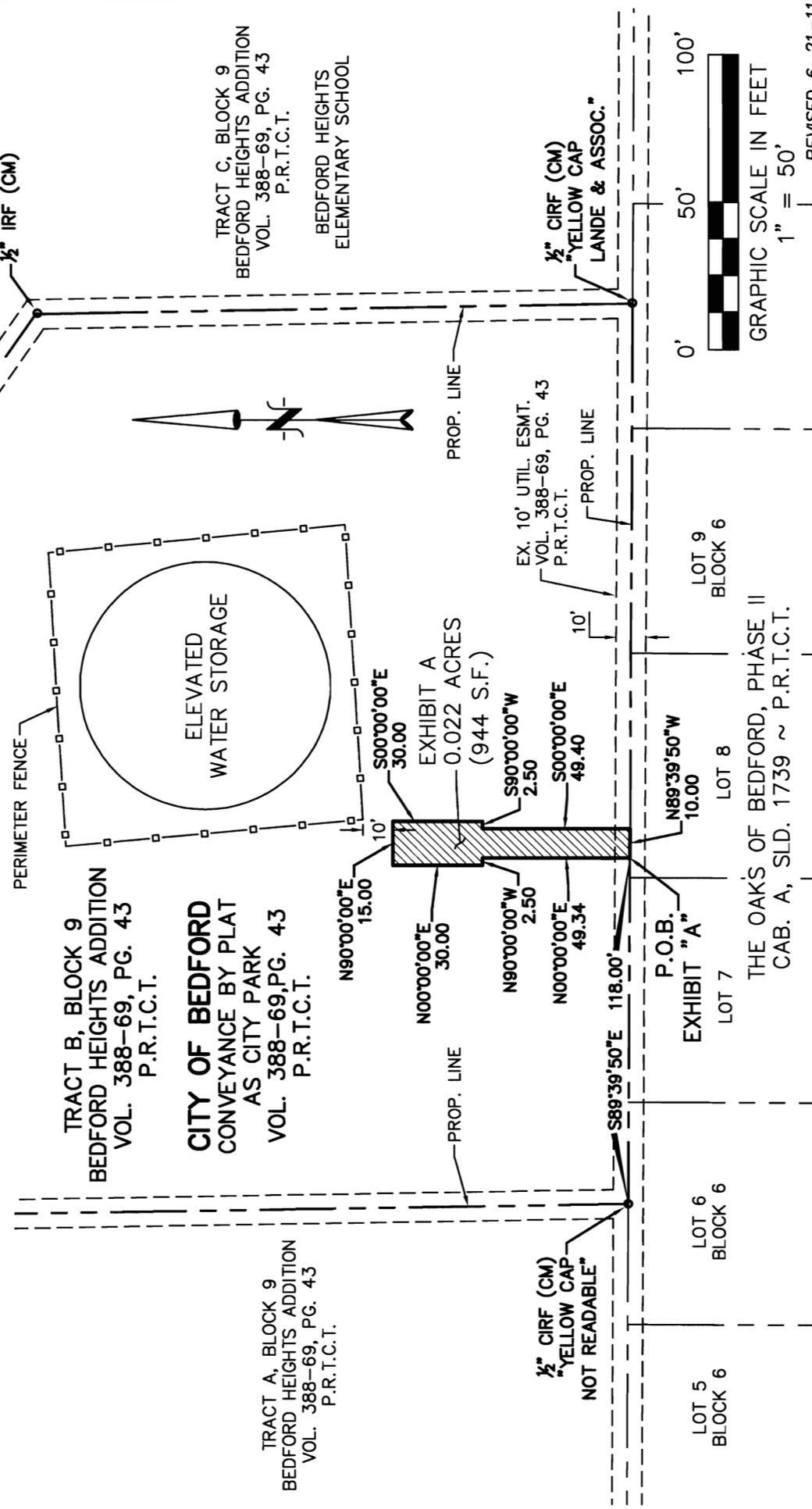
Surveyors Name: Eric S. Spooner  
Registered Professional Land Surveyor,  
Texas No. 5922

Date of Survey: 5-17-11

Revised: 6-21-11



**PLAT OF EXHIBIT "A"**  
 SEE ATTACHED LEGAL DESCRIPTION  
 OF EXHIBIT "A" HEREIN



BASIS OF BEARINGS FOR THIS SURVEY IS FROM THOSE AS SHOWN ON BEDFORD HEIGHTS ADDITION, VOL. 388-69, PG. 43 ~ P.R.T.C.T.

**1000 SIMPSON TERRACE ~ UTILITY EASEMENT**

PARCEL NO. 1  
 SUBDIVISION: BEDFORD HEIGHTS ADDITION  
 LOCATION: 1000 SIMPSON TERRACE, BEDFORD, TARRANT COUNTY, TEXAS  
 WHOLE PROPERTY ACREAGE:

S&A JOB NO.: 11-032  
 DATE: 5-17-11

DRAWN BY: E.S.S.  
 CHECKED BY: E.S.S.

EXHIBIT "A" PAGE 2 OF 2  
 ACAD FILE: 11-032 BEDFORD HEIGHTS ADDITION  
 SPOONER & ASSOC., INC. 309 BYERS STREET, SUITE 100, EULESS, TX 76039, PH 817-281-2355 FAX 817-685-8508





# Council Agenda Background

**PRESENTER:** Mirenda McQuagge-Walden,  
Managing Director of Community Services

**DATE:** 04/24/12

**Council Mission Area:** Demonstrate excellent customer service in an efficient manner.

**ITEM:**

Consider a resolution authorizing the City Manager to enter into an agreement with Brain Freeze Events Incorporated, doing business as Kona Ice, to provide product for the sale of shaved ice at the Bedford Splash Aquatics Center for one season.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

In 2011, Kona Ice approached staff with a proposal to offer their product at the Splash concession stand. This was a timely proposal because staff had been working for several seasons to analyze the pricing structures, sales trends, food cost as well as cost recovery of the concession operation. One sales area that did not have the cost recovery of other items was ice cream. The Kona Ice proposal allowed staff to replace the ice cream related items on the menu with the ice product.

Specifically, the proposed agreement allows Bedford Splash to sell Kona Ice's shaved ice product from the concession stand. Kona Ice agrees to provide all product including the machine, flavor syrups, flavor station, paper cups, spoons and all training of staff. Kona Ice will be allowed to display two banners at Splash, no larger than 3ft x 6ft. Kona Ice also agrees to replenish the product as needed based upon the determination of staff. Bedford Splash will provide the ice required to make the shaved ice.

The shaved ice will be sold for \$3 per cup and the City will retain 50% of all sales. Last season there were \$10,932 in shaved ice sales and the City's portion was \$5,466.

The arrangement worked extremely well last season and both staff and Kona Ice were pleased with the results. Therefore, no changes are proposed to the agreement.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement with Brain Freeze Events Incorporated, doing business as Kona Ice, to provide product for the sale of shaved ice at the Bedford Splash Aquatics Center for one season.

**FISCAL IMPACT:**

General Fund Revenue – \$5,500

**ATTACHMENTS:**

Resolution Agreement

**RESOLUTION NO. 12-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRAIN FREEZE EVENTS INCORPORATED, DOING BUSINESS AS KONA ICE, TO PROVIDE PRODUCT FOR THE SALE OF SHAVED ICE AT THE BEDFORD SPLASH AQUATICS CENTER FOR ONE SEASON.**

**WHEREAS, the City Council of Bedford, Texas desires to allow Kona Ice to provide product for the sale of shaved ice at the Bedford Splash Aquatics Center; and,**

**WHEREAS, the City of Bedford Recreation Staff desires to provide supervision of the agreement with Kona Ice.**

**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 for a term of one aquatics season with Kona Ice for the purpose of providing product for shaved ice sales at the Bedford Splash Aquatics Center.**

**SECTION 2. That the City of Bedford will retain 50% of the proceeds from all shaved ice sales.**

**SECTION 3. That this resolution shall take effect from and after April 24, 2012.**

**PASSED AND APPROVED this 24th day of April 2012, 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**

## AGREEMENT

**THIS AGREEMENT** is dated as of the 24<sup>th</sup> day of April in the year 2012 by and between the City of Bedford, Texas, a home-rule municipality (hereinafter called OWNER) and Brain Freeze Events Incorporated, doing business as Kona Ice, of the City of Colleyville, County of Tarrant, State of Texas ( hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Owners Address: 2000 Forest Ridge Drive  
Bedford, TX 76021-1895
2. Contractor's Address: PO Box 1751  
Colleyville, TX 76034
3. The term of the Contract shall commence on the date of its execution and shall expire the last day of September 2012, (the "Expiration Date). Owner or Contractor may terminate this agreement, with or without cause, by giving the other party thirty (30) days written notice.
4. Contractor agrees to provide all products for the sale of Shaved Ice out of the Splash Aquatics Centers concession stand to Owner; including machine, flavor syrups, flavor station, paper products and training. Contractor agrees to replenish product as needed.
5. The Owner shall pay the Contractor 50 % of gross shaved ice sales due not later than the 5<sup>th</sup> of each month.
6. The Owner reserves the right to set the price of shaved ice product and determine what the cost to the consumer will be.
7. Contractor shall be allowed to display two (2) banners or signs on the premises of Splash Aquatics Center during the term of this contract, signs can be no larger than 3ft x 6ft.
8. Contractor shall be responsible for all equipment repairs and maintenance.
9. The Contractor acknowledges rules and regulations pertinent to Splash and agrees to abide thereby and to understand such rules and regulations must be observed by the Contractor. Any violation of this provision will constitute a breach of agreement and end to the Owners obligations therefore.
11. Contractor hereby agrees to indemnify and hold the Owner, it's employees, officials, and agents harmless from and against any and all claims, losses, liabilities, including property damage, personal injury or death caused in part or in whole by the Contractor's negligence, or performance of this Agreement.
12. All notices, requests, consents and other communications required or permitted under this lease shall be in writing (including telex, facsimile and telegraph communication) and shall be (as elected by the person giving such notice) hand

delivered by messenger or overnight courier service, faxed or telecommunicated (with original to follow by overnight commercial courier for delivery on the next business day), or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to the parties as follows:

If to Owner: City of Bedford, Texas  
Attention: Eric Valdez,  
Recreation Manager  
2000 Forest Ridge Drive  
Bedford, Texas 76021-1895

If to Contractor: Brain Freeze Events Incorporated  
PO Box 1751  
Colleyville, TX 76034

Owner and Contractor agrees to venue in Tarrant County, Texas

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2012

Owner: City of Bedford  
By: \_\_\_\_\_  
Beverly Griffith  
City of Bedford

Contractor: Brain Freeze Events Incorporated  
By: \_\_\_\_\_



# Council Agenda Background

**PRESENTER:** Mirenda McQuagge-Walden,  
Managing Director of Community Services      **DATE:** 04/24/12

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

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a lease agreement for one year with the DFW Tejanos Organization for the purpose of conducting practices and games at the Stormie Jones soccer fields.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

In 2010, the DFW Tejanos Organization (Club), a select soccer team, requested the use of the game only soccer fields for their practices and games. Typically practice sessions are not allowed on game only fields in order to maintain the condition of the fields. In order to facilitate this request, an agreement was developed between the Club and the City of Bedford which would make the Club responsible for performing the field maintenance in lieu of rental fees. The maintenance includes all of the mowing, chemical application, field marking, and pest control in return for the use of the fields for practices. The Club will also be responsible for the collection of litter after practices and games. Staff estimates an annual savings of approximately \$1,275 in staff time and resources from this agreement.

The agreement has worked extremely well over the past two years and both staff and the Club are pleased with the arrangement. Therefore, there are no proposed changes to the agreement.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a lease agreement for one year with the DFW Tejanos Organization for the purpose of conducting practices and games at the Stormie Jones soccer fields.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Resolution Agreement

**RESOLUTION NO. 12-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT FOR ONE YEAR WITH THE DFW TEJANOS ORGANIZATION FOR THE PURPOSE OF CONDUCTING PRACTICES AND GAMES AT THE STORMIE JONES SOCCER FIELDS.**

**WHEREAS, the City Council of Bedford, Texas determines the necessity to provide the DFW Tejanos Organization the ability to hold soccer practices and games at Stormie Jones soccer fields; and,**

**WHEREAS, the City of Bedford Recreation Staff desires to provide supervision of the lease agreement with the DFW Tejanos Organization.**

**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 a lease agreement for a term of one year with the DFW Tejanos Organization for the purposes of conducting practices and games at the Stormie Jones soccer fields.**

**SECTION 2. That this resolution shall take effect from and after April 24, 2012.**

**PASSED AND APPROVED this 24th day of April 24, 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**

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, made as of the 24th day of April, 2012, by and between the City of Bedford, Texas (herein called "Landlord"), and DFW Tejanos Organization, (herein called "Tenant").

In consideration of the covenants and agreements hereafter reserved and contained on the part of Tenant to be observed performed, the Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain Leased Premises described as follows:

Stormie Jones Soccer Fields  
2500 Block of Brasher  
Bedford, TX 76021

The subject property is herein called the "Leased Premises" or the "Leased Property". The Leased Premises includes the exclusive use of the soccer fields as further described below. Tenant shall use the Leased Premises for soccer practices. No other activities are allowed.

The following, hereto and incorporated herein by reference constitute the provisions of the Lease.

### **1. GENERAL PROVISIONS**

- (a) Landlord's Address: 2000 Forest Ridge Drive  
Bedford, TX 76021-1895
- (b) Tenant's Address: PO Box 278  
Eules, TX 76039
- (c) The term of the Lease shall commence on the date of its execution and shall expire one (1) year from the date of the execution, (the "Expiration Date). Should Tenant desire to renew the Lease, it shall submit a written request to renew at least sixty (60) days prior to the Expiration Date. If the Tenant does not wish to renew the contract the Tenant shall not have access to the Leased Premises after the Expiration Date. The Landlord shall have sole discretion on whether to renew the Lease. Notwithstanding the foregoing, either the Landlord or Tenant may terminate this Lease, with or without cause, by giving the other party forty-five (45) days written notice.
- (d) During the Lease term, the Tenant shall have access to the Leased Premises Monday- Friday, 5:00pm -9:00pm. Tenant shall provide a schedule each season with times other than those listed that fields will be used. Tenant shall have no right or access to the Leased Premises at any other time unless the Landlord grants consent.

**2. TENANT'S PERSONAL PROPERTY**

Landlord agrees that storage for any equipment shall be allowed on premises on a limited basis in areas designated by Landlord.

**3. Alcohol**

No alcoholic beverages will be used, allowed or brought on to leased premises.

**4. AFFIRMATIVE COVENANTS OF TENANT**

Tenants covenant that they shall:

4.1 comply with the terms of any state or federal statute or local ordinance or regulation applicable to tenant or its use of the Leased Premises, and indemnify and hold Landlord harmless from penalties, fines, costs, expenses, or damages resulting from its failure to do so.

4.2 comply with the terms and conditions set herein relating to the use, operation and maintenance of Leased Premises.

4.3 give to Landlord prompt notice of any accident or damage occurring on Leased premises.

4.4 have no authority to sublease, or allow the use of, the Leased Premises to any one or any entity, without prior express written consent of the Landlord. To this ends, at the date of execution of this Lease Agreement, the Tenant hereby affirms that it has no sub-lease agreement with any persons or entities, any Sub-Lessee shall be liable for all terms and conditions of this Lease.

**5. DAMAGE TO LEASED PREMISES**

If the Leased Premises shall be damaged the Tenant shall be held responsible for repairs to Leased Premises. This includes damages to grass (outside of the normal wear and tear for normal use). The tenant agrees to pick up any trash from location at the conclusion of all utilization. The tenant agrees to pay the city for labor should additional cleanup be required.

**6. ALTERATIONS**

Tenant shall make no changes or structural alterations to Leased Premises without prior written consent from Landlord.

## 7. Maintenance

The tenant will provide all maintenance to fields during term of lease. This will include mowing, pest control, fertilizing, weed control, lining fields etc. The maintenance provisions are outlined in **Exhibit "A"**. It is the sole responsibility of the Tenant to ensure that the lights at the premises are turned off at the end of each practice session prior to departure.

## 8. INDEMNIFICATION AND INSURANCE RIGHTS

A. Tenant shall indemnify Landlord and its agents, elected officials, officers, and 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 Leased Premises, or use thereof, or occasioned wholly or in part by any act, occurrence or commission of Tenant, its agent, subtenants, licenses, contractors, customers or employees. All cost, expenses and reasonable attorney's fees that may be incurred or aid in enforcing the covenants and conditions of the Lease, whether incurred as a result or litigation or otherwise, shall be recovered by the prevailing party from the other party.

B. Tenant shall take out and keep in force during the term hereof, without expense to Landlord with an insurance company, qualified to do business in the State of Texas or other company acceptable to Landlord, comprehensive general Commercial Liability Insurance, in the name of the Tenant and name of Landlord as additional insured against any liability for injury to or death or persons resulting from any occurrence in or about the Lease Premises and for the 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,

General Aggregate	\$2,000,000
Each occurrence	\$1,000,000
Personal \$ Advertising Injury	\$1,000,000
Damage to premises	\$50,000
Sexual/Physical Abuse part of GL	\$50,000
Each Claim	\$25,000

True copies of said policies or certificates thereof showing the premium thereunto have been paid shall be delivered to Landlord upon execution of the Lease Agreement. If tenant fails to procure and keep in force such insurance, Tenant shall not be allowed to operate on Leased Premises.

## 9. LANDLORDS ACCESS TO LEASED PREMISES

At all times the Landlord shall have access to the Leased Premises for the purpose of site assessment, maintenance, repairs or any other reason deemed appropriate by Landlord. Landlord agrees to use all reasonable efforts to not interfere with Tenants use of the Leased Premises.

**10. ASSIGNMENT**

Neither party shall have the right to assign this agreement to any other party without the written consent of the other party, which shall not be unreasonably held.

**11. NOTICES**

All notices, requests, consents and other communications required or permitted under this lease shall be in writing (including telex, facsimile and telegraph communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or overnight courier service, faxed or telecommunicated (with original to follow by overnight commercial courier for delivery on the next business day), or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to the parties as follows:

If to Landlord: City of Bedford, Texas  
Attention: Eric Valdez  
Recreation Manager  
2000 Forest Ridge Drive  
Bedford, Texas 76021-1895

If to Tenant: DFW Tejanos Organization  
PO Box 279  
Euless, TX 76039

**12. VENUE**

Landlord Tenant agrees to venue in Tarrant County, Texas

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2012

Landlord: City of Bedford

By: \_\_\_\_\_  
Beverly Griffith  
City of Bedford

Tenant: DFW Tejanos Organization

By: \_\_\_\_\_

## **Exhibit "A"**

### **Mowing**

The mowing of all fields shall include the mowing and trimming of all grass and vegetation within each area. The Tenant or the Contractor, prior to mowing, will remove all debris. The debris shredded by Tenant or the Contractor larger than one inch will be removed. Trimming around trees or fences will be performed by the Tenant or the Contractor using mechanical devices and/or hand labor. These areas may also be treated by chemical application but it shall not exceed 12" in width. Excess clippings shall be disposed of properly and not be blown into streets and roadways. The fields will be mowed a minimum of four (4) times a month or once a week and grass will be kept at a height of no more than two inches.

The Tenant shall conduct or supervise all mowing operations described in the Contract "Specifications" and the expense of all such operations shall belong to the Tenant.

The Tenant or the Contractor shall provide their own equipment, labor, fuel and other materials necessary to complete the required work. The Tenant or the Contractor shall be responsible for the maintenance and repair of their own equipment and the availability, presence and supervision of their employees.

The City of Bedford requires the Tenant and or the Contractor to supply a competent and experienced supervisor with each work group at all times. The supervisor may be a working supervisor operating a mower or other piece of equipment.

### **Other Maintenance**

The Tenant is responsible for all weed control, pest control, fertilization and field marking.

### **Keys**

Two (2) sets of keys will be issued seasonally only to the Tenant. At the conclusion of each season, the keys will be returned to the Bedford Parks and Recreation Department. A \$50.00 fee will be assessed for the replacement of lost or not returned keys. A new signature, by the Representative of the Tenant, will be required to check out keys for the new season.

### **Lights**

It is the responsibility of the Tenant to insure that lights are turned off at the end of each practice session prior to departure from the fields.

### **Trash**

All trash left on the ground by visitors or players shall be picked up and placed in the trash containers at the end of each session.

**Restrooms**

The restrooms will be maintained by the City of Bedford. The City will address any issue as quickly as possible. If the issue is such as “there is no toilet tissue in one of the stalls” the problem may be resolved the following day. No water, backed up plumbing, and similar items will be handled immediately.

**All Issues Contact**

Any questions regarding these specifications may be directed to Don Henderson, Parks Superintendent at (817) 952-2308 or (817) 713-0582.



# Council Agenda Background

**PRESENTER:** Mirenda McQuagge-Walden,  
Managing Director of Community Services **DATE:** 04/24/12

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

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a lease agreement for one year with the Tri-Cities Baseball Association for the purposes of having league games and practice at both the Boys Ranch Park and the Meadowpark Athletic Complex.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

Tri-Cities Baseball has utilized the baseball fields at both the Boys Ranch Park and the Meadowpark Athletic Complex for many years. Tri-Cities baseball provides a schedule before the beginning of each season. Tri-Cities Baseball also requests the use of the Meadowpark Athletic Complex on Saturday mornings for practice during the season. Each year, over 180 games are scheduled to be played on City of Bedford baseball fields. Per the contract, the City will prepare all fields including the mowing, field lining, weed control, fertilization, and irrigation. The City will also maintain all backstops, fences, gates, scoreboards and lighting.

Tri-Cities baseball will be responsible for the provision of bases and any related equipment necessary for play, as well as the collection of litter after the games around the bleachers, dugouts and concession stand. Per the lease agreement, each season Tri-Cities will pay the City \$7.50 per player that is a City of Bedford participant. Also included in the agreement are provisions for Tri-Cities to operate the concession stand and in return they agree to remit to the City 5% of their gross sales. Last year, Tri-Cities remitted to the City a total of \$3,297.35. This includes \$124.35 for the use of the concession stand and \$3,172.50 in participant fees.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a lease agreement for one year with the Tri-Cities Baseball Association for the purposes of having league games and practice at both Boys the Ranch Park and the Meadowpark Athletic Complex.

**FISCAL IMPACT:**

General Fund Revenue – \$3,200 annually.

**ATTACHMENTS:**

Resolution Agreement

**RESOLUTION NO. 12-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT FOR ONE YEAR WITH THE TRI-CITIES BASEBALL ASSOCIATION FOR THE PURPOSES OF HAVING LEAGUE GAMES AND PRACTICES AT BOTH THE BOYS RANCH PARK AND THE MEADOWPARK ATHLETIC COMPLEX.**

**WHEREAS, the City Council of Bedford, Texas determines the necessity to enter into a lease agreement for one year with Tri-Cities Baseball Association for the purpose of having league games and practices at both the Boys Ranch Park and the Meadowpark Athletic Complex; and,**

**WHEREAS, the City Council of Bedford, Texas desires to provide supervision of the lease agreement with Tri-Cities Baseball so as to be responsive to the needs of the community.**

**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 a lease agreement for one year with Tri-Cities Baseball Association for the purpose of having league games, and practices at both the Boys Ranch Park and the Meadowpark Athletic Complex.**

**SECTION 2. That this resolution shall take effect from and after April 24, 2012**

**PASSED AND APPROVED this 24th day of April 2012, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.**

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**Jim Story, Mayor**

**ATTEST:**

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**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

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**Stan Lowry, City Attorney**

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, made as of the 24<sup>th</sup> day of April 2012, by and between the City of Bedford, Texas (herein called "Landlord"), and Tri-Cities Baseball Association, (herein called "Tenant").

In consideration of the covenants and agreements hereafter reserved and contained on the part of Tenant to be observed performed, the Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain Leased Premises described as follows:

Boys Ranch Park Baseball Fields  
2801 Forest Ridge Dr.  
Bedford, TX 76021

Meadowpark Athletic Complex  
3200 Meadowpark  
Bedford, TX 76021

The subject property is herein called the "Leased Premises" or the "Leased Property". The Leased Premises includes the exclusive use of the baseball fields as further described below. Tenant shall use the Leased Premises for games only. No other activities are allowed.

The following, hereto and incorporated herein by reference constitute the provisions of the Lease.

### 1. GENERAL PROVISIONS

- (a) Landlord's Address: 2000 Forest Ridge Drive  
Bedford, TX 76021-1895
- (b) Tenant's Address: PO Box 274  
Hurst, TX 76053
- (c) The term of the Lease shall commence on the date of its execution and shall expire one (1) year from the date of the execution, (the "Expiration Date). Should Tenant desire to renew the Lease, it shall submit a written request to renew at least sixty (60) days prior to the Expiration Date. If the Tenant does not wish to renew the contract the Tenant shall not have access to the Leased Premises after the Expiration Date. The Landlord shall have sole discretion on whether to renew the Lease. Notwithstanding the foregoing, either the Landlord or Tenant may terminate this Lease, with or without cause, by giving the other party forty-five (45) days written notice.
- (d) During the Lease term, the Tenant shall have access to the Leased Premises for all games as outlined in the leagues season schedule. The league schedule will be provided to Landlord at least 14 days prior to the start of each season. The Tenant shall also have access to the Meadowpark Athletic Complex for practice on Saturday mornings during the season. Tenant shall have no right or access to the Leased Premises at any other time unless the Landlord grants written consent. All requests for use of the Leased Premises other than times outlined in lease must be

made to Landlord in writing a minimum of two (2) weeks prior to the event date.

- (e) Tenant shall pay the Landlord \$7.50 per City of Bedford participant, per league, per season for use of the baseball fields. Rosters of league participants will be required to be remitted with the payment. The tenant shall also pay 5% of gross concession sales.
- (f) The Landlord requires that the Tenant will ensure all coaches be certified by the National Youth Sports Coaches Association training program.
- (g) The Landlord has sole authority on decisions regarding field playability; this includes calls regarding weather, maintenance issues or other unforeseen circumstances.

## **2. TENANT'S PERSONAL PROPERTY**

Landlord agrees that storage for any equipment be allowed on premises in designated areas.

## **3. AFFIRMATIVE COVENANTS OF TENANT**

Tenants covenant that they shall:

3.1 comply with the terms of any state or federal statute or local ordinance or regulation applicable to tenant or its use of the Leased Premises, and indemnify and hold Landlord harmless from penalties, fines, costs, expenses, or damages resulting from its failure to do so.

3.2 comply with the terms and conditions set herein relating to the use, operation and maintenance of Leased Premises.

3.3 give to Landlord prompt notice of any accident or damage occurring on Leased premises.

3.4 have no authority to sublease, or allow the use of, the Leased Premises to any one or any entity, without prior express written consent of the Landlord. To this end, at the date of execution of this Lease Agreement, the Tenant hereby affirms that it has no sub-lease agreement with any persons or entities, any Sub-Lessee shall be liable for all terms and conditions of this Lease.

## **4. DAMAGE TO LEASED PREMISES**

If the Leased Premises shall be damaged the Tenant shall be held responsible for repairs to Leased Premises. This includes damages to grass (outside of the normal wear and tear for normal use). The tenant agrees to pick up any trash from location at the conclusion of all utilization. The tenant agrees to pay the city for labor should additional cleanup be required.

**5. ALTERATIONS**

Tenant shall make no changes or structural alterations to Leased Premises without prior written consent from Landlord.

**6. Maintenance**

6.1 the Tenant agrees to provide bases and related equipment necessary for play, provide officials, assume responsibility of all litter inclusive of the playing area, dugouts, fences, bleachers and concession area at the end of each game day.

6.2 the Landlord agrees to prepare all fields, including mowing of infield and outfield, lining fields, weed control, fertilizing and irrigation. The Landlord will also maintain all backstops, fences, gates, scoreboards and lighting.

**7. ALCOHOL**

No alcoholic beverages will be used, allowed or brought on to leased premises.

**8. INDEMNIFICATION AND INSURANCE RIGHTS**

A. Tenant shall indemnify Landlord and its agents, elected officials, officers, and 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 Leased Premises, or use thereof, or occasioned wholly or in part by any act, occurrence or commission of Tenant, its agent, subtenants, licenses, contractors, customers or employees. All cost, expenses and reasonable attorney’s fees that may be incurred or aid in enforcing the covenants and conditions of the Lease, whether incurred as a result or litigation or otherwise, shall be recovered by the prevailing party from the other party.

B. Tenant shall take out and keep in force during the term hereof, without expense to Landlord with an insurance company, qualified to do business in the State of Texas or other company acceptable to Landlord, comprehensive general Commercial Liability Insurance, in the name of the Tenant and name of Landlord as additional insured against any liability for injury to or death or persons resulting from any occurrence in or about the Lease Premises and for the 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,

General Aggregate	\$2,000,000
Each occurrence	\$1,000,000
Personal \$ Advertising Injury	\$1,000,000
Damage to premises	\$50,000
Sexual/Physical Abuse part of GL	\$50,000
Each Claim	\$25,000

True copies of said policies or certificates thereof showing the premium thereunto have been paid shall be delivered to Landlord upon execution of the Lease Agreement. If tenant fails to procure and keep in force such insurance, Tenant shall not be allowed to operate on Leased Premises.

**9. LANDLORDS ACCESS TO LEASED PREMISES**

At all times the Landlord shall have access to the Leased Premises for the purpose of site assessment, maintenance, repairs or any other reason deemed appropriate by Landlord. Landlord agrees to use all reasonable efforts to not interfere with Tenants use of the Leased Premises.

**10. ASSIGNMENT**

Neither party shall have the right to assign this agreement to any other party without the written consent of the other party, which shall not be unreasonably held.

**11. NOTICES**

All notices, requests, consents and other communications required or permitted under this lease shall be in writing (including telex, facsimile and telegraph communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or overnight courier service, faxed or telecommunicated (with original to follow by overnight commercial courier for delivery on the next business day), or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to the parties as follows:

If to Landlord: City of Bedford, Texas  
Attention: Eric Valdez,  
Recreation Manager  
2000 Forest Ridge Drive  
Bedford, Texas 76021-1895

If to Tenant: Tri-Cities Baseball Association  
PO Box 274  
Hurst, TX 76053

**12. VENUE**

Landlord Tenant agrees to venue in Tarrant County, Texas

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2012

Landlord: City of Bedford

By: \_\_\_\_\_  
Beverly Griffith  
City of Bedford

Tenant: Tri-Cities Baseball Organization

By: \_\_\_\_\_



# Council Agenda Background

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

**DATE:** 04/24/12

**Council Mission Area:** Encourage citizen involvement.

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a contract with Western Enterprises Inc. for the 2012 4thFest Fireworks Program in the amount of \$29,000.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

Western Enterprises has been the pyrotechnic company for 4thFest for over twelve years. This contract is considered a professional services contract; therefore, it is not subject to competitive bidding. Due to the highly technical nature of this work and the ability to safely provide the program and all of the necessary clearances, it is the staff's recommendation that the City use the same company that has a working knowledge of the site and surroundings. Western Enterprises has maintained an excellent working relationship with the Fire Department and the State Fire Marshal's Office in providing this service. The price for the service has not increased from the amount charged in 2011.

The Fireworks Program, which concludes the 4thFest festivities, will be located at the City of Bedford Boys Ranch.

**RECOMMENDATION:**

Approval of a resolution authorizing the City Manager to enter into a contract with Western Enterprises Inc. for the 2012 4thFest Fireworks Program in the amount of \$29,000.

**FISCAL IMPACT:**

\$29,000 from the FY 2012 4thFest Budget

**ATTACHMENTS:**

Resolution  
Western Enterprise Contract

**RESOLUTION NO. 12-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WESTERN ENTERPRISES INC. FOR THE 2012 4THFEST FIREWORKS PROGRAM IN THE AMOUNT OF \$29,000.**

**WHEREAS, the City Council of Bedford, Texas desires to include a fireworks display at the annual 4thFest Celebration; and,**

**WHEREAS, the City Council of Bedford, Texas recognizes that Western Enterprises, Inc. has been the pyrotechnic company for 4thFest for more than twelve years.**

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

**SECTION 1. That the City Council does hereby approve the contract and authorizes the City Manager to enter into a contract with Western Enterprises in the amount of \$29,000 for the 2012 4thFest Fireworks Program.**

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

**PASSED AND APPROVED this 24th day of April 2012, 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**

## **FIREWORKS PRODUCTION CONTRACT**

1. This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **WESTERN ENTERPRISES, INC.**, designated herein as the "**SELLER**", and the **CITY OF BEDFORD**, designated herein as the "**PURCHASER**" for a fireworks production to be held on **JULY 4, 2012**.
2. **SELLER** will secure, prepare and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value. **SELLER** will include the services of a Pyrotechnic Operator to take charge of, set up and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applicable.
3. **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material, which might not have ignited. Any such material, found by any person other than the Operator, shall be returned to the Operator for safekeeping or disposal of said material.
4. **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location. **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances. **PURCHASER** also agrees to have a fire truck available on location during the display.
5. A Certificate of Insurance covering the fireworks display will be provided by the **SELLER** upon signing of the contract, for coverage in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** broad form, bodily injury and property damage liability, Statutory Workers Compensation Coverage, Comprehensive Automobile Liability in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** Combined Single Limit. **PURCHASER** agrees to provide a complete list of all additional insureds to be named on the certificate.
6. It is agreed and understood that the **PURCHASER** will pay to the **SELLER** the sum of **TWENTY-NINE THOUSAND DOLLARS AND NO/100 (\$29,000.00)** to be paid as follows: **30% (\$8,700.00)** of the purchase price will be paid by **PURCHASER** at the time of signing this contract. The balance of the purchase price will be paid within fifteen (15) days after the date of the display. If payment is made in full by May 15, 2012, a five percent (5%) discount will apply. That discount can be deducted from the total contract price, or the **PURCHASER** may elect to receive that amount of extra pyrotechnic product in lieu of the discount. Unpaid accounts are subject to one percent (1%) interest charge per month after fifteen days.
7. In the event of inclement weather or other adverse conditions, so as to cause postponement of the display it is agreed and understood that **PURCHASER** will notify **SELLER** regarding the postponement date, normally the following night, or at some future date within the calendar year. If the **PURCHASER** will not re-schedule the display within the calendar year, or completely cancels the display, the **PURCHASER** agrees that **SELLER** will retain the thirty percent (**30%**) payment described in paragraph #6 as full payment for cancellation of the display. It is understood and agreed that **SELLER** shall be solely responsible for failure of the performance of the fireworks display for any reason under **SELLERS** control.
8. Witness whereof, we have caused our signatures to be affixed to this Document, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WESTERN ENTERPRISES, INC.**  
**SELLER**

**CITY OF BEDFORD**  
**PURCHASER**

BY: \_\_\_\_\_  
authorized agent

BY: \_\_\_\_\_  
Beverly Griffith, City Manager



# Council Agenda Background

**PRESENTER:** Jim Story, Mayor  
Michael Wells, City Secretary

**DATE:** 04/24/12

**Council Mission Area:** Encourage citizen involvement.

**ITEM:**

Consider a resolution appointing members to Bedford's Citizen Boards and Commissions.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

Prior to their meeting on April 10, 2012, the Council interviewed three applicants for Bedford's Citizen Boards and Commissions. Two additional applicants were unable to make it to the interview. Below are the tentative appointments from Council per discussions following the interview:

**Animal Shelter Advisory Board**

Dawn Orr, Place 4 - Animal Welfare Organization, Term Expires 2012

**Cultural Commission**

Janice Vickery, Place 4, Term Expires 2012

**Planning and Zoning Commission**

Michael Ann "Mickey" Hall, Place 8 – Alternate, Term Expires 2013

Lee Pierson, Place 9 – Alternate, Term Expires 2012

**Teen Court Advisory Board**

Kathleen Toms, Place 2 – Bedford, Term Expires 2012

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution appointing members to Bedford's Citizen Boards and Commissions.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Resolution

RESOLUTION NO. 12-

A RESOLUTION APPOINTING MEMBERS TO BEDFORD'S CITIZEN BOARDS AND COMMISSIONS.

WHEREAS, the City Council of Bedford, Texas desires to fill openings on Bedford's Citizen Boards and Commissions with qualified applicants.

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

SECTION 1. That the City Council appoints the following members to various Bedford Citizen Boards and Commissions established to serve at the will of the Council:

Animal Shelter Advisory Board

Dawn Orr, Place 4 - Animal Welfare Organization, Term Expires 2012

Cultural Commission

Janice Vickery, Place 4, Term Expires 2012

Planning and Zoning Commission

Michael Ann "Mickey" Hall, Place 8 – Alternate, Term Expires 2013

Lee Pierson, Place 9 – Alternate, Expires 2012

Teen Court Advisory Board

Kathleen Toms, Place 2 – Bedford, Term Expires 2012

PASSED AND APPROVED this 24th day of April 2012, 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

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**PRESENTER:** David Miller, Deputy City Manager

**DATE:** 04/24/12

Staff Report

**ITEM:**

Staff update and receive Council input on the request to sponsor the Arts Council Northeast Triple Crown Event on Saturday, May 19, 2012.

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

At the March 27, 2012 meeting, Council discussed participation in the Arts Council Northeast Triple Crown Event on Saturday, May 19, 2012. At that time, the minimum sponsorship in order to have a table at the event was \$2,500. There was \$1,600 left in the budget for the Arts Council so an additional \$900, that was not currently budgeted, would have to be included. Council was of the consensus to not take action on that item until April when the minimum sponsorship to have a table dropped to \$1,500. The sponsorship level "Citation" includes the City's name in the program, name on a table and a table for 10 at the event.

Based on various e-mails from the Arts Council, staff is still unclear as to the actual deadline for sponsorship. Staff has been told April 20, April 25, and April 27. It may prove to be more cost effective to buy individual tickets at \$150 per participant depending on the number of Council members planning to attend.

**ATTACHMENTS:**

Sponsorship Benefits



## TRIPLE CROWN AFFAIR AT LONE STAR PARK SPONSOR BENEFITS

### **SECRETARIAT \$10,000**

- Logo on invitations as the Secretariat Sponsor
- One page ad in the event program
- Quote & photo from CEO to be printed in program
- CEO to be introduced at the event
- Name and logo on all table tent cards
- Listed as Title Sponsor in Event pre and post publicity
- Logo in event program
- Recognition in press releases
- Logo in 12 newsletters – 4,000 monthly digital distribution
- Two tables of ten at the event with prominent seating
- Race named for company in Lone Star Park program
- Photo taken with winning horse & jockey for your race

### **SIR BARTON \$7,500**

- Logo on invitations
- One half page ad in the event program
- Quote from CEO to be printed in event program
- Listed in event pre and post publicity
- Name on table at event
- Recognition in press releases
- Logo in 6 newsletters – 4,000 monthly digital distribution
- One table of ten at the event with preferential seating
- Race named for company in Lone Star Park program
- Photo taken with winning horse & jockey for your race

### **WAR ADMIRAL \$5,000**

- Logo and 1/4 page black and white ad in program
- Listed in event pre and post publicity
- Name on table at event
- Recognition in press releases
- Listing in 3 newsletters – 4,000 monthly digital distribution
- One table of ten at the event

### **SEATTLE SLEW \$2,500**

- Name in program
- Listed in event pre and post publicity
- Name on table at event
- Listing in 1 newsletter – 4,000 monthly digital distribution
- One table of ten at the event

### **CITATION \$1,500 - Available after April 19**

- Name in program
- Name on table
- One table of ten at the event