

AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, May 14, 2013
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021**

**Council Chamber Work Session 5:30 p.m.
Council Chamber 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.
- Discussion regarding the Forest Ridge Drive and Bedford Road sidewalk improvements.

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Zoning for Community/Group Homes.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to “Project Oatmeal”.
- c) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Block 2 Lot 4, Bedford Lake Addition.
- d) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Chandra Gupta.
- e) Pursuant to Section 551.074: personnel matters – to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Manager. **This item requested by Councilmember Nolan

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Senior Pastor Nosa Onaiwu, Arise & Shine Int’l Ministries)

PLEDGE OF ALLEGIANCE

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Proclamation recognizing the week of May 19 - 25, 2013 as Public Works Week.
2. Proclamation recognizing the week of May 19 - 25, 2013 as Emergency Medical Services Week.
3. Proclamation recognizing the Sketch-A-School Art Contest winners.

APPROVAL OF THE MINUTES

4. Consider approval of the following City Council minutes:
 - a) April 23, 2013 regular meeting

PERSONS TO BE HEARD

5. James Trigg, 1316 Wade Drive, Bedford, Texas – Requested to speak to the Council regarding an update on the zoning violation at 604 Donna.

OLD BUSINESS

6. Receive an update on the ordinance regarding Community/Group Homes.

NEW BUSINESS

7. Consider an ordinance amending Chapter 86 – Parks and Recreation of the City of Bedford Code of Ordinances by repealing it in its entirety and replacing it with a new Chapter 86 – Parks and Recreation; providing a penalty clause; providing for a severability clause; and declaring an effective date.
8. Consider an ordinance granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to furnish, transport and supply gas to the general public in the City of Bedford, Tarrant County, Texas, for the transporting, delivery, sale, and distribution of gas in, out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; repealing all previous Atmos Energy gas franchise ordinances; providing that it shall be in lieu of other fees and charges, excepting ad valorem taxes; prescribing the terms, conditions, obligations and limitations under which such franchise shall be exercised; providing a most favored nations clause, and a severability clause; and providing an effective date.
9. Consider a resolution accepting the nomination of Central Pool to be renamed the Roy Savage Pool at Central Park.
10. Consider a resolution authorizing the City Manager to enter into a contract with the law firm of Linebarger, Goggan, Blair & Sampson, LLP for the collection of delinquent court fees, fines and the associated court costs and to allow the imposition of a 30% collection fee on same pursuant to article 103.0031 of the Texas Code of Criminal Procedure.
11. Consider a resolution authorizing the City Manager to enter into agreements with Tech Logic for a Full Service Program Agreement, Self Checkout Software License Renewal and Extended Hardware Warranty in the amount of \$37,228.
12. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with Republic Services, Inc. for the modified micro-surfacing project in the Country Meadows subdivision.

13. Consider a resolution authorizing the City Manager to enter into a Contract with Viking Construction, Inc., in the amount of \$38,636 for the modified micro-surfacing project in the Country Meadows subdivision.

14. Report on most recent meeting of the following Boards and Commissions:

- ✓ **Animal Shelter Advisory Board - Councilmember Olsen**
- ✓ **Beautification Commission – Councilmember Turner**
- ✓ **Community Affairs Commission - Councilmember Boyter**
- ✓ **Cultural Commission - Councilmember Nolan**
- ✓ **Library Board – Councilmember Brown**
- ✓ **Parks & Recreation Board - Councilmember Davisson**
- ✓ **Senior Citizen Advisory Board - Councilmember Turner**
- ✓ **Teen Court Advisory Board - Councilmember Olsen**

15. Council member reports

16. City Manager/Staff Reports

17. 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, May 10, 2013 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

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



Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E.
Public Works Director

DATE: May 14, 2013

Work Session

ITEM:

Discussion regarding the Forest Ridge Drive and Bedford Road sidewalk improvements.

City Manager Review: _____

DISCUSSION:

At the request of the City Council at their April 23, 2013 regular Council Meeting, the Public Works Department identified the amount of sidewalks that would be required to connect the BRAC with the Library and then continuing to the Old Bedford School. There are sections of existing sidewalk along Forest Ridge Drive on the BRAC side; however, the missing sections of sidewalk are approximately 1,134 linear feet on the west side. The missing section on the north side of Bedford Road that would provide the connection from the Library to the Old Bedford School is about 717 linear feet.

There is existing sidewalk on the east side of Forest Ridge Drive from Harwood to Bedford Road. There is an existing controlled crossover at Lincolnshire that connects to the existing sidewalk on the west side of Forest Ridge Drive and the BRAC. The existing housing south of the BRAC has no adequate sidewalk access to the city facility. The pedestrians can proceed south to Bedford Road and then travel on the east side of Forest Ridge Drive back up to the Lincolnshire crossing to the BRAC.

Bid quotes have been received for sidewalks associated with a recent street project. The average bid for 4' wide sidewalk was \$5.69 per square foot or \$22.76 per linear foot installed. The barrier-free ramps average price was \$1,175.37 for each ramp installed.

Based upon the average prices in the recent publicly bid project, the cost to install the sidewalk and ramps along Forest Ridge Drive would be a minimum amount of \$36,400. The cost to install the sidewalk and ramps along Bedford Road would be a minimum amount of \$32,100. Please note that staff has not obtained any detailed design surveys for these two areas. The detailed surveys will provide information on items that might adversely impact construction cost: light poles, signs, utility poles, telephone pedestals, vaults and extreme grades in the cross slope that would require retaining walls, etc.

The projected total of construction cost for the two sections of sidewalk improvements is \$68,500. Engineering and survey services required would be an additional \$13,700. Funding for Forest Ridge Drive and Bedford Road Sidewalk Improvements will exceed the Maintenance – Sidewalk, Curb and Gutter budget in the current Street and Traffic General Fund (\$38,000).

ATTACHMENTS:

2013 BRAC Sidewalks



Proposed Sidewalk Project



 Proposed Sidewalks



Created By:
City of Bedford
Engineering Department

*NOTE: These datum are to be used for graphical representation only. The accuracy is not to be leveraged as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For the level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Bedford assumes no responsibility for the accuracy of said data.



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 05/14/13

Council Recognition

ITEM:

Proclamation recognizing the week of May 19 - 25, 2013 as National Public Works Week.

City Manager Review: _____

DISCUSSION:

Tom Hoover, Director of Public Works will be on hand to accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, public works services provided in our communities are an integral part of citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewer, streets, storm water, environmental, fleet maintenance, engineering and administration; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim May 19–25, 2013, as:

National Public Works Week

in the City of Bedford and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
14th day of May, 2013.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 05/14/13

Council Recognition

ITEM:

Proclamation recognizing the week of May 19 – 25, 2013 as Emergency Medical Services Week.

City Manager Review: _____

DISCUSSION:

Fire Chief James Tindell and Deputy Chief Bobby Sewell will be on hand to accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, Emergency Medical Services is a vital public service in the City of Bedford; and

WHEREAS, firefighter-paramedics of the Bedford Fire Department are ready to provide life saving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, our emergency medical services system consists of firefighter-paramedics, physician medical director, EMS educators, EMS field training officers, administrators, 911 operators and first responders; and

WHEREAS, Bedford emergency personnel also care for the community by teaching citizens life saving skills and the actions to take before emergency response personnel arrive at the scene; and

WHEREAS, under the direction of medical director, Dr. Roy Yamada, the men and women of the Bedford Fire Department are highly dedicated and strive to provide the highest quality in lifesaving care for the citizens of Bedford.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim the week of May 19-25, 2013, as:

Emergency Medical Services Week

With the theme, "EMS: One mission. One Team." I encourage the community to observe this week with appropriate programs, ceremonies and activities.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
14th day of May, 2013.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 05/14/13

Council Recognition

ITEM:

Proclamation recognizing the Sketch-A-School Art Contest winners.

City Manager Review: _____

DISCUSSION:

Each year, every third grader in the Hurst-Euless-Bedford Independent School District (HEB ISD) participates in the Heritage Education program at the Old Bedford School. One component of the program is the Sketch-A-School Art Contest, which provides the students an opportunity to reflect upon their visit and draw a picture of their most memorable moment from visiting the Old Bedford School. This is the 17th year of the contest and more than 300 poster entries were judged by the Heritage Education Docents with assistance from the staff at the Old Bedford School. From the entries, 1st, 2nd, 3rd Places, Most Creative, Most Original and Honorable Mention were awarded.

The award recipients will be at the meeting to be recognized.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, school children visit the Old Bedford School and are introduced to the Heritage Education Program in conjunction with their Social Studies curriculum to highlight the local community's history; and

WHEREAS, this marks the 17th year of the Sketch-A-School Contest and more than 300 posters were entered by Hurst, Eules, and Bedford ISD third grade students; and

WHEREAS, each poster illustrates the students most memorable recollection of the visit to the Old Bedford School and the following seven posters were chosen.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council ask the citizens of Bedford to join us in recognizing the following Sketch-A-School Contest Winners:

Camren Mobh	1st Place	Lakewood Elementary
Kiera Greeley	2nd Place	Meadow Creek Elementary
Sebastian Cordero	3rd Place	West Hurst Elementary
Allssa Patterson	Most Creative	Meadow Creek Elementary
Isaac Swan	Most Original	Donna Park Elementary
Kara Williams	Honorable Mention	Bell Manor Elementary
Karen Gutierrez	Honorable Mention	Bell Manor Elementary

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
14th day of May, 2013.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 05/14/13

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) April 23, 2013 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

April 23, 2013 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 23rd day of April, 2013 with the following members present:

Jim Griffin	Mayor
Michael Boyter	Council Members
Chris Brown	
Jim Davisson	
Patricia Nolan	
Sherri Olsen	
Roy W. Turner	

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Roger Gibson	Police Chief
Russell Hines	Building Official
Tom Hoover	Public Works Director
Mirenda McQuagge-Walden	Managing Director of Community Services
Jackie Reyff	Planning Manager
Bill Shelton	Public Works Superintendent
Bill Syblon	Development Director

WORK SESSION

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

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

Council discussed placing the following items on consent: 4,7,8,10,11 and 12.

Administrative Services Director Cliff Blackwell presented information regarding Item #7 and #8. These items were tabled at the February 26 Council meeting. Council's concerns were brought back to the Teen Court Advisory Board and language was added regarding the qualifications and tenure of student advisors. The new language states that a student advisory board member must either reside in Bedford, Euless, or Hurst, or attend an HEB ISD school and the student board member also must be between 14 and 19 years of age. A mission statement was added to the bylaws that reads, "Provide counsel to the Teen Court to guide and support students and parents, and positively connect with the community." In answer to a question from Council, Mr. Blackwell stated that private school students are included under the residency provision.

Mr. Blackwell presented information regarding Item #10, which addresses the selection of an alternate judge to preside over the municipal court in the absence of the presiding judge. The last time this issue was discussed was in 1996 when Don Davidson was appointed alternate judge. Mr. Davidson was never used and the City has since lost contact with him. Judge Tim Murphy is considering being out of

town for a teaching event within the next month and appointing an alternate judge requires a resolution of the governing body. According to the City's Code of Ordinances Sections 42.31 and 42.68, the municipal court judge may call upon a replacement and in addition, shall select two plea and two trial dockets to be presided over by the alternate judge. Staff is recommending a fee schedule of \$350 per docket based on the presiding judge's annual salary.

Public Works Director Tom Hoover presented information regarding Item #11, which is for the replacement of a truck that was severely damaged in an accident. Insurance totaled the truck and gave the City \$9,350. The Department is currently using Unit 210 as a backup, which is about 20 years old and is a high maintenance type of truck. The truck being replaced is used to do meter rereads for utility billing which involves a lot of miles and short stops. Therefore, staff is recommending going to a smaller truck in order to be more energy efficient. The total impact with the insurance payment is \$14,297. In answer to questions from Council, Mr. Hoover stated that the person driving the truck will also perform repairs to meters and will carry tools and parts in the truck. Further, some of the larger meters are in vaults requiring it to carry a ladder as well. The mileage on Unit 210 is approximately 164,000 miles.

Mr. Hoover presented information regarding Item #12. Tarrant County requested that the City participate in a joint effort for West Nile mosquito surveillance and response. This is something the City is currently doing on its own. The County started this program to get more entities involved. There will be permanent traps set in fixed locations with one floater and the County will provide all of the equipment. The City will count the mosquitoes, put them in a container for freezing and one sample a week will be sent to the County who will check for the virus. To date, this year, there have been no positive tests. The City is currently sending in mosquitoes to the Health Department and this program would save the City money as they would not have to buy the traps. In answer to questions from Council, Mr. Hoover stated the County determined that five samples across the City were enough. In regards to increased education, he stated that the Department has provided a lot of information at homeowner association meetings and there will be a presentation at the Senior Center. In regards to having a plan in place and being more proactive, he stated that the City has already started treatment and cleaning up of low-lying areas. He further discussed limitations with the use of larvacide and fish.

Mayor Griffin adjourned the Work Session at 5:45 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:

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to "Project Oatmeal".**
- b) Section 551.071, consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter re: Bedford Forum Addition development regulations.**
- c) Pursuant to Section 551.074: personnel matters – annual performance review of the City Manager.**
- d) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Block 2 Lot 4, Bedford Lake Addition.**

Council convened into Executive Session pursuant to Section 551.087, deliberation regarding economic development negotiations relative to "Project Oatmeal", Section 551.071, consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter re: Bedford Forum Addition development regulations, Section 551.074: personnel matters – annual performance review of the City Manager and Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Block 2 Lot 4, Bedford Lake Addition at 5:47 p.m.

Council reconvened from Executive Session at 6:29 p.m. Council did not finish the Executive Session and will convene again at the end of the meeting.

Council convened into Executive Session at 10:17 p.m.

Council reconvened from Executive Session at 11:15 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 6:34 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin 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

Nobody chose to speak during tonight's Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Brown, seconded by Councilmember Turner, to approve the following items by consent: 4,7,8,10,11 and 12.

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

COUNCIL RECOGNITION

1. Proclamation declaring May 2013 as Motorcycle Safety Awareness Month in the City of Bedford.

Mayor Griffin read a proclamation declaring May 2013 as Motorcycle Safety Awareness Month in the City of Bedford. Members of the Patriots Motorcycle Club were on hand to accept the proclamation.

2. Proclamation recognizing the week of April 21–27, 2013 as National Crime Victims' Rights Week.

Mayor Griffin read a proclamation recognizing the week of April 21–27, 2013 as National Crime Victims' Rights Week. Police Chief Roger Gibson and Crime Victims' Coordinator Lucy Amphay were on hand to accept the proclamation. Chief Gibson stated that Ms. Amphay represents the cities of Hurst, Euless and Bedford and is an integral part of what all three cities try to accomplish, particularly in regards to domestic violence and repeat victimization. He stated that he is proud of her and others in her capacity.

3. Employee Service Recognition

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

William Shelton, Public Services – 5 years of service

APPROVAL OF THE MINUTES

4. Consider approval of the following City Council minutes:

- a) April 4, 2013 special meeting**
- b) April 9, 2013 regular meeting**

This item was approved by consent.

PERSONS TO BE HEARD

5. Gary Morlock, 2910 Wayside Drive, Bedford, Texas - Requested to speak to the Council regarding the Community Affairs Outreach Meeting on "School Safety" to be held on Tuesday, May 7, 2013.

Gary Morlock, 2910 Wayside Drive – Mr. Morlock currently serves on the Community Affairs Commission as Secretary. The purpose of the presentation was to review the next Commission sponsored event, an outreach meeting on May 7 regarding school safety. He thanked Rebecca Asher, the Marketing Specialist, for the pamphlet for the event. The two speakers will be Steven Chapman, the new superintendent for HEB ISD, and Technical Sergeant Randy Gardner representing the Police Department. The event will be held at 7:00 p.m. on May 7 at the old library and will be open to residents, businesses and faith-based organizations. This event was featured in the Bedford Connection and the flyer was handed out at the Energy Smart Expo the previous weekend. He stated that the event was organized after the school shooting in Newtown and that Bedford residents should expect an update from the School District and the Police Department on school safety enhancements. Last Tuesday, the School District approved a \$300,000 package for safety recommendations including safety upgrades at schools. He, Chairperson Steve Grubbs and Ms. Asher met with Mr. Chapman and his staff to confirm the meeting agenda and the promotion plan. Ms. Asher will be promoting the event on social media and doing a press release. He stated that the meeting is an opportunity to review school safety plans and recommendations with residents and that the Commission is excited to coordinate the meeting. He thanked Council liaison Councilmember Boyter and staff liaison Deputy City Manager David Miller.

OLD BUSINESS

6. Public hearing and consider an ordinance amending the City of Bedford Zoning Ordinance, Ordinance No. 2275, by amending Section 4.17 "CSED" Cheek-Sparger Entrance District; by amending Section 4.18 "HC" Highway Corridor Overlay District; by removing all references to the "CSED" Cheek-Sparger Entrance District from the Zoning Ordinance; by amending the official Zoning Map of the City of Bedford to designate the expanded "HC" Highway Corridor Overlay District; providing a revised Zoning Map illustrating the change in district as attachment "A"; providing attachment "B" being the text amendments to the Zoning Ordinance; providing a severability clause; providing a penalty and enforcement clause; and providing an effective date. (Tabled at the March 26, 2013 Council Meeting)

Planning Manager Jacquelyn Reyff presented information regarding this ordinance. She first discussed the Development Department's efforts to contact the public. In February, they notified over 1,200 property owners for the Planning and Zoning Commission meeting on February 28. They were contacted by 51 people and during the meeting, 11 people signed up to speak and seven people spoke. During the Council meeting on March 26, four people spoke. On April 4, the Department sent a courtesy letter to the seven people who had spoken at the February 28 Commission meeting. The Department further scheduled a meeting at the Old Bedford School, which was attended by 42 people. Audience concerns included eminent domain, which cannot be used to take peoples' homes per the City Charter, taking residential homes off of the Overlay District Map, and that having homes in the District would decrease property values. Information on the District was included on the City's website and published in the newspaper.

Ms. Reyff and Development Director Bill Syblon presented information showing a side-by-side comparison of the changes to the ordinance. (A copy of this presentation is available in the City Secretary's Office.) Significant changes included the following:

- Section 4.18.D Prohibited Uses – passenger bus terminal was stricken.

- Section 4.18.F Height and Area Regulations – language was stricken that gave relief to businesses for the taking of right-of-way; however, language was put back in regarding 30 foot front yard setbacks.
- Section 4.18.G Parking Regulations and Traffic Circulation – language was added to grant staff the ability to bring an item to the Planning and Zoning Commission even if cross access was unable to be made due to the taking of right-of-way. Further changes include that the traffic circulation plan shall identify vehicular and pedestrian connectivity.
- Section 4.18.H Landscaping and Screening Regulations – landscaping requirements for residential properties was removed.
- Section 4.18.I Development Standards – language was added allowing for additional signage during construction periods. Language was also added that drive-throughs for banks and financial offices shall be at the rear of the property.
- Section 4.18.K – Non-Conforming Situations – this item was created in 1998 and would require properties to come into compliance with the standards by 2003. This language was taken out and language added referencing existing language in Section 2.3 of the Zoning Ordinance.
- Section 4.18.L Underlying Residentially Zoned Districts – language regarding maintenance agreements was removed as it would be more efficient to enforce these requirements through Code Enforcement as opposed to a contractual agreement.

In answer to a question from Council regarding maintenance agreements, it was stated that through Code Enforcement practices, a property could be cited for not being in compliance with landscape requirements. There was discussion regarding if removing the maintenance agreement would remove the City's intention that it has high expectations and send a message that the City is serious with properties coming into compliance with regulations. City Attorney Stan Lowry stated that this language was removed by his suggestion and that it would be better to have an ordinance provision than a contractual agreement, which would have to be enforced as a breach of contract. There was discussion regarding current buildings not having to come into compliance with the Overlay; adding language to change what is currently out there that the Council does not like; not dictating to businesses that are currently there to change the way they look; looking long-term; redevelopment; and issues related to businesses coming into compliance if they make any change to their building.

Planning Consultant Dan Boutwell presented information regarding Section 2.3, Nonconformities of the City's Zoning Ordinance. He stated that this situation deals with non-conforming structures and if somebody comes in and enlarges the footprint of the building, they would need to come into compliance with the ordinance. If it were not physically able to come into compliance, it would need to get a variance on area requirements. Variances cannot be given on land uses. If a building is destroyed or adds a room, it would lose its legal non-conforming status. In answer to questions from Council, Mr. Boutwell stated that zoning goes with the land, not with the occupant. He stated that the landscape ordinance speaks to the maintenance of landscape, irrigation systems and plants; if plants die, they have to replace them according to the original landscape plan. In the Overlay District, each site would be required to have a landscape plan. In answer to a question from Council on whether a building would have to comply with the Overlay District if it were destroyed and rebuilt on the same footprint, it was stated that if it was destroyed by 50% or more, it would have to comply with the new standards.

Mayor Griffin opened the public hearing at 7:18 p.m.

Bob Archer 724 Kentwood Circle – Mr. Archer stated that it was important that before Council voted, that they hear a summary of concerns. At the meeting on Friday, City staff did a good job of explaining some of the background and clarifying people's concerns particularly regarding eminent domain. He stated that every communication has been misleading in that it states this Overlay District does not apply to residential. Residential is affected by this ordinance and that the area above Queens Way is strictly residential. He understood the purpose of the District for enhancing the appearance of Bedford, attracting businesses and tax revenue. Where he lives is 1,000 feet from the highway, and the northern extension of the District is 1,200 feet, from the highway and is not visible from the highway. A scenario was discussed at the meeting on Friday that if the area was included in the District, then they and the City would be protected in that, if a developer does come in and wants to rezone it commercial, they have to comply with the new standards. His neighborhood is not along the highway and this ordinance puts them in a more visible way. The reason his neighborhood was included in the District was because

it was part of the long-term Bedford land use plan. He stated that associating the words “Highway Corridor Overlay” was alarming to potential home buyers. He discussed the benefit of eliminating the risk of somebody rezoning residential property to commercial and building to the old requirements and asked why then does it not apply to every resident. It appeared that this ordinance makes it one step closer for his neighborhood to be rezoned commercial. Intent was very important and that the ordinance defines “highway overlay” but does not provide what the intention was for including his neighborhood in the District. Courts have held that if the legislature wants to prevent intent, then it needs to be specified more clearly. Whatever Council’s intent for his neighborhood being treated differently needs to be clear in the ordinance. Every communication has suggested they are not affected because they are residential but there is no answer as to why they then were included in the District. He stated that being part of a long-term land use plan is not an answer. He asked why this ordinance and why now. He discussed that a future re-zoning attempt would require another public hearing and ordinance. Further, if Council wanted an ordinance requiring that a residential property turned into a commercial property comply with these standards would also require another public hearing and ordinance. He asked why this would only apply to his neighborhood and discussed the perception of their neighborhood being included. He asked that his neighborhood be removed from the District and if not, then to define the intent of why it was included.

Betty Moody 720 Saddlebrook Drive South – Ms. Moody stated that she was speaking on behalf of many residents included in the District. The stated purpose of the District was to provide a set of standards applicable to future development and redevelopment along the highway corridors. Many residents in the District or within 200 feet of the District do not want their property considered for future development or redevelopment. Residential properties on Kentwood Circle back up to the City of Hurst and would not be in the District; it would have no jurisdiction of those properties that face Brown Trail and therefore, it would not seem to matter that they be in the District either. Residents were told that the source of the boundaries were drawn up from the Comprehensive Land Use Plan, which shows how the City plans to utilize land at the time of build-out. The Plan states the best use of property adjacent to the Highway is commercial; however, residents do not want their properties impacted because they were included in the District. Most residents in the District want to be removed from it and want to know that their property is not being looked at for future development. There are vacant spaces and buildings along the Corridor that need to be filled with commercial businesses. The District is to set standards to protect and enhance the appearance of the corridors. It was understood that the standards do not apply to residential properties; however, they could not possibly enhance the appearance of the corridors since they cannot be seen from them. Another purpose of the District is to promote the unique character of the City and that all citizens want a prosperous City. She stated she was confident that the Council can find a way to prosper the City that is not at their expense. If they remain within the District, residents may not be encouraged to make improvements to their properties and that they will start to run down. Being in the District would not protect or enhance their property values. If in the future they are offered a sum of money and the land was rezoned, it would not compensate for their losses. Most of the residents are older citizens that want to remain in their homes. They would have to pay taxes on the purchase price of their homes and as their property taxes have been frozen, it is in their best interest that they remain in their homes. Many residents feel their property will lose value if they remain in or within 200 feet of the District. She stated that many residents are senior citizens and do not want to spend month after month attending Council meetings to see what action the Council may take. They appreciate the recommendation of the Planning and Zoning Commission and staff that residential properties be removed from the District. She asked that the Council remove the residential properties, from Queens Way north and from Brown Trail east to Stratford, out of the District.

Robert Bradley, 705 Saddlebrook Drive South – Mr. Bradley stated that the issue he has with the map is that it shows the District boundaries coming up into Mayfair Hills and it would go to his back property line. His property is residential and has been for 32 years. The area from Highway 183 to Harwood Road and the area from Stonegate to Brown Trail are residential. He reminded the Council that government laws are of the people, by the people and for the people and to take that into consideration when voting to change property from residential to commercial.

Matt Eiserloh 1004 Carousel Drive – Mr. Eiserloh stated that unlike the previous speakers, he would like to speak on business and congratulated the Council on some economic development success. There was tremendous opportunity along Highways 121 and 183 for development and he encouraged the

Council to have the courage to have businesses do the things that Council wants them to do. These businesses serve as the entrances to the City and provide the image that the City wants; this is a great opportunity to help these businesses to understand the importance of that. The City should expect these businesses to do the things that it wants including landscaping and that they would be willing to support these things. He asked that the Council have the courage to ask these businesses to comply with the regulations and enforce them as necessary.

Al Zim, Colleyville – Mr. Zim stated that he has been in business in Bedford for 35 years and he has learned that those that do not study history are doomed to repeat it. The Planning and Zoning Commission and the Council have concocted a plan and it has always been a situation where the City has not profited by them. He asked that before Council does anything, that they look at past rezoning plans and what a dismal failure they have been for the City; if they were to do so, they would not be pursuing what they are doing. He stated that in his opinion, time has passed on Highway 183; the Bedford Forum area cannot be filled, there are vacancies and if this were a viable place to do businesses, people would be doing it. If Council goes on with this plan, it would stifle growth on Highway 183 and surrender viability to places in the north, namely 1709. The City did not contact Mercedes Benz along Highway 183 and that they would not take kindly to the restrictions. He stated that he has a “crappy” building and if there are these restrictions, it will remain so.

Coy Quine, 301 South Sherman Street, Richardson - Mr. Quine's group owns the Cimarron Plaza Shopping Center. He stated that every time Council changes an ordinance, they have to go back to the drawing board to see what Council is going to do to their shopping center. If they lose a building because of a catastrophe, it will kill them. They own five of the eight parcels at the Center. He discussed issues related to the Burger King and a pipeline under the Center. It was his understanding that the way this ordinance and the legal non-conforming ordinance are written, each piece of property has to stand on its own. One piece of their property is legally non-conforming because it does not meet the parking regulations. If they were to lose this property, there would be problems meeting the 30-foot landscape setback, which would cause them to close the fire lane and the entrance to the Burger King. They would lose parking spots, putting them in conflict with the development agreement regarding parking spaces on each parcel. If they lose another building, in order to meet the landscaping and other requirements, they would have to tear down 5,000 square feet of the building. They bought the center predicated on a return and the number of square feet. Insurance would not give them a return on their investment and he asked that Council give them the possibility of rebuilding their facility as it sits on the current footprint. They have spent \$750,000 remodeling the center. If they lost any of their buildings, they could not go back to their Xeriscape landscaping. The Albertsons, Mexican Inn or Burger King, which they do not own, are developing their pads in the existing zoning. They are not being given the chance to rebuild the Center that they have now and asked that they be given the ability to rebuild the existing pad. He also requested clarification on the restricted uses including dry cleaners and bakeries. The Cheek Sparger corridor worked very well but it was not developed. He stated that if you are running a business, especially if you own real estate and are renting it, your return is predicated on what you are able to rent it for and if you have to spend money, it comes out of your cash flow.

Randy Leal, 2404 Bedford Circle – Mr. Leal stated that he has two businesses in Bedford, one of which is a pest control business in the corridor and is on the prohibited use list. He is concerned if they want to expand on the property and asked that the Council allow pest control to be along the freeway.

Mayor Griffin closed the public hearing at 8:01 p.m.

There was discussion regarding different maps for the District; the Planning and Zoning Commission's recommendation to Council for a District map that shows no residential property; that the original Cheek Sparger Overlay District invoked a 200 foot perimeter and that a 200 foot perimeter was to be applied to Highway 183; that when the District map was created, one of the maps it utilized was the Comprehensive Land Use Plan Map, which included the section that juts up along Brown Trail; that based on the Commission's recommendation, there is no residential property in the District map; that for tonight's Council meeting, the map being considered does not contain residential pieces of property in the Overlay; that another piece of property on Highway 121, zoned residential but undeveloped, is included because the Comprehensive Land Use Plan shows it to be commercial; and that it is being proposed that residential properties along Highway 121 be taken out.

There was discussion regarding the intent behind including the residential areas was to protect the properties; that the residential properties are protected by other regulations; that the intent was if residential properties would ever become commercial, that it would look like Highway 121; that there would be additional opportunities in the future to take action or add teeth to other districts to make these regulations City-wide; that the exemption for residential areas is found in Section 4.18.L; raising standards City-wide; and whether the District would cause properties to be adversely affected or stifle growth.

In answer to questions from Council, it was stated that the notice to the Mercedes Benz property would have been sent to the property owner, not Mercedes Benz. In regards to prohibited uses, a dry cleaning plant would be considered an industrial plant and bakeries would be a large, wholesale-type uses with warehouses.

There was discussion regarding reassuring residents that there is recourse through the Planning and Zoning Commission and the Council should a developer come in and encouraging residents to voice their opinions to Council. There was discussion regarding potential relief for shopping centers; that this issue is larger than just the District; issues related to parking for shopping centers that have separate ownership; that staff has interpreted the ordinance to allow for parking to be on an adjacent piece; that staff is working on language to allow parking lots in multi-use shopping centers to be calculated as a premise; and, that in regards to a building being destroyed, language could be added to the non-conforming use section that may allow flexibility for the Zoning Board of Adjustment to allow the percentage level to drop. There was discussion regarding a clause from 2010 to help shopping centers in case of destruction that was taken out as it adversely affected businesses negotiations with TxDOT; that there are currently 14 businesses still in negotiations with TxDOT; that there had been the thought that such a clause could be added once the negotiations were completed; that the clause in question was to allow businesses to exist as non-conforming regardless of what TxDOT took off of their property; that there was never a clause to address if a building was destroyed by 50% or more; that the clause regarding 51% is in Section 2.3 of the Zoning Ordinance and that it is incorporated in the District by reference; whether having that clause in the Ordinance would adversely affect the properties that are currently in negotiations; and whether such a clause should be incorporated into the District now and to address City-wide at a later time. In regards to landscaping, there was discussion that if a new development cannot meet the requirements, they can bring an alternate plan for approval. There was discussion that if Mr. Quine's property was to be destroyed by 50% or more, he could not build back under the existing language; and that staff is looking at allowing all shopping centers to be considered a "premise" for landscaping and parking, which means the whole site would have to be destroyed by more than 50%. There was discussion regarding the intent of the District being to bring the standard of Bedford up to what it used to be and bringing improvements to things that are declining; concerns regarding passing the District due to confusion and possible adverse effects; that what is being considered excludes residential areas; that the issue with Mr. Quine has to do with Section 2.3 of the Zoning Ordinance and staff bringing back improvements to that Section; and concerns regarding the 14 properties being interfered with in their negotiations with TxDOT.

Motioned by Councilmember Turner, seconded by Councilmember Brown, to approve an ordinance amending the City of Bedford Zoning Ordinance, Ordinance No. 2275, by amending Section 4.17 "CSED" Cheek-Sparger Entrance District; by amending Section 4.18 "HC" Highway Corridor Overlay District; by removing all references to the "CSED" Cheek-Sparger Entrance District from the Zoning Ordinance; by amending the official Zoning Map of the City of Bedford to designate the expanded "HC" Highway Corridor Overlay District; providing a revised Zoning Map illustrating the change in district as attachment "A"; providing attachment "B" being the text amendments to the Zoning Ordinance; providing a severability clause; providing a penalty and enforcement clause; and providing an effective date.

Councilmember Turner amended his motion that the map would not contain residential areas and that Section 4.18.L be removed. The amended motion was seconded by Councilmember Brown.

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

Council took a break at 8:53 p.m. and reconvened at 9:03 p.m.

- 7. Consider a resolution amending Section 1 of the Interlocal Agreement between the cities of Bedford, Euless and Hurst for the combining efforts for the provision of a Teen Court Program in Municipal Court. (Tabled at the February 26, 2013 Council Meeting)**

This item was approved by consent.

- 8. Consider a resolution amending Article 1, Section 1.02 and adding a mission statement to the H.E.B. Teen Court Advisory Board Bylaws**

This item was approved by consent.

NEW BUSINESS

- 9. Public Hearing and consider an ordinance amending the City of Bedford Zoning Ordinance, Ordinance No. 2275 Section 5.5 Screening Requirements, specific to Section 5.5.B(1), Fences Abutting Incompatible Districts; providing that this ordinance shall be cumulative; providing a severability clause; providing a savings clause; providing a penalty clause; and providing an effective date.**

Planning Manager Jacquelyn Reyff presented information regarding this ordinance. This is to add language to the Section 5.5B (1) Fences Abutting Incompatible Districts stating that the removal of a masonry wall or fence by the residentially zoned property will not cause the adjacent commercial or industrial property to be non-compliant. Further, replacement, changes or alterations greater than 50% of an existing fence on a commercial or industry property must comply with Section 5.5B. She stated that it was the consensus of the Council at their March 12, 2013 meeting to put this item on a regular Planning and Zoning Commission agenda. The Commission discussed this item at their March 28, 2013 meeting and voted 4-3-0 to deny. She stated that those voting for denial were of the opinion that the additional language was not necessary because the existing language was clear while those voting in opposition felt the additional language would help clarify in situations like this. The president of the Stonecourt Subdivision HOA spoke at the meeting in favor of this item. Ms. Reyff stated that per the Zoning Ordinance, if the item has been denied by the Commission, for the item to be effective would require a three-fourths vote of the Council.

There was discussion regarding the history of this item; that the Stonecourt subdivision was issued a permit for a wood fence, which was subsequently pulled; that the costs for a wood fence was \$84,000 compared to \$500,000 for brick and mortar fence and \$300,000 to rebuild the fence as is; and that the president of the subdivision's HOA had come to Council asking for relief for this individual case. There was discussion regarding the Commission meeting and whether they were aware of what Council was trying to do; that just amending the subdivision's Planned Unit Development (PUD) would put the commercial properties out of compliance; sending this item back to the Commission with specific reasons why it was being done and why amending the PUD would not accomplish it; that this item was to help commercial properties not be non-compliant; that Stonecourt would have to amend their PUD, which would come before the Commission and the Council; what the regulations are if less than 50% of the fence falls down and that it is still a requirement to have masonry fence between incompatible districts; that there are properties in the City where a commercial or industrial district abuts a lot zoned residential but not being utilized as residential; escrowing of money including whether escalation for costs are built in; language that was included for situations in the past and whether they have relevancy now; confusion over this issue; whether the Commission knew what Council's intent was; the Commission's discussion that the City would have to come back to this scenario time after time; and cleaning up the Ordinance for items that may no longer be applicable such as escrowing of funds.

Mayor Griffin opened the public hearing at 9:22 p.m.

Al Zim, Colleyville, Texas – Mr. Zim owns the property at 1916 Reliance Parkway. He stated that the masonry fence has been ripped down between his property and the subdivision. He has spent \$1,000 in speaking with the City about this problem through his attorney and he received nothing in return and that nobody has sent him anything regarding this situation. There are children that live in the subdivision

that play on his property and he has written a certified letter to the City that if any child is hurt while the fence is down, he would hold the City directly responsible jointly and severably. His next step is going to be to put up some "no trespassing" signs on his property and he will handcuff a child and bring them to the Police station. He granted permission to use his property to enter into the fire door to go to the back of the subdivision but that he does not have to maintain it. In answer to questions from Council, Mr. Zim stated that the subdivision took the fence down and that they started putting a wooden wall behind Atmos Energy. He also stated that there is a wall that is open into a municipal area that has a chain link fence with barbed wire.

Mayor Griffin closed the public hearing at 9:27 p.m.

There was discussion on sending this item back to the Commission; whether Council was doing this solely for the subdivision's fence and if this condition did not occur, would they be doing this; that staff was directed by Council to find a solution to this issue; that staff has talked with Mr. Zim and his attorney and understood his issues; and that the subdivision has put in an application for an amended PUD to allow for something other than a masonry fence, which will go to the Development Review Committee, to the Commission and then to Council. There was further discussion regarding the Council having the opportunity to keep neighborhoods and HOAs having nice stone masonry frontages; that a situation arose where one property owner took down their stone fence and there was nothing to prohibit them from doing so; and that when Council went to vote on this issue, it opened up a can of worms and nothing has been done on the other fence.

There was discussion on whether there will continue to be a dilapidated fence if this item does not get approved; that when the permit was originally issued, the subdivision removed a small portion of the fence; that if this is voted down, the subdivision has the opportunity to go before the Commission and apply for an amendment to the PUD to put up wood fence in that particular area; and that this ordinance was to clarify the language that was already there so there would not be misinterpretation in the future.

Motioned by Councilmember Brown, seconded by Councilmember Turner, to move this item to the Planning and Zoning Commission.

There was discussion regarding the original PUD allowed for a partial wood fence and partial masonry fence; that the subdivision replaced a lot of the old wood fence with new wood fence; the subdivision collecting monies for maintenance issues; escrowing money to build a masonry wall; that whether or not this item is passed, the subdivision is out of compliance until they amend their PUD; whether there is fault and liability on the part of the City; and that the costs of the fences discussed earlier was to encircle the whole property and that the amount of fence needing replacement is 200 linear feet, with total amount of masonry fence being 6,700 linear feet.

Motion failed 3-4-0. Mayor Griffin declared the motion failed.

Voting in favor of the motion: Mayor Griffin, Councilmember Turner and Councilmember Brown.

Voting in opposition to the motion: Councilmember Boyter, Councilmember Davisson, Councilmember Olsen and Councilmember Nolan.

Motioned by Councilmember Olsen, seconded by Councilmember Nolan, to approve an ordinance amending the City of Bedford Zoning Ordinance, Ordinance No. 2275 Section 5.5 Screening Requirements, specific to Section 5.5.B(1), Fences Abutting Incompatible Districts; providing that this ordinance shall be cumulative; providing a severability clause; providing a savings clause; providing a penalty clause; and providing an effective date.

Motion failed 2-5-0. Mayor Griffin declared the motion failed.

Voting in favor of the motion: Mayor Griffin and Councilmember Turner.

Voting in opposition to the motion: Councilmember Boyter, Councilmember Davisson, Councilmember Olsen, Councilmember Nolan and Councilmember Brown.

Motioned by Councilmember Boyter, seconded by Councilmember Davisson, to deny an ordinance amending the City of Bedford Zoning Ordinance, Ordinance No. 2275 Section 5.5 Screening Requirements, specific to Section 5.5.B(1), Fences Abutting Incompatible Districts; providing that this ordinance shall be cumulative; providing a severability clause; providing a savings clause; providing a penalty clause; and providing an effective date.

Motion approved 4-3-0. Mayor Griffin declared the motion carried.

Voting in favor of the motion: Councilmember Boyter, Councilmember Davisson, Councilmember Olsen and Councilmember Nolan.

Voting in opposition to the motion: Mayor Griffin, Councilmember Turner and Councilmember Brown.

10. Consider a resolution appointing one or more qualified persons to serve as an alternate judge temporarily in the absence of the municipal court judge for the City of Bedford, Texas.

This item was approved by consent.

11. Consider a resolution authorizing the City Manager to purchase a replacement 2013 Ford F-150 in the amount of \$22,979.78 from Sam Pack's Five Star Ford through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Agreement.

This item was approved by consent.

12. Consider a resolution authorizing the City Manager to enter into an Interlocal Cooperation Agreement between the City of Bedford and the County of Tarrant for the purpose of implementing a West Nile Virus Mosquito Surveillance and Response Program.

This item was approved by consent.

13. Discussion and possible staff direction regarding the use of budgeted sidewalk funds. **This item requested by Councilmember Brown

Councilmember Brown requested this item be placed on the agenda for discussion. He stated that Council recently discussed concrete repairs at Fire Station #3 and during that discussion, sidewalk money was available but no projects identified with that money. He wanted to bring this to Council to see if they could identify a project. There are two that he had in mind including connecting the sidewalk on the west side of Forest Ridge Drive and a sidewalk connecting the Library to the Old Bedford School at a price of \$36,000. He stated he would like to price out the Forest Ridge Drive sidewalk, compare it to the cost of the sidewalk connecting the Library to the OBS and then decide if Council wants to spend the money on either one of these projects. He stated that there is currently \$38,000 in the fund. There was discussion on the pricing; that the \$36,000 for the Library to the Old Bedford School was a two year old estimate; and safety and traffic. Council was of the consensus for staff to look at the pricing for the two projects and bring it back to Council at a future date.

14. Report on most recent meeting of the following Boards and Commissions:

✓ **Animal Shelter Advisory Board - Councilmember Olsen**

Councilmember Olsen reported that the recent Pet Fair set the record for the most vendors and it was another example of the team that works so hard putting it together. There were 12 animals adopted at the event.

✓ **Beautification Commission – Councilmember Turner**

Councilmember Turner reported that after the last meeting, where funding a lunch for the Clean Up Bedford Day volunteers was discussed, \$425 was donated, which will be put in reserves for the Council to decide how to use the money in the future. One consideration has been to put it in the Beautification

Commission to fund future lunches. Cheddar's has come forward to feed the volunteers between 1:00 p.m. and 3:00 p.m. on Saturday, which does not involve City money and comes from donations from the community.

✓ **Community Affairs Commission - Councilmember Boyter**

Councilmember Boyter complimented the Commission for bringing events to the citizens. He reported that coming off of the Energy Fair, the next event is a school safety meeting at 7:00 p.m. on May 7 at the old library. Discussion will include how residents and businesses could be impacted by an incident or emergency, crisis plans, secure building entrances, background checks on volunteers and strong relationships with local law enforcement.

✓ **Cultural Commission - Councilmember Nolan**

Councilmember Nolan reported that the Commission met the previous night and they are having an "Arts Talk" event on June 10, which will bring all the different arts groups together to create a sense of connectivity. There is a "cultural crawl" planned for October, probably under a different name.

✓ **Library Board – Councilmember Brown**

No report was given.

✓ **Parks & Recreation Board - Councilmember Davisson**

No report was given.

✓ **Senior Citizen Advisory Board - Councilmember Turner**

No report was given.

✓ **Teen Court Advisory Board - Councilmember Olsen**

Councilmember Olsen reported that the Scholarship Banquet is this Thursday at the Hurst Conference Center. She stated that there is an opportunity to partner with Papa John's on Harwood Road and that on the first and third Thursdays of each month, they will donate 20% of an order to Teen Court, provided that the person tells them that the order is in sponsorship of Teen Court. The first two dates are May 2 and May 16.

15. Council member reports

No other reports were given.

16. City Manager/Staff Reports

a) Update on Persons to be Heard: Traffic study on Memphis Drive.

Tom Hoover updated Council on traffic issues on Memphis Drive and a request for a 20 mph speed limit. He stated that a traffic study was performed to find out what was happening on the street and based on the concern that traffic was going too fast for the children living and playing there. The average speed was 26 mph going eastbound and 24 mph going westbound. The requirements to establish speeds on roadways are set by the American Association of State Highway and Transportation Officials and the Manual on Traffic Control Devices. These state that the speed of the road should be set at the 85th percentile and then five miles on either side of it. Based on this, the speed limit should be posted between 24 and 38 mph, and he recommended leaving it at 30 mph. He talked to Mr. Deere regarding this issue and that "Slow, Children at Play" signs could be put up, which were installed three weeks later. After a couple of weeks, Mr. Deere again expressed his concerns that the 20 mph issue was not being addressed. He and Deputy City Manager David Miller met with Mr. Deere to discuss the issue. He stated that a 20 mph zone could not be enforced as it would be considered a speed trap. He told Mr. Deere that there were three things that they could do including

rumble strips, a mobile speed monitoring trailer and an increased presence of the Police Traffic Division. Road humps would not comply with the City's ordinance. The trailer did come and it proved up that the speeds were matching with the traffic study. On the morning of Friday, March 22, there were three vehicles with a maximum speed of 25 mph. That afternoon, with the release of school, there were 41 vehicles with a maximum speed of 32 mph. On the afternoon of Monday, March 24, there were 49 vehicles with a maximum speed of 31 mph. One problem with the rumble strips might be complaints about the noise. They could be treated like road humps in that Mr. Deere could get 80% of his neighbors to agree that rumble strips are what they want.

There was discussion that Mr. Deere's issues are related to children playing in the street; that his daughter and grandchild live across the street; staff reaching out to parents of the kids through door hangers; that there is no indication that the street is being used for a cut through; that school zones are usually within 300 feet of school property; and that there have been complaints regarding the rumble strips on Cummings Drive.

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

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

ADJOURNMENT

Mayor Griffin adjourned the meeting at 11:16 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: See below

DATE: 05/14/13

Persons to be Heard

ITEM:

- a) James Trigg, 1316 Wade Drive, Bedford, Texas – Requested to speak to the Council regarding an update on the zoning violation at 604 Donna.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

From:

Sent: Monday, May 06, 2013 8:52 AM

To: Wells, Michael

Subject: Person to be heard.

Please add me to the agenda for the City Council meeting on May 14th as a person to be heard.

Thank you.

James Trigg
1316 Wade Dr.
Bedford 76022
214-202-4751

From:

Sent: Monday, May 06, 2013 9:00 AM

To: Wells, Michael

Subject: Preson to be heard.

Sorry I forgot to tell you the subject of my presentation is an update on zoning violation at 604 Donna Lane.

James Trigg



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 05/14/13

Councilmember Reports

ITEM:

Receive an update on an ordinance regarding Community/Group Homes.

City Manager Review: _____

DISCUSSION:

Mayor Griffin will present an update on an ordinance regarding Community/Group Homes.

ATTACHMENTS:

N/A



Council Agenda Background

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

DATE: 05/14/13

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

ITEM:

Consider an ordinance amending Chapter 86 – Parks and Recreation of the City of Bedford Code of Ordinances by repealing it in its entirety and replacing it with a new Chapter 86 – Parks and Recreation; providing a penalty clause; providing for a severability clause; and declaring an effective date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In order to allow for off leash use at the new Bark Park, staff and the Parks and Recreation Advisory Board (Park Board) reviewed Chapter 86 – Parks and Recreation of the City of Bedford Code of Ordinances. This Chapter was last amended in 1990. Based upon the time since the Chapter was last amended, the need to fix some grammar/formatting problems in the document as well as to address various requests the Park Board, City Attorney and staff reviewed the Chapter in its entirety.

The proposed changes result from the items approved by the Park Board.

In addition to grammatical and formatting, the following lists the significant changes to the ordinance:

- **Section 86-6. (1) Firearms**
The City Attorney recommended the removal of the phrase, “Carry or possess at any time firearms of any description.” This recommendation was made because the City is preempted in this matter. Preempted means that a higher government (state or federal – in this case the state) has completely spoken in this area and that a city is limited in the regulation it can pass. It is already a higher charge than a Class C misdemeanor to have an unpermitted firearm and case law provides that a city cannot pass an ordinance making something a lesser crime if that charge is already covered by state law.
- **Section 86-6. (8) Dogs**
This section has been amended to allow for off leash use in designated areas.
- **Section 86-7. Merchandising, advertising and signs. (5)**
This section was added to allow the flexibility for regular classes and events at the Boys Ranch Activity Center (BRAC) to post signs and notices without obtaining a permit from the Park Board.
- **Section 86-8. Closings and hours**
The City Attorney suggested for consistency to combine these two sections together. In the original chapter these two topics were separately addressed. In addition, this section clarifies the parks system will be open to the public from 5:00 a.m. – 11:00 p.m.
- **Section 86-9. Alcoholic beverages**
Significant changes are proposed for this section. The prohibition against general consumption of alcoholic beverages will remain in place; however, more flexibility for special events and user

groups is proposed. Arts Council Northeast and Trinity Arts Guild have inquired about serving alcohol at various events and fundraisers. These amendments would make it easier for them to conduct such activities. As proposed, alcohol may be served at the Trinity Arts Guild building, Bedford OnStage building, Senior Activity Center and the Boys Ranch Activity Center with permission from the City Manager. In addition, the Park Board wanted to proactively change the ordinance to allow alcohol at special events. Their proposal is to require City Council approval for all outside events that would like to have alcohol. This change would allow the Blues & BBQ Festival to be hosted at the Boys Ranch Park if there was ever a need.

Staff has reviewed the Zoning Ordinance and state law as it pertains to the serving and consumption of alcohol at City-sponsored Special Events. Based upon the regulations currently in place, the City of Bedford can have alcohol included as part of any Special Event on City-owned property per the Zoning Definitions of Civic and Special Events Section 5.10.C through Section 5.10.G. Specifically, City events are exempt from Special Event regulations as described in the definition that follows:

A public gathering sponsored by a non-profit organization, or special interest agency or group, not including a governmental entity, for the temporal good of the community and shall include any transient amusement enterprise, outdoor temporary gathering, and any similar event, including, but not limited to parades, arts and crafts shows/fairs, weddings and wedding receptions, fundraisers, photographic/promotional activities, block parties, theatrical exhibition, musical performance, public show, entertainment, amusement or other exhibition held on property not owned or controlled by the City of Bedford.

In addition, Zoning designations do not regulate alcohol, which is governed by the State of Texas through the Texas Alcohol and Beverage Commission (TABC). City events like any other entity would still need to meet all of the requirements of the TABC before holding an event.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Chapter 86 – Parks and Recreation of the City of Bedford Code of Ordinances by repealing it in its entirety and replacing it with a new Chapter 86 – Parks and Recreation; providing a penalty clause; providing for a severability clause; and declaring an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proposed Ordinance
Existing Ordinance

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AN ORDINANCE AMENDING CHAPTER 86 – PARKS AND RECREATION, OF THE CITY OF BEDFORD CODE OF ORDINANCES BY REPEALING IT IN ITS ENTIRETY AND REPLACING IT WITH A NEW CHAPTER 86 – PARKS AND RECREATION; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas is committed to enhancing the quality of life in Bedford through providing parks and recreation opportunities; and,

WHEREAS, the City Council of Bedford, Texas finds these regulations to be necessary to promote the public health, safety and welfare; and

WHEREAS, the City Council of Bedford, Texas has determined the need to develop regulations for the use of city parks.

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

SECTION 1. That Chapter 86 – Parks and Recreation, of the City of Bedford Code of Ordinances is hereby amended in its entirety by replacing said Chapter with a new Chapter 18 – Animals, to read as follows:

CHAPTER 86 – PARKS AND RECREATION

ARTICLE I. IN GENERAL

Sec. 86-1. - Definitions.

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

Amplified sound means any sound projected or transmitted by artificial means, including but not limited to amplifiers, loudspeakers, or any similar devices.

City manager means the city manager or a duly designated representative or agent.

Department means the city department of community services.

Director means the city manager or designee.

Park means any land selected, obtained or acquired by the city for use as a public park, or recreation, or playground area, and any building or facility thereon, owned and maintained by the city as a public park, or recreation or playground area, whether or not such areas have been formally dedicated to such purpose.

Park board means the park and recreation board established by this chapter.

Parking area means any designated portion of any park, or any park road or drive that is set aside for the parking of vehicles.

Permit means written permission from the park and recreation board, or director to carry out a given activity in a park.

Person means any person, firm, partnership, association, corporation, company, or organization of any kind.

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Pollution means contamination or other alteration of the physical, chemical, or biological properties of park waters, including changes in the temperature, taste, color, turgidity or odor of the water, or such discharge of any liquid, gas, solid, radioactive or other substance into any park waters that will or is likely to create a public nuisance or render such waters harmful, detrimental or injurious to the public health, safety, or welfare or to domestic, recreational, or other beneficial uses or to wild animals, birds, fish, or other aquatic life.

Vehicle includes any wheeled device of conveyance, propelled by motor or engine. The term shall include any trailer of any kind, size or description. Exception is made for vehicles in the service of the city.

Vessel includes any device of human conveyance on the water, whether propelled by motor, wind or human power. The term includes, but is not limited to, any boat, canoe, raft or other watercraft.

(Code 1969, § 17-1)

Cross reference— Definitions generally, § 1-2.

Sec. 86-2. - Purpose of chapter.

The purpose of this chapter is to preserve the environmental features of the city, allow more efficient park refuse collection, more effective and unhampered custodial care of the premises, and protect the health and welfare of the citizens of the city.

(Code 1969, § 17-2)

Sec. 86-3. - Prohibited activities generally.

(1) Buildings and other property.

a. Removal of natural resources.

1. No person in a park shall dig or remove any beach sand, whether submerged or not, or any soil, rock, stones, trees, shrubs or plants, down timber, or other wood or materials.

2. No person in a park shall make any excavation by tool, equipment, blasting, or other means or agency.

b. Erection of structures.

1. No person in a park shall construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon, or across such lands.

2. It shall be an affirmative defense to section 86-3(1)(b)1 above that the person had written permission of the city manager.

(2) Trees, shrubbery, lawn.

a. Injury and removal.

1. No person shall damage, cut, carve, transplant, or remove any tree, or plant or injure the bark, or pick the flowers or seeds of any tree or plant.

2. No person shall attach any rope, wire, or other contrivance to any tree or plant.

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3. No person shall dig or otherwise disturb grass areas to the detriment of these areas, or in any way injure, or impair the natural beauty or usefulness of any area, provided that normal use of grassed areas will not be prohibited.

4. It shall be an affirmative defense to section 86-3(2) 1-3 that the person was a regularly authorized party acting by and under the authority and regulation of the city manager.

b. *Climbing, etc.*

No person shall climb any tree or walk, stand or sit upon monuments, vases, fountains, railings, fences, or upon any other property not designated or customarily used for such purposes.

c. *Hitching of animals.*

No person shall tie or hitch a horse or other animal to any tree or plant.

(3) *Wild animals, birds, etc.*

a. *Hunting.*

1. No person shall hunt, molest, harm, frighten, tease, shoot, or throw missiles at any animal, reptile or bird.

2. No person shall remove or have in his possession the young of any wild animal, or the eggs, or nest or young of any reptile or bird.

3. Exception to the foregoing is made in that snakes known or reasonably believed to be deadly venomous, such as rattlesnakes or other deadly reptiles, may be killed on sight.

b. *Feeding.* No person shall give, or offer, or attempt to give to any animal or bird any tobacco, alcohol, or other known toxic injurious substance.

(Code 1969, § 17-3(a)(2), (3), (b), (c))

Sec. 86-4. - Sanitation.

(1) *Pollution of waters.*

No person shall throw, discharge to, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, or other body of water in or adjacent to any park, or any tributary, stream, storm sewer, or drain flowing into such waters any substance, matter, or thing, liquid or solid, which will or may result in the pollution of said waters.

(2) *Refuse and trash.*

No person shall have brought in or dump, deposit, or leave any bottles, broken glass, paper boxes, cans, dirt, rubbish, waste, garbage or refuse or other trash. No such refuse or trash shall be placed in any waters in or contiguous to any park, or left anywhere on the grounds, but shall be placed in the proper receptacles where these are provided; where receptacles are not so provided, all rubbish or waste shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere.

(Code 1969, § 17-4)

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Sec. 86-5. - Traffic.

(1) *Motorized vehicles or motorcycles.*

No person in a park shall ride a motorized vehicle or motorcycle on other than paved vehicular road or path designated for that purpose.

(2) *State and city vehicle laws apply.*

No person in a park shall fail to comply with all applicable provisions of the state and city motor vehicle traffic laws.

(Code 1969, § 17-5)

Sec. 86-6. - Recreational activities.

(1) *Hunting and firearms.*

(a) No person in a park shall carry or possess at any time air rifles, spring guns, bows and arrows, slings, or any instrument that can be loaded with and fire blanks, cartridges, or any kind of trapping device.

(b) No person in a park shall shoot into, out of, or in park areas. This section shall not apply to any law enforcement officers while in performance of their duties.

(2) *Picnic areas and use.*

a. *Availability.*

No person shall prevent any person from using any park, or any of its facilities, or interfere with any use already engaged in that is in compliance with this chapter and the rules applicable to such use.

b. *Duty of picnicker.*

No person shall leave a picnic area before a fire is completely extinguished, and before all trash in the nature of boxes, papers, cans, bottles, garbage, and other refuse is placed in the disposal receptacles where provided. If no such trash receptacles are available, then refuse and trash shall be carried away from the park area by the picnicker to be properly disposed of elsewhere.

(3) *Horseback riding.*

a. No person shall ride a horse or any other animal except on designated bridle trails.

b. No person shall allow a horse to graze or be unattended.

c. No person shall hitch horses to any bench, fence, or other fixture or to any rock, tree, shrub, or any other object.

d. Where permitted, horses or any other animal shall be thoroughly broken and properly restrained, and ridden with due care.

(4) *Dangerous amusements.*

a. No person shall engage in activities that involve thrown or otherwise propelled objects such as hard balls, stones, arrows, javelins, or other objects likely to inflict injury, except in

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areas set apart for such forms of recreation.

b. No person shall roller skate, except in those areas specifically designated for such pastime.

c. No person shall operate a motor driven model airplane or hit a golf ball or golf balls in a city park, except in areas designated by the director of parks and recreation department for such purposes.

(5) *Boating and swimming.*

No person shall swim, wade, boat or canoe in any area unless such area is designated for that purpose. It is an affirmative defense that the swimming, wading, boating, or canoeing was due to an emergency situation.

(7) *Fires.*

a. No person shall start or maintain in any park any outdoor fire, except for cooking fires which shall be started and maintained only in a stove, firepit, barbecue pit or a portable camp stove.

b. No person starting or maintaining any fire in a park shall leave the fire unattended without first completely extinguishing the fire.

(8) *Dogs.* Except in designated off leash areas, no person shall permit any dog owned, possessed, or controlled by such person to run at large nor permit any such dog in a park unless it shall at all times be restricted and kept on a leash. This prohibition shall not apply to a police service dog while under the supervision of a duly authorized peace officer in the performance of official duties.

(9) *Fishing.* No person shall fish at the Bedford Boys Ranch Lake during the hours between sunset and sunrise.

(10) *Glass containers.* No person shall use or bring glass containers in recreational and playground areas of any park.

Sec. 86-7. - Merchandising, advertising and signs.

(1) No person in a park shall expose or offer for sale or hire any article, thing, or service, nor station or place any stand, cart, or vehicle for the transportation, sale or display of any article, thing or service, unless a permit has been obtained from the park board.

(2) No person in a park shall announce, advertise, or call the public's attention in any way to any article, thing, or service for sale or hire, unless done pursuant to a permit from the park board.

(3) No person in a park shall paste, glue, tack, or otherwise place any sign, placard, advertisement, or inscription on park property or erect, or cause to be erected any sign on any public lands, highways, or roads adjacent to a park, unless done pursuant to a permit obtained from the park board.

(4) Any announcements, advertisements, temporary facilities, signs, or other items that are permitted for use by the park board must be removed at the end of the permitted use period.

(5) City sponsored events, recreation classes and regular activities at the Boys Ranch Activity Center and contract groups are not required to obtain a permit from the park board to merchandise, advertise, or erect signage but must receive permission from the park director.

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Sec. 86-8. – Closings and hours

(1) Park closings.

(a) Any municipal park, section or part thereof may be declared closed to the public by the director or a law enforcement officer at any time and for any interval of time upon a temporary basis (daily or otherwise), either entirely or merely to certain uses, as the director or law enforcement officer shall find reasonably necessary.

(b) Any municipal park, section or part thereof may be declared closed to the public upon a regular basis, either entirely or merely to certain uses, as may be found reasonably necessary, by ordinance of the city council.

(c) No person shall enter or remain in any park closed in accordance with this section where there is notice by signs posted or by oral or written communication by a city employee.

(2) Park hours.

(a) No person shall remain in, occupy, or use any public park in the city between 11:00 p.m. and 5:00 a.m., as may be applicable, unless present in the furtherance or enforcement of this chapter or irrigation of park lands and facilities, unless approval is obtained from the city manager.

(b) Special permission may be granted by the parks and recreation department for organized sports or special events which last past 11:00 p.m., in which case any park containing the permitted activities shall remain open until the activity shall cease, at which time the park shall be closed. No person other than law enforcement personnel or park employees shall enter or remain in a park at a time when it is closed.

(c) No person shall camp overnight in a park without first obtaining a permit from the park and recreation board or park director.

Sec. 86-9. - Alcoholic beverages.

No person shall sell or consume alcoholic beverages in any park.

The following facilities can sell or consume alcohol within those buildings with permission from the city manager:

- (1) Trinity Arts Guild building,
- (2) Bedford Onstage building,
- (3) Senior Activity Center building, and
- (4) Boys Ranch Activity Center building.

With approval from the City Council, alcohol may be sold or consumed during approved special events at any park.

Sec. 86-10. - Military maneuvers.

Military maneuvers are prohibited in any park.

Sec. 86-11. - Interference with users and permittees.

No person shall prevent, disturb or unreasonably interfere with any other person's occupying any area or participating in any lawful activity permitted within the park.

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Sec. 86-12. - Permits—Required.

In addition to any other provision of this article that requires the obtaining of a permit prior to engaging in a given activity, no person in a park shall conduct, operate, present, manage, or take part in any of the following activities unless a permit is obtained from the park board prior to the start of the activity:

- (1) Any organized sporting event using park ballgame facilities which are designated for permit use only.
- (2) Any exhibit, dramatic performance, play, motion picture, radio or television broadcast, fair, circus, musical event, or any similar event.
- (3) Any public meeting, assembly, parade, ceremonies, addresses, or speeches.
- (4) Any use of an entire park facility by a group of persons to the exclusion of others.
- (5) Any use involving amplified sound.
- (6) City sponsored events, recreation classes and regular activities at the Boys Ranch Activity Center and contract groups are not required to obtain a permit from the park board but must receive permission from the park director.

Sec. 86-13. - Same—Application procedure.

(a) A person seeking the issuance of a permit to carry on an activity in a park shall file an application with the director. The application shall state:

- (1) The name, address, and telephone number of the person and organization and its officers applying for the permit.
- (2) If the use or activity is to be conducted for, on behalf of or by any person other than the applicant, the name, address and telephone number of that person.
- (3) The exact nature of the use or activity for which the permit is being sought.
- (4) The day and hours for which the permit is desired.
- (5) The park and the portion of the park desired to be used to carry out the proposed use or activity.
- (6) An estimate of the anticipated attendance.

(b) Applications shall be filed with the director for the park board's consideration not less than 30 days or more than 365 days before the date of the proposed use or activity. Applications will be considered by the park board at its next regularly scheduled meeting if the application has been on file five days prior to such meeting in addition to meeting the above time limitations. Emergency hearings may be conducted at the board's discretion but must comply with Open Meetings Act which requires 72 hours in advance posting notice.

(c) The park board shall evaluate the application and render a decision in accordance with section 86-14

Sec. 86-14. - Same—Standards for issuance and procedures.

(a) A permit shall be issued unless it is found that:

- (1) The proposed activity or use of the park will unreasonably interfere with or detract from the

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general public use and enjoyment of the park.

(2) The facilities desired have been reserved for another activity or use at the day and hour requested in the application.

(3) The event would violate any federal, state or municipal law.

(b) The board may impose reasonable conditions or restrictions on the granting of a permit including, but not limited to, any of the following:

(1) Restrictions on fires, fireworks, amplified sound, dancing, sports, use of animals, equipment or vehicles, the number of persons to be present, the location of any bandstand or stage, or any other use which appears likely to create a risk of unreasonable harm to the use and enjoyment of the park property.

(2) A requirement that the applicant post a reasonable deposit of security for the repair of any damage to park property or the cost of cleanup or both.

(3) A requirement that the applicant furnish additional sanitary and refuse facilities that might be reasonably necessary, based on the use or activity for which the permit is being sought.

(c) Permits shall not be transferable without the written consent of the director or the park board.

(d) Within four business days after the hearing on an application, the park board shall apprise an applicant in writing of its approval, or reasons for refusing a permit, or of any conditions attached to the issuance of a permit, and any aggrieved person shall have the right to appeal in writing within six calendar days to the city council, which shall consider the application under the standards set forth herein, and sustain, or overrule the park board decision at the next regularly scheduled council meeting.

(e) A permittee shall be bound by all park rules and regulations and all applicable ordinances fully as though the same were inserted in his permit.

(f) The person or persons to whom a permit is issued shall be liable for any loss, damage or injury to any person or property whatever by reason of the negligence of the person or persons to whom such permit was issued.

(g) The director or the park board shall have the authority to revoke a permit upon a finding of violation of any rule, ordinance, state or federal law, or upon the violation of any condition or restriction under which the permit was issued.

Sec. 86-15. - Same—Production.

Permits required by this article shall be posted in the area where the activity is conducted or produced and exhibited upon the demand of any law enforcement officer or other authorized park employee.

Sec. 86-17. - Penalty.

Any person convicted of a violation of sections 86-1 through 86-16 shall be punished by a fine not to exceed the amount allowed to be imposed under state law.

Secs. 86-18—86-45. - Reserved.

SECTION 2. This Ordinance and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this

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Ordinance. If any term or provision of this Ordinance is held to be illegal, invalid or unenforceable, the legality, validity or unenforceability of the remaining terms or provisions of this Ordinance shall not be affected thereby.

SECTION 3. That this Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.

PASSED AND APPROVED this 14th day of May 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

ARTICLE I. - IN GENERAL

[Sec. 86-1. - Definitions.](#)
[Sec. 86-2. - Purpose of chapter.](#)
[Sec. 86-3. - Prohibited activities generally.](#)
[Sec. 86-4. - Sanitation.](#)
[Sec. 86-5. - Traffic.](#)
[Sec. 86-6. - Recreational activities.](#)
[Sec. 86-7. - Merchandising, advertising and signs.](#)
[Sec. 86-8. - Hours.](#)
[Sec. 86-9. - Alcoholic beverages.](#)
[Sec. 86-10. - Military maneuvers.](#)
[Sec. 86-11. - Interference with users and permittees.](#)
[Sec. 86-12. - Permits—Required.](#)
[Sec. 86-13. - Same—Application procedure.](#)
[Sec. 86-14. - Same—Standards for issuance and procedures.](#)
[Sec. 86-15. - Same—Production.](#)
[Sec. 86-16. - Park closings.](#)
[Sec. 86-17. - Penalty.](#)
[Secs. 86-18—86-45. - Reserved.](#)

Sec. 86-1. - Definitions.

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

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City manager means the city manager or a duly designated representative or agent.

Department means the city department of parks and recreation.

Director means the city manager or designee.

Park means any land selected, obtained or acquired by the city for use as a public park or recreation or playground area and any building or facility thereon, owned and maintained by the city as a public park or recreation or playground area, whether or not such areas have been formally dedicated to such purpose.

Park board means the park and recreation board established by this chapter.

Parking area means any designated portion of any park or any park road or drive that is set aside for the parking of vehicles.

Permit means written permission from the park and recreation board or director to carry out a given activity in a park.

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Chapter 86 - PARKS AND RECREATION
ARTICLE I. - IN GENERAL

Person means any person, firm, partnership, association, corporation, company or organization of any kind.

Pollution means contamination or other alteration of the physical, chemical or biological properties of park waters, including changes in the temperature, taste, color, turbidity or odor of the water, or such discharge of any liquid, gas, solid, radioactive or other substance into any park waters that will or is likely to create a public nuisance or render such waters harmful, detrimental or injurious to the public health, safety or welfare or to domestic, recreational or other beneficial uses or to wild animals, birds, fish or other aquatic life.

Vehicle includes any wheeled device of conveyance, propelled by motor or engine. The term shall include any trailer of any kind, size or description. Exception is made for vehicles in the service of the city.

Vessel includes any device of human conveyance on the water, whether propelled by motor, wind or human power. The term includes, but is not limited to, any boat, canoe, raft or other watercraft.

(Code 1969, § 17-1)

Cross reference— Definitions generally, § 1-2.

Sec. 86-2. - Purpose of chapter.

The purpose of this chapter is to preserve the environmental features of the city, allow more efficient park refuse collection, more effective and unhampered custodial care of the premises, and protect the health and welfare of the citizens of the city.

(Code 1969, § 17-2)

Sec. 86-3. - Prohibited activities generally.

No person in a park shall:

(1) *Buildings and other property.*

a. *Removal of natural resources.* Dig or remove any beach sand, whether submerged or not, or any soil, rock, stones, trees, shrubs or plants, down timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agency.

b. *Erection of structures.* Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon or across such lands, except by written permission of the city manager.

(2) *Trees, shrubbery, lawn.*

a. *Injury and removal.* Damage, cut, carve, transplant or remove any tree or plant or injure the bark or pick the flowers or seeds of any tree or plant. Nor shall any person attach any rope, wire or other contrivance to any tree or plant. A person shall not dig or otherwise disturb grass areas to the detriment of these areas, or in any way injure or impair the natural beauty or usefulness of any area, provided that normal use of grassed areas will not be prohibited. Exception is here made as to any regularly authorized party acting by and under the authority and regulation of the city manager.

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ARTICLE I. - IN GENERAL

b. *Climbing, etc.* Climb any tree or walk, stand or sit upon monuments, vases, fountains, railings, fences or gun carriages or upon any other property not designated or customarily used for such purposes.

c. *Hitching of animals.* Tie or hitch a horse or other animal to any tree or plant.

(3) *Wild animals, birds, etc.*

a. *Hunting.* Hunt, molest, harm, frighten, tease, shoot or throw missiles at any animal, reptile or bird; nor shall he remove or have in his possession the young of any wild animal or the eggs or nest or young of any reptile or bird. Exception to the foregoing is made in that snakes known to be deadly poisonous, such as rattlesnakes or other deadly reptiles, may be killed on sight.

b. *Feeding.* Give or offer or attempt to give to any animal or bird any tobacco, alcohol or other known toxic injurious substance.

(Code 1969, § 17-3(a)(2), (3), (b), (c))

Sec. 86-4. - Sanitation.

No person in a park shall:

(1) *Pollution of waters.* Throw, discharge to or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream or other body of water in or adjacent to any park or any tributary, stream, storm sewer or drain flowing into such waters any substance, matter or thing, liquid or solid, which will or may result in the pollution of said waters.

(2) *Refuse and trash.* Have brought in or shall dump, deposit or leave any bottles, broken glass, paper boxes, cans, dirt, rubbish, waste, garbage or refuse or other trash. No such refuse or trash shall be placed in any waters in or contiguous to any park, or left anywhere on the grounds, but shall be placed in the proper receptacles where these are provided; where receptacles are not so provided, all rubbish or waste shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere.

(Code 1969, § 17-4)

Sec. 86-5. - Traffic.

No person in a park shall:

(1) *Motorized vehicles or motorcycles.* Ride a motorized vehicle or motorcycle on other than paved vehicular road or path designated for that purpose.

(2) *State and city vehicle laws apply.* Fail to comply with all applicable provisions of the state and city motor vehicle traffic laws.

(Code 1969, § 17-5)

Sec. 86-6. - Recreational activities.

No person in a park shall:

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- (1) *Hunting and firearms.* Carry or possess at any time firearms of any description, or air rifles, spring guns, bows and arrows, slings, or any instrument that can be loaded with and fire blanks, cartridges, or any kind of trapping device. Shooting into, out of or in park areas is prohibited. This section shall not apply to any law enforcement officers while in performance of their duties.
- (2) *Picnic areas and use.*
 - a. *Availability.* Prevent any person from using any park, or any of its facilities, or interfere with any use already engaged in that is in compliance with this chapter and the rules applicable to such use.
 - b. *Duty of picnicker.* Leave a picnic area before the fire is completely extinguished and before all trash in the nature of boxes, papers, cans, bottles, garbage and other refuse is placed in the disposal receptacles where provided. If no such trash receptacles are available, then refuse and trash shall be carried away from the park area by the picnicker to be properly disposed of elsewhere.
- (3) *Horseback riding.* Ride a horse or any other animal except on designated bridle trails. Where permitted, horses or any other animal shall be thoroughly broken and properly restrained, and ridden with due care, and shall not be allowed to graze or go unattended, nor shall they be hitched to any rock, tree or shrub.
- (4) *Dangerous amusements.*
 - a. Engage in activities that involve thrown or otherwise propelled objects such as hard balls, stones, arrows, javelins, model airplanes, or other objects likely to inflict injury, except in areas set apart for such forms of recreation.
 - b. Roller skate except in those areas specifically designated for such pastime.
 - c. Operate a motor driven model airplane or hit a golf ball or golf balls in a city park, except in areas designated by the director of parks and recreation department for such purposes.
- (5) *Boating and swimming.* Swim, wade, boat or canoe in any area unless such area is designated for that purpose. An exception is made to an emergency situation.
- (6) *Camping.* No person shall camp overnight in a park without first obtaining a permit from the park and recreation board or park director.
- (7) *Fires.*
 - a. No person shall start or maintain in any park any outdoor fire, except for cooking fires which shall be started and maintained only in a stove, firepit, barbecue pit or a portable camp stove.
 - b. No person starting or maintaining any fire in a park shall leave the fire unattended without first completely extinguishing the fire.
- (8) *Dogs.* Permit any dog owned or possessed by him to run at large nor permit any such dog in a park unless it shall at all times be restricted or kept on a leash. This prohibition shall not apply to a police service dog while under the supervision of a duly authorized peace officer in the performance of official duties.

(9) *Fishing.* Fish at the Bedford Boys Ranch lake during the hours between sunset and sunrise.

(10) *Glass containers.* Use or bring glass containers in recreational and playground areas of any park.

(Code 1969, § 17-6(1)—(8), (10), (11))

Sec. 86-7. - Merchandising, advertising and signs.

No person in a park shall:

(1) Expose or offer for sale or hire any article, thing or service, nor station or place any stand, cart or vehicle for the transportation, sale or display of any article, thing or service, unless a permit has been obtained from the park board.

(2) Announce, advertise or call the public's attention in any way to any article, thing or service for sale or hire, unless done pursuant to a permit from the park board.

(3) Paste, glue, tack or otherwise place any sign, placard, advertisement or inscription on park property or erect or cause to be erected any sign on any public lands, highways or roads adjacent to a park, unless done pursuant to a permit obtained from the park board.

(4) Any announcements, advertisements, temporary facilities, signs or other items that are permitted for use by the park board must be removed at the end of the permitted use period.

(Code 1969, § 17-7)

Sec. 86-8. - Hours.

No person shall remain in, occupy or use any public park in the city between 12:00 midnight and 6:00 a.m., as may be applicable, unless present in the furtherance or enforcement of this chapter or irrigation of park lands and facilities, unless approval is obtained from city manager.

(Code 1969, § 17-8)

Sec. 86-9. - Alcoholic beverages.

No person shall sell or consume alcoholic beverages in any park. The Sotogrand clubhouse is exempt from this section.

(Code 1969, § 17-10)

Sec. 86-10. - Military maneuvers.

Military maneuvers are prohibited in any park.

(Code 1969, § 17-11)

Sec. 86-11. - Interference with users and permittees.

No person shall prevent, disturb or unreasonably interfere with any other person's occupying any area or participating in any lawful activity permitted within the park.

(Code 1969, § 17-12)

Sec. 86-12. - Permits—Required.

In addition to any other provision of this article that requires the obtaining of a permit prior to engaging in a given activity, no person in a park shall conduct, operate, present, manage or take part in any of the following activities unless a permit is obtained prior to the start of the activity:

- (1) Any organized sporting event using park ballgame facilities which are designated for permit use only.
- (2) Any exhibit, dramatic performance, play, motion picture, radio or television broadcast, fair, circus, musical event, or any similar event.
- (3) Any public meeting, assembly, parade, ceremonies, addresses, speeches or political meeting.
- (4) Any use of an entire park facility by a group of persons to the exclusion of others.
- (5) Any use involving amplified sound.

(Code 1969, § 17-13)

Sec. 86-13. - Same—Application procedure.

(a) A person seeking the issuance of a permit to carry on an activity in a park shall file an application with the director. The application shall state:

- (1) The name, address, and telephone number of the person and organization and its officers applying for the permit.
- (2) If the use or activity is to be conducted for, on behalf of or by any person other than the applicant, the name, address and telephone number of that person.
- (3) The exact nature of the use or activity for which the permit is being sought.
- (4) The day and hours for which the permit is desired.
- (5) The park and the portion of the park desired to be used to carry out the proposed use or activity.
- (6) An estimate of the anticipated attendance.

(b) Applications shall be filed with the director for the park board's consideration not less than 30 days or more than 365 days before the date of the proposed use or activity. Applications will be considered by the park board at its next regularly scheduled meeting if the application has been on file five days prior to such meeting in addition to meeting the above time limitations. Emergency hearings may be conducted at the board's discretion.

(c) The park board shall evaluate the application and render a decision in accordance with section 86-14

(Code 1969, § 17-14(a)(1)—(6), (b), (c))

Sec. 86-14. - Same—Standards for issuance and procedures.

- (a) A permit shall be issued unless it is found that:
- (1) The proposed activity or use of the park will unreasonably interfere with or detract from the general public use and enjoyment of the park.
 - (2) The facilities desired have been reserved for another activity or use at the day and hour requested in the application.
 - (3) The event would violate any federal, state or municipal law.
- (b) The board may impose reasonable conditions or restrictions on the granting of a permit including, but not limited to, any of the following:
- (1) Restrictions on fires, fireworks, amplified sound, dancing, sports, use of animals, equipment or vehicles, the number of persons to be present, the location of any bandstand or stage, or any other use which appears likely to create a risk of unreasonable harm to the use and enjoyment of the park property.
 - (2) A requirement that the applicant post a reasonable deposit of security for the repair of any damage to park property or the cost of cleanup or both.
 - (3) A requirement that the permittee furnish additional sanitary and refuse facilities that might be reasonably necessary, based on the use or activity for which the permit is being sought.
- (c) Permits shall not be transferable without the written consent of the director or the board.
- (d) Within four days after hearing on an application, the park board shall apprise an applicant in writing of its approval or reasons for refusing a permit or of any conditions attached to the issuance of a permit, and any aggrieved person shall have the right to appeal in writing within six days to the city council, which shall consider the application under the standards set forth herein and sustain or overrule the park board decision at the next regularly scheduled council meeting.
- (e) A permittee shall be bound by all park rules and regulations and all applicable ordinances fully as though the same were inserted in his permit.
- (f) The person or persons to whom a permit is issued shall be liable for any loss, damage or injury to any person or property whatever by reason of the negligence of the person or persons to whom such permit was issued.
- (g) The director or the board shall have the authority to revoke a permit upon a finding of violation of any rule, ordinance, state or federal law, or upon the violation of any condition or restriction under which the permit was issued.

(Code 1969, § 17-15)

Sec. 86-15. - Same—Production.

Permits required by this article shall be posted in the area where the activity is conducted or produced and exhibited upon the demand of any law enforcement officer or other authorized park employee.

(Code 1969, § 17-16)

PART II - CODE OF ORDINANCES
Chapter 86 - PARKS AND RECREATION
ARTICLE I. - IN GENERAL

Sec. 86-16. - Park closings.

(a) Any municipal park, section or part thereof may be declared closed to the public by the director or a law enforcement officer at any time and for any interval of time upon a temporary basis (daily or otherwise), either entirely or merely to certain uses, as the director or law enforcement officer shall find reasonably necessary.

(b) Any municipal park, section or part thereof may be declared closed to the public upon a regular basis, either entirely or merely to certain uses, as may be found reasonably necessary, by ordinance of the city council.

(c) No person shall enter or remain in any park closed in accordance with this section where there is notice by signs posted or by oral or written communication by a city employee.

(d) Public parks within the city shall be closed between 11:00 p.m. each day and 5:00 a.m. of the following day. Special permission may be granted by the parks and recreation department for organized sports or special events which last past 11:00 p.m., in which case any park containing the permitted activities shall remain open until the activity shall cease, at which time the park shall be closed. No person other than law enforcement personnel or park employees shall enter or remain in a park at a time when it is closed.

(Code 1969, § 17-17)

Sec. 86-17. - Penalty.

Any person convicted of a violation of sections 86-1 through 86-8 shall be punished by a fine not to exceed the amount allowed to be imposed under state law.

(Code 1969, § 17-9)

Secs. 86-18—86-45. - Reserved.



Council Agenda Background

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

DATE: 05/14/13

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

ITEM:

Consider an ordinance granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to furnish, transport and supply gas to the general public in the City of Bedford, Tarrant County, Texas, for the transporting, delivery, sale, and distribution of gas in, out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; repealing all previous Atmos Energy gas franchise ordinances; providing that it shall be in lieu of other fees and charges, excepting ad valorem taxes; prescribing the terms, conditions, obligations and limitations under which such franchise shall be exercised; providing a most favored nations clause, and a severability clause; and providing an effective date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City of Bedford's current gas franchise was granted in 1988 to Lone Star Gas for a 25 year period. The proposed franchise will extend the term to December 31, 2027.

The franchise fee remains at 5% which was increased from 4% of gross revenue on May 27, 2008 with a post effective date of May 1, 2008. The franchise fee payment schedule will also continue to be remitted on the same quarterly basis. Atmos agrees to relocate, at their own expense, their facilities when the City determines the necessity of widening or straightening of streets, water or sewer line projects, or any other public works projects (e.g., installing or improving storm drains, water lines, sewer lines, etc).

This item has been reviewed and approved by Cathy Cunningham with Boyle & Lowry and Mary Jean Moloney with Atmos Energy.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to furnish, transport and supply gas to the general public in the City of Bedford, Tarrant County, Texas, for the transporting, delivery, sale, and distribution of gas in, out of, and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways; repealing all previous Atmos Energy gas franchise ordinances; providing that it shall be in lieu of other fees and charges, excepting ad valorem taxes; prescribing the terms, conditions, obligations and limitations under which such franchise shall be exercised; providing a most favored nations clause, and a severability clause; and providing an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Proposed Franchise
Existing Franchise

ORDINANCE NO. 13 -

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO FURNISH, TRANSPORT AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF BEDFORD, TARRANT COUNTY, TEXAS, FOR THE TRANSPORTING, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; REPEALING ALL PREVIOUS ATMOS ENERGY GAS FRANCHISE ORDINANCES; PROVIDING THAT IT SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS AND LIMITATIONS UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; PROVIDING A MOST FAVORED NATIONS CLAUSE, AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bedford is the owner of valuable rights of way which have been utilized by Atmos Energy Corporation and its predecessors pursuant to a Franchise issued by the City; and,

WHEREAS, the City of Bedford is legally authorized to regulate and franchise the use of City owned rights of way; and

WHEREAS, all legal prerequisites for the passage of this Ordinance have been met, including but not limited to the requirements of the Texas Open Meetings Act and the City Charter; and

WHEREAS, City Council has found that the passage of this Ordinance serves the best interests of the health, safety, and welfare of the public.

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

SECTION 1. All matters stated hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2. GRANT OF AUTHORITY / LENGTH OF FRANCHISE / TERM AND CONDITIONS

(A) Grant of Authority. The City of Bedford, Texas, herein after called "City," hereby grants to Atmos Energy Corporation, hereinafter called "Atmos Energy" or "Company," its successors and assigns, consent to use and occupy the present and future Public Rights-of-Way of the City for the purpose of laying, maintaining, constructing, protecting, operating, and replacing the System needed and necessary to deliver, transport and distribute gas in, out of, and through City and to sell gas to persons, firms, and corporations, including all the general public, within the City's corporate limits.

(B) Length of Franchise. Said privilege and license being granted by this Ordinance is for a term ending December 31, 2027.

(C) Terms and Conditions. The provisions set forth in this Ordinance represent the terms and conditions under which the Company shall construct, operate, and maintain the System within the City, hereinafter sometimes referred to as the "Franchise." In granting this Franchise, the City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future generally applicable ordinances of the City. Company, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time.

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SECTION 3. DEFINITIONS

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

(A) “City” shall mean the City of Bedford, Texas.

(B) “Company” shall mean Atmos Energy Corporation, its successors and assigns, but does not include an Affiliate, which shall have no right or privilege granted hereunder except through succession or assignment in accordance with Section 6 entitled “No Third Party Beneficiaries.”

(C) “City Manager” means City’s manager, or designee.

(D) “Gross Revenues” shall mean all revenues received by Atmos Energy, from the sale of gas to all classes of customers (excluding gas sold to another gas utility in City for resale to its customers within City) within the corporate limits of City.

(1) “Gross Revenues” shall also include:

(a) revenues derived from the following ‘miscellaneous charges’:

- i. charges to connect, disconnect, or reconnect gas within the City;
- ii. charges to handle returned checks from consumers within the City;
- iii. fees collected pursuant to this agreement; and
- iv. contributions in aid of construction (“CIAC”).

(b) revenues billed but not ultimately collected or received by the Company;

(c) State gross receipts fees;

(d) all revenues derived by Company from the transportation of gas through the System of Company within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City); and

(e) the value of gas transported by Company for Transport Customers through the System of Company located in the City’s Public Rights-of-Way (“Third Party Sales”) (excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Company’s monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time that the transportation service is performed.

(2) “Gross Revenues” shall not include:

(a) the revenue of any affiliate or subsidiary of the Company; and

(b) sales taxes; and

(c) any interest income earned by the Company; and

(d) all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City’s Public Right-of-Way.

(E) “Person” shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context clearly intends otherwise, include the City or any employee, agent, servant, representative or official of the City.

(F) “Public Right-of-Way” shall mean public streets, alleys, highways, bridges, public easements, public places, public thoroughfares, grounds, and sidewalks of the City, as they now exist or may be hereafter constructed, opened, laid out or extended within the

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present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.

(G) "System" or "System Facilities" shall mean all of the Company's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections, and all other appurtenant equipment used in or incident to providing delivery, transportation, distribution, supply and sales of natural gas for heating, lighting, and power, located in the Public Right-of-Way within the corporate limits of the City.

(H) "Affiliate" shall mean in relation to the Company, a Person that controls, is controlled by, or is under common control with the Company. As used in this definition, the term "control" means, with respect to a Person that is a corporation, the ownership, directly or indirectly, of more than 50% of the voting securities of such Person or, with respect to a Person that is not a corporation, the power to direct the management or policies of such Person, whether by operation of law, by contract or otherwise.

(I) "Transport Customer" shall mean any Person for which Company transports gas through the System of Company within the City's Public Rights-of-Way for delivery within the City (excluding other gas utilities in City who resell gas to their customers within the City) .

SECTION 4. EFFECT OF OTHER MUNICIPAL FRANCHISE ORDINANCE FEES ACCEPTED AND PAID BY COMPANY

(A) If Company should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its Public Rights-of-Way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Company to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms, and the Company may choose to agree with the waiver.

SECTION 5. ACCEPTANCE OF TERMS OF FRANCHISE

(A) The Company shall have sixty (60) days from and after the final passage and approval of this Ordinance to file its written acceptance thereof with the City Secretary. If the Company does not file such written acceptance of this Franchise Ordinance, the Franchise Ordinance shall be rendered null and void. The effective date shall be determined in accordance with the requirements of Section 28, "Effective Date."

(B) At 11:59 P.M. on December 31, 2027, ALL rights, franchises and privileges herein granted, unless they have already at that time ceased or been forfeited or extended by mutual agreement while a new franchise is being negotiated, shall at once cease and terminate.

SECTION 6. NO THIRD PARTY BENEFICIARIES

This Franchise is made for the exclusive benefit of the City and the Company, and nothing herein is intended to, or shall confer any right, claim, or benefit in favor of any third party.

SECTION 7. SUCCESSORS AND ASSIGNS

No assignment or transfer of this Franchise shall be made, in whole or in part, except in the case of assignment or transfer to an Affiliate without approval of the City Council of the City. Written notice of said transfer or assignment to an Affiliate shall be provided to the City

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Manager. The City will grant such approval unless withheld for good cause, such as: (1) the failure of the proposed Assignee or Transferee to agree to comply with all provisions of this Ordinance and such additional conditions as the Council may prescribe in order to remedy existing conditions of non-compliance, or (2) the failure of the proposed Assignee or Transferee to provide assurances reasonably satisfactory to the Council of its qualifications, character, the effect of the Transfer and such other matters as the Council deems relevant. Upon approval, the rights, privileges, and Franchise herein granted to Company shall extend to and include its successors and assigns. The terms, conditions, provisions, requirements and agreements contained in this Franchise shall be binding upon the successors and assigns of the Company.

SECTION 8. COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

This Franchise is granted subject to the laws of the United States of America and its regulatory agencies and commissions and the laws of the State of Texas, the Bedford City Charter, as amended, and all other generally applicable ordinances of the City of Bedford, not inconsistent herewith, including, but not limited to, ordinances regulating the use of Public Rights-of-Way.

SECTION 9. PREVIOUS ORDINANCES

When this Franchise becomes effective, all gas franchise ordinances and parts of franchise ordinances applicable to the Company or its predecessors in interest granted by the City of Bedford, Texas, are hereby repealed.

SECTION 10. NOTICES

Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (1) delivered in person to the address set forth below; (2) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (3) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY
City Manager
City of Bedford
2000 Forest Ridge
Bedford, Texas 76021
817-952-2101

COMPANY
Manager of Public Affairs
Atmos Energy Corp.,
Mid-Tex Division
1550 Tech Centre Parkway
Arlington, Texas 76014
1-866-322-8667

With a copy to:
Stan Lowry
Boyle & Lowry
City Attorney
4201 Wingren, Suite 108
Irving, Texas 75062

SECTION 11. PARAGRAPH HEADINGS, CONSTRUCTION

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION 12. CONDITIONS OF OCCUPANCY

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(A) All construction and the work done by Company, and the operation of its business, under and by virtue of this Ordinance, shall be in conformance with the ordinances, rules and regulations now in force and that may hereafter be adopted by the City relating to the use of its Public Rights-of-Way. This Franchise Ordinance shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Utilities Code, or other state or federal Law.

(B) If the City believes that Company has failed to comply with any operational or maintenance standards as required by this Franchise Ordinance, City shall give the Company written notice of such failure to comply. Company shall have the opportunity to cure such failure during a period not to exceed five (5) working days from receipt of the written notice. If the Company fails to cure the alleged failure to comply within the prescribed time period, the Company's alleged failure to comply shall be heard at a public meeting of the City Council. The Company shall be given written notice of the public meeting no later than five (5) working days prior to the posting date of the agenda for the City Council meeting at which such alleged failure is scheduled to be considered by the Council. The notice to the Company shall include a list of the failures complained of. Company shall have an opportunity to address the Council at such public meeting. Commencing five (5) calendar days following the adoption of a resolution or an ordinance of the City that finds and determines a failure of Company to comply with operational or maintenance standards as required by this Franchise Ordinance, Company may be subject to termination as outlined in Section 24.

SECTION 13. RELOCATION OF COMPANY EQUIPMENT

(A) Whenever by reason of widening or straightening of streets, water or sewer line projects, or any other public works projects (e.g., installing or improving storm drains, water lines, sewer lines, etc.), it shall be deemed necessary by City to remove, alter, change, adapt, or conform the underground or aboveground System Facilities of Company to another part of the Public Rights-of-Way, such alterations shall be made by Company at Company's expense in accordance with ordinances of the City of Bedford.

(B) If City abandons any Public Right-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 14. LAYING OF LINES IN ADVANCE OF PUBLIC IMPROVEMENTS

(A) Whenever the City shall decide to make any public improvements in any Public Right-of-Way in which mains and pipes already exist or in which Company may propose to lay its mains or pipes, the Company will be provided the opportunity, at no expense to the City, in advance of such public improvements, to repair or replace such mains or pipes, if defective or inadequate in size, and to lay service lines, or renew same, if inadequate in size or defective, to the property lines where buildings are already located.

(B) The Company shall be given written notice of the intention of the City to make public improvements in any such Public Right-of-Way. Within one hundred twenty (120) days from receipt of such notice, the Company, if it has determined a need, shall initiate work and thereafter proceed in a workmanlike manner to completion of the necessary work. If the Company should fail to so proceed, and such street or alley is thereupon paved, except in an emergency or in response to a request for initiation of new service, the Company shall for two (2) years thereafter not be allowed to cut such pavement or excavate in such paved street or

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alley for any purpose. All pavement cuts or excavations within the two (2) year period, except in response to an emergency, shall be performed only upon written permission of the Director of Public Works under such terms and conditions as the Director of Public Works may prescribe. Company shall give notice to the City of emergency work as soon as possible after the commencement of such work. Notice shall be given by contacting the City personnel designated by the City for this purpose.

SECTION 15. INSTALLATION OF METERS

If a meter is to be installed in or near the Public Rights-of-Way, Company agrees to discuss with the Public Works Director or designee the aesthetics of the meter placement. If the City requires a meter upgrade, the Company will comply so long as the City reimburses the Company for the reasonable costs incurred by the Company in changing meters; provided, however, that in no event shall underground meters be required.

SECTION 16. DUTY TO SERVE.

The Company hereby agrees that it will not arbitrarily refuse to provide service to any Person that it is economically feasible for the Company to serve. In the event that a Person is refused service, said Person may request a hearing before the City Council of the City or its designee, said hearing to be held within forty-five days from the date of the request for hearing. The Council may order the Company to provide service or take any other action necessary to bring the Company into compliance with the intent of the Council in granting this Franchise. The Council may render its opinion at its next regular meeting but in no event shall the Council be required to act in less than seven (7) days.

SECTION 17. RATES.

Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefore, and Company shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with the City copies of its current tariffs, schedules or rates and charges, customer service provisions, and line extension policies. The rates and charges collected from its customers in the City shall be subject to revision and change by either the City or Company in the manner provided by law.

SECTION 18. PAYMENTS TO THE CITY

(A) In consideration of the privilege and license granted by City to Company to use and occupy the Public Rights-of-Way in the City for the conduct of its business, Company, its successors and assigns, agrees to pay and City agrees to accept such franchise fees in the amount and manner described herein. Except as provided for in subsection (B) of this section, such payments shall be made on a quarterly basis, on or before the forty-fifth (45th) day following the end of each calendar quarter. The franchise fee shall be a sum of money that shall be equivalent to five percent (5%) of the Gross Revenues, as defined in the definition section of this franchise, for the preceding calendar quarter.

Payment schedule:

- The initial payment provided under this Franchise shall be due on or before May 15, 2013, for the period April 1 through June 30, 2013, based on the preceding calendar quarter.
- Subsequent payments shall be made on August 15, November 15, February 15, and May 15 of each year during the term of the Franchise.
- The final payment under this Franchise will be due on or before November 15, 2027 and will be for the calendar quarter October 1 through December 31, 2027.
- Payments due prior to the beginning of the franchise will be paid pursuant to previous franchise terms.

(B) The franchise fee amounts based on "Contributions in Aid of Construction" ("CIAC") shall be calculated on an annual calendar year basis, i.e., from January 1 through December 31 of each calendar year. The franchise fee amounts that are due based on CIAC

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shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee payment will be due on or before April 30, 2013, and will be based on the calendar year January 1 through December 31, 2012. The final payment of franchise fee amounts based on CIAC will be April 30, 2028, based on the calendar year ending December 31, 2027.

(C) It is also expressly agreed that the franchise fee payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as a special or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. Should City not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of occupation taxes, licenses, fees, street or alley rentals or charges, easements or franchise taxes, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay such occupation taxes, licenses, charges, fees or rentals.

(D) If the Company fails to pay when due any payment provided for in this Section, Company shall pay such amount plus interest at the current prime rate per annum from such due date until payment is received by City.

(E) Company may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fee under this Agreement. City agrees that: (1) as a regulatory authority, it will adopt and approve the ordinance, rates, or tariff which provide for 100% recovery of such franchise fees as part of Company's rates; (2) if City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Company's franchise fees is an issue, City will take an affirmative position supporting 100% recovery of such franchise fees by Company; and (3) in the event of an appeal of any such regulatory proceeding in which City has intervened, City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company. City further agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.

(F) Lease of Facilities Within City's Rights-of-Way. Company shall have the right to lease, license or otherwise grant to a party other than Company the use of its Facilities within the City's Public Rights-of-Way provided: (1) Company first notifies the City of the name of the lessee, licensee or user, the type of service(s) intended to be provided through the Facilities, and the name and telephone number of a contact person associated with such lessee, licensee or user; and (2) Company makes the franchise fee payment due on the revenues from such lease pursuant to the Section titled "Payments to the City" of this Ordinance. This authority to lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees, access line fees, or similar Public Right-of-Way user fees.

(G) City shall within thirty (30) days of final approval, give Company notice of annexations and disannexations of territory by the City, which notice shall include a map and addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers into the city limits no later than sixty (60) days after receipt of notice from the City. The annexed areas added to the city limits will be included in future franchise fee payments in accordance with the effective date of the annexation if notice was timely received from City. Upon request from City, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments.

SECTION 19. BOOKS AND RECORDS

ORDINANCE NO. 13 -

(A) Company agrees that at the time of each quarterly payment, Company shall also submit to the City a statement showing its Gross Revenues for the preceding calendar quarter as defined in the Definition Section of this franchise. City shall be entitled to treat such statement as though it were sworn and signed by an officer of Company.

(B) City may, if it sees fit, upon reasonable notice to the Company, have the books and records of Company examined by a representative of City to ascertain the correctness of the reports agreed to be filed herein. The Company shall make available to the auditor such personnel and records as the City may in its reasonable discretion request in order to complete such audit, and shall make no charge to the City. The Company shall assist the City in its review by providing all requested information no later than fifteen (15) calendar days after receipt of a request. The cost of the audit shall be borne by the City unless the audit discloses that the Company has underpaid the franchise fee by 10% or more, in which case the reasonable costs of the audit shall be reimbursed to the City by the Company. If such an examination reveals that Company has underpaid the City, then upon receipt of written notification from City regarding the existence of such underpayment, Company shall undertake a review of the City's claim and if said underpayment is confirmed, remit the amount of underpayment to City, including any interest calculated in accordance with the Section 19, titled "Payments to the City" subsection (D). Should Company determine through examination of its books and records that City has been overpaid, upon receipt of written notification from Company regarding the existence of such overpayment, City shall review Company's claim and if said overpayment is confirmed, remit the amount of overpayment to Company.

(C) If, after receiving reasonable notice from the City of the City's intent to perform an audit as provided herein, the Company fails to provide data, documents, reports, or information required to be furnished hereunder to the City, or fails to reasonably cooperate with the City during an audit conducted under the terms hereunder, the Company shall be liable for payment of a fee as set forth herein. The City shall give the Company written notice of its intent to impose a fee and shall provide Company with a period to cure its failure, such period not to exceed five (5) working days. If the Company fails to cure the alleged failure within the prescribed time period, the Company's alleged failure to comply shall be heard at a public meeting of the City Council. The Company shall be given written notice of the public meeting no later than five (5) working days prior to the posting date of the agenda for the City Council meeting at which such failure is scheduled to be considered by the Council. The notice to the Company shall include a list of the failures complained of. Company shall have an opportunity to address the Council at such public meeting. Commencing five (5) calendar days following the adoption of a resolution or an ordinance of the City that finds and determines a failure of Company to comply with the requirements of this Section, Company may be subject to termination as outlined in Section 24 entitled "Termination."

SECTION 20. RESERVATION OF RIGHTS: GENERAL

(A) The City reserves to itself the right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of Company's use of the Public Rights-of-Way to ensure the rendering of efficient public service, and the maintenance of Company's System in good repair throughout the term of this Franchise.

(B) The rights, privileges, and Franchise granted by this Ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other Person for the purpose of furnishing gas for light, heat, and power for City and the inhabitants thereof.

(C) City expressly reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for the City and inhabitants thereof.

(D) Nothing herein shall impair the right of the City to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas, or to provide and fix a scale

ORDINANCE NO. 13 -

of prices for natural gas, and other charges, to be charged by Company to residential consumers, commercial consumers, industrial consumers, or to any combination of such consumers, within the territorial limits of the City as same now exists or as such limits may be extended from time to time hereafter.

SECTION 21. RIGHT TO INDEMNIFICATION, LEGAL DEFENSE AND TO BE HELD HARMLESS

(A) In consideration of the granting of this Franchise, Company agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees (City and such other persons and entities being collectively referred to herein as "Indemnitees"), from and against all suits, actions or claims of injury to any person or persons, or damages to any property brought or made for or on account of any death, injuries to, or damages received or sustained by any person or persons or for damage to or loss of property arising out of, or occasioned by Company's intentional and/or negligent acts or omissions in connection with Company's operations.

(B) The Company's obligation to indemnify Indemnitees under this Franchise Ordinance shall not extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence of one or more Indemnitees. In such case the obligation to indemnify shall be reduced in proportion to the negligence of the Indemnitees. By entering into this Franchise Ordinance, City does not consent to suit, waive any governmental immunity available to the City under Texas law or waive any of the defenses of the parties under Texas law.

(C) Except for instances of the City's own negligence, City shall not at any time be required to pay from its own funds for injury or damage occurring to any person or property from any cause whatsoever arising out of Company's construction, reconstruction, maintenance, repair, use, operation or dismantling of System or Company's provision of service.

(D) In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Company shall, upon notice from any of the Indemnitees, at Company's sole cost and expense, resist and defend the same with legal counsel selected by Company; provided, however, that Company shall not admit liability in any such matter on behalf of the Indemnitees without their written consent and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Company. Company's obligation to defend shall apply regardless of whether City is solely or concurrently negligent. The Indemnitees shall give Company prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section. Nothing herein shall be deemed to prevent the Indemnitees at their election and at their own expense from cooperating with Company and participating in the defense of any litigation by their own counsel. If Company fails to retain defense counsel within seven (7) business days after receipt of Indemnitee's written notice that Indemnitee is invoking its right to indemnification under this Franchise, Indemnitees shall have the right to retain defense counsel on their own behalf, and Company shall be liable for all reasonable and necessary defense costs incurred by Indemnitees.

SECTION 22. INSURANCE

The Company will maintain an appropriate level of insurance in consideration of the Company's obligations and risks undertaken pursuant to this Franchise, unless a specific amount is required by the City's Right-of-Way Management Ordinance, in which case said Ordinance shall prevail. Such insurance may be in the form of self-insurance to the extent permitted by applicable law, under an approved formal plan of self-insurance maintained by Company in accordance with sound accounting and risk-management practices. A certificate of insurance shall be provided to the City. The Company will require its self-insurance to

ORDINANCE NO. 13 -

respond to the same extent as if an insurance policy had been purchased naming the City as an additional insured, and any excess coverage will name the City as an additional insured up to the amounts required by the City's Right-of-Way Management Ordinance.

SECTION 23. TERMINATION

(A) Right to Terminate.

In addition to any rights set out elsewhere in this Franchise Ordinance, the City reserves the right to terminate the Franchise and all rights and privileges pertaining thereto, in the event that the Company violates any material provision of the Franchise.

(B) Procedures for Termination.

(1) The City may, at any time, terminate this Franchise for a continuing material violation by the Company of any of the substantial terms hereof. In such event, the City shall give to Company written notice, specifying all grounds on which termination or forfeiture is claimed, by certified mail, addressed and delivered to the Company at the address set forth in the Section titled "Notices" hereof. The Company shall have sixty (60) days after the receipt of such notice within which to cease such violation and comply with the terms and provisions hereof. In the event Company fails to cease such violation or otherwise comply with the terms hereof, then Company's Franchise is subject to termination under the following provisions. Provided, however, that, if the Company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the Franchise will not be terminated.

(2) Termination shall be declared only by written decision of the City Council after an appropriate public proceeding whereby the Company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. The Company shall be provided notice in writing at least fifteen (15) working days prior to any public hearing concerning the termination of the Franchise. In addition, ten (10) days notice by publication shall be given of the date, time and place of any public hearing to interested members of the public, which notice shall be paid for by the Company.

(3) The City, after full public hearing, and upon finding material violation or failure to comply, may terminate the Franchise or excuse the violation or failure to comply, upon a showing by the Company of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the City Council.

(4) Nothing herein stated shall preclude Company from appealing the final decision of the City Council to a court or regulatory authority having jurisdiction.

(5) Nothing herein stated shall prevent the City from seeking to compel compliance by suit in any court of competent jurisdiction if the Company fails to comply with the terms of this Franchise after due notice and the providing of adequate time for Company to comply with said terms.

SECTION 24. RENEGOTIATION

If either City or Company requests renegotiation of any term of this Ordinance, Company and City agree to renegotiate in good faith revisions to any and all terms of this Ordinance. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Ordinance will continue in effect for the remaining term of the Franchise.

SECTION 25. SEVERABILITY

This Ordinance and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. If any term or provision of this Ordinance is held to be illegal, invalid or unenforceable, the legality,

ORDINANCE NO. 13 -

validity or unenforceability of the remaining terms or provisions of this Ordinance shall not be affected thereby.

SECTION 26. NO WAIVER

Either City or the Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION 27. EFFECTIVE DATE

This Franchise shall be effective on April 1, 2013, if Company has filed its acceptance as provided by the Section 5 titled "Acceptance of Terms of Franchise" herein.

PASSED AND APPROVED this 14th day of May 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

ORDINANCE NO: 1063

AN ORDINANCE GRANTING TO LONE STAR GAS COMPANY, A DIVISION OF ENSERCH CORPORATION, A CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF BEDFORD, TARRANT COUNTY, TEXAS, FOR THE TRANSPORTING, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; AND PROVIDING THAT IT SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

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

SECTION 1: That the City of Bedford, Texas, hereinafter called "City", hereby grants to Lone Star Gas Company, a Division of ENSERCH CORPORATION, hereinafter called "Company," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public places, public thoroughfares, and grounds of City for the purpose of laying, maintaining, constructing, operating, and replacing therein and thereon pipelines and all other appurtenant equipment needed and necessary to deliver gas in, out of, and through said City and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, and consent being granted for a term of twenty-five (25) years from and after the date of the final passage and approval of this ordinance.

SECTION 2: Company shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment so as to interfere as little as possible with traffic and shall promptly clean up and restore to an approximate original condition, at its cost, all thoroughfares and other surfaces which it may disturb. The location of all mains, pipes, laterals, and other appurtenant equipment shall be fixed under the supervision of the City or an authorized committee or agent appointed by said City. Work done in connection with construction, reconstruction, maintenance, or repairs of the gas utility distribution system shall be done in compliance with all applicable law, rules and regulations of the City of Bedford and of the State of Texas. Except in an emergency, Company shall comply with applicable City ordinances and rules pertaining to notification. When excavating, paving an alley, streets or unpaved public right-of-way, Company shall notify City as soon as practical regarding work performed under emergency conditions.

SECTION 3: When Company shall make or cause to be made excavations or shall place obstructions in any street, alley, or other public place, the public shall be protected by barriers and lights placed, erected, and maintained by Company; and in the event of injury to any person or damage to any property by reason of the construction, operation, or maintenance of the gas distributing plant or system of Company, Company shall indemnify and keep harmless City from any and all liability in connection herewith. Company shall repair, clean up, and restore to an approximate original condition all streets and alleys disturbed during the construction and repair of its gas distributing system.

SECTION 4: In addition to the rates charged for gas supplied, Company may make and enforce reasonable charges, rules and regulations for service rendered in the conduct of its business including a charge for services rendered in the inauguration of natural gas service, and may require, before furnishing service, the execution of a contract therefor. Company shall have the right to contract with each customer with reference to the installation of, and payment for, any and all of the gas piping from the connection thereof with the Company's main in the streets or alleys to and throughout the consumer's premises. Company shall own, operate and maintain all service lines, which are defined as the supply lines extending from the Company's main to the Customer's meter where gas is measured by Company. The consumer shall own, operate, and maintain all yard lines and house piping. Yard lines are defined as the underground supply lines extending from the point of connection with Company's customer meter to the point of connection with consumer's house piping. The parties acknowledge that City has exclusive original jurisdiction over Company's gas utility rates, operation and services within the corporate limits of the City under Section 2.01 of the Texas Gas Utility Regulatory Act, Tex. Rev. Civ. Stat. Ann. art. 1446e (Vernon Supp. 1988) or subsequent amendments thereto, and that the Railroad Commission of Texas has appellate jurisdiction over said rates, operations and services. Parties further agree that industrial rates are subject to rates established by the Railroad Commission of Texas.

SECTION 5: Company shall not be required to extend mains on any street more than one hundred (100') feet for any one consumer of gas.

SECTION 6: Company shall be entitled to require from each and every consumer of gas, before gas service is commenced, a deposit in an amount calculated pursuant to the Company's Quality of Service Rules as may be in effect during the term of this franchise. Said deposit shall be retained and refunded in accordance with such Quality of Service Rules and shall bear interest, as provided in Tex. Rev. Civ. Stat. Ann. art. 1440a

(Vernon Supp. 1988) as it may be amended from time to time. Company shall be entitled to apply said deposit, with accrued interest, to any indebtedness owed Company by the consumer making the deposit. Said Quality of Service Rules are established by Company and approved by City under the provisions of the Texas Gas Utility Regulatory Act, Tex. Rev. Civ. Stat. Ann. art. 1446e (Vernon Supp. 1988) or subsequent amendments thereto.

SECTION 7: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of furnishing gas for light, heat, and power to and for City and the inhabitants thereof.

SECTION 8: Company shall furnish reasonable adequate service to the public at reasonable rates and charges therefor; and Company shall maintain its property, equipment, and appliances in good order and condition.

SECTION 9: Company, its successors and assigns, agrees to pay and City agrees to accept, on or before the forty-five (45) days following the calendar quarter ending on March 31, 1988, a sum of money which shall be equivalent to two percent (2%) of the gross receipts received by Company from the sale of gas to its domestic and commercial consumers within the corporate limits of said City (expressly excluding, however, receipts derived from sales to industrial and governmental users and consumers in said City) for the preceding calendar quarter, and on or before forty-five (45) days following each calendar quarter thereafter during the life of this franchise, up to and including the year 2014, a sum of money which shall be equivalent to four percent (4%) of the gross receipts received by Company from the sale of gas to its domestic and commercial consumers within the corporate limits of said City (expressly excluding, however, receipts derived from sales to industrial and governmental users and consumers in said City) for the preceding calendar quarter, which quarterly payment shall be for the rights and privileges herein granted to Company, including expressly, without limitation, the right to use the streets, alleys, and public ways of said City. And it is also expressly agreed that the aforesaid quarterly payment shall be in lieu of any and all other and additional occupation taxes, easement, and franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), in lieu of municipal license and inspection fees, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges levies, fees, and rentals of whatsoever kind and character which City may now impose or hereafter levy and collect, excepting only the usual general or special ad valorem taxes which City is authorized to levy and impose upon real and personal property.

Should City not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges.

In order to determine the gross receipts received by Company from the sale of gas (expressly excluding the sale of gas to industrial and governmental consumers) within the corporate limits of City, Company agrees that on the same date that payments are made, as provided in the preceding paragraph of this Section 9, it will file with the City Clerk a sworn report showing the gross receipts received from the sale of gas to its domestic and commercial consumers within said corporate limits for the quarterly period preceding the date of payment. City may, if it sees fit, have the books and records of Company examined by a representative of said City to ascertain the correctness of the sworn reports agreed to be filed herein.

Receipts from sales to governmental users or consumers shall include all those receipts derived from the sale of gas to federal, state, county or city governments or branches and subdivisions thereof, school districts, or other similar districts, it being the intention to include within the term "governmental users and consumers" all tax-supported institutions owned or operated directly or indirectly by said governments and branches or subdivisions thereof, such as schools, colleges, hospitals, eleemosynary institutions, army or training camps, airports, courthouses, city hall, and other institutions of like or similar kind and character.

"Industrial users or consumers", as herein used, are those users or consumers identified as such under the Standard Industrial Classification manual published by the executive office of the President of Management and Budget or by the Railroad Commission of Texas.

SECTION 10: When this franchise ordinance shall have become effective, all previous ordinances of said City granting franchises for gas distribution purposes which were held by Company shall be automatically cancelled and annulled, and shall be of no further force and effect.

SECTION 11: Company shall file its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by said City.

PRESENTED AND PASSED on First Reading this 9th day of February, 1988, by a vote of 5 ayes 0 nays 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

PASSED AND APPROVED on Second Reading this 22nd day of March, 1988, by a vote of 5 ayes 0 nays 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

L. Don Dodson
L. Don Dodson, Mayor

ATTEST:

Beth A. Davis
Beth A. Davis, City Secretary

APPROVED AS TO FORM:

Barbara E. Elliott
Barbara E. Elliott, City Attorney

EXTRACT FROM THE MINUTES OF
THE CITY COUNCIL OF BEDFORD, TEXAS

The City Council of the City of Bedford, Tarrant County, Texas, convened in regular session on the 22nd day of March, 1988, at 8:00 P.M., with the following persons present:

Mayor: L. Don Dodson

Councilmen: Stan Cramb

Rick Hurt

Pat Rucker

Nelson Moore

Ed Walters

Absent: _____

A quorum being present, came on to be read and considered Ordinance No. 1063 granting to Lone Star Gas Company, a Division of ENSERCH CORPORATION, a Texas corporation, a franchise to furnish and supply natural gas to the general public in the City of Bedford, Texas, for the transporting, delivery, sale and distribution of gas in, out of, and through said municipality for all purposes. On motion made by Nelson Moore and seconded by Pat Rucker which carried unanimously, the City Council voted the passage of the Ordinance and to record same at length in these minutes.

STATE OF TEXAS
COUNTY OF TARRANT
CITY OF BEDFORD

§
§
§

I, Elizabeth A. Davis, City Secretary of the City of Bedford, Texas, do hereby certify that the above and foregoing is a true and correct copy of the proceedings of the City Council of the City of Bedford, Texas, at a regular session, held on the 22nd day of March, 1988, in connection with the passage and adoption of Ordinance No. 1063 granting a franchise to Lone Star Gas Company and that the same is of record in Book XVI, page 39 of the Minutes of the City Council.

WITNESS MY HAND AND SEAL OF SAID CITY, this the 24th day of March, A.D. 1988.



City Secretary

City of Bedford, Texas



Council Agenda Background

PRESENTER: Dr. Roy Turner, Council Member

DATE: 05/14/13

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

ITEM:

Consider a resolution accepting the nomination of Central Pool to be renamed the Roy Savage Pool at Central Park.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

On July 14, 2009, the City Council approved a resolution that adopted the “Policy for Naming/Renaming or Dedicating City Facilities and Property”. This policy provided a formal process for the City Council to evaluate proposals for the naming, renaming or dedicating of City facilities and property. On March 7, 2013, Dr. Turner presented to the Parks and Recreation Advisory Board his proposal to rename Central Pool in honor of Roy Savage. The Board discussed his contribution to the City of Bedford for 12 years on the City Council as well as his direct support of reopening Central Pool after its closure. The Board voted unanimously to support Dr. Turner’s recommendation.

If approved, the Board will plan a dedication ceremony and appropriate signage will be installed.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution accepting the nomination of Central Pool to be renamed the Roy Savage Pool at Central Park.

FISCAL IMPACT:

\$500 from the General Fund Park Division Budget

ATTACHMENTS:

Resolution
Naming Policy
Park Board Minutes

RESOLUTION NO. 13-

A RESOLUTION ACCEPTING THE NOMINATION OF CENTRAL POOL TO BE RENAMED THE ROY SAVAGE POOL AT CENTRAL PARK.

WHEREAS, the City Council of Bedford, Texas approved the "Policy for Naming/Renaming or Dedicating City Facilities and Property" on July 14, 2009; and,

WHEREAS, the City Council of Bedford, Texas recognizes the contributions of Roy Savage to the City of Bedford and the Central Pool reopening project.

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

SECTION 1. That the City Council designates Central Pool to be renamed the Roy Savage Pool at Central Park.

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

PASSED AND APPROVED this 14th day of May 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

City of Bedford
Policy for Naming/Renaming or Dedicating
City Facilities and Property

I. Purpose

To provide a formal process for the City Council of the City of Bedford (the “City Council”) to evaluate proposals for the naming/renaming or dedicating of city facilities and property such as streets, buildings, rooms, gardens, parks or features within or outside a building (“City Facility”). It is the intent of the City of Bedford (the “City”) to review all requests for naming/renaming or dedicating, evaluate each request in accordance with the following guidelines, and provide recommendations to City Council concerning the naming of a City Facility

II. Process

To request a name for a City Facility, an Applicant should submit a written request to the City Council through the City Manager’s office. An Applicant may obtain a copy of the Naming Guidelines from the Library Administration located at 1805 L. Don Dodson Drive, Bedford, TX 76021, the Parks Administration located at 2140 L. Don Dodson Drive, Bedford, TX 76021, or the City Secretary’s Office at 2000 Forest Ridge Drive, Bedford, TX 76021. The application should clearly state the name of the requesting person, entity or organization along with the name, address and phone number of a contact person, and the exact name being requested for a City Facility. The request must include all information as stated in the Naming Guidelines below and verified by City staff. Upon receipt of all information, the City staff will review the application and request any clarification as needed.

III. Guidelines for Naming/Renaming or Dedicating a City Facility

- A. Proposed names for a City Facility may include one of the following:
1. An adjacent street to a new or current City Facility;
 2. Predominant physical features (such as lakes, rivers, creeks, etc.) in or adjacent to a new or current City Facility;
 3. The subdivision in which a new or current City Facility is located;
 4. A significant historic feature or event that would warrant having a new or current City Facility bear the name;
 5. A person, entity or organization that has made exceptional contributions to the City of Bedford. Exceptional contributions that would warrant having a new or current City Facility bear the name including, but not limited to:

- a) Donating or contributing a significant amount of funding for the construction, reconstruction, renovation, or furnishing of a new or current City Facility.
 - b) Providing direct and significant volunteer services benefiting the public as a local or community leader.
- B. Persons currently holding a local elected office or serving on a Board or Commission may not be considered for having his or her name be considered for naming or a new or current City Facility.
- C. The City Council reserves the right to deny an application for Naming/Renaming or Dedicating a City Facility from any person, business or organization. The consideration by the City Council will not be based on race, age, color, religion, sex, ancestry, national origin, disability, or place of birth but on what the City Council and or City staff determines in its sole discretion to be in the best interest for the City.

IV. Procedures for Naming/Renaming or Dedicating a City Facility

- A. A person, entity or organizations shall submit a written nomination for the naming of a new or current City Facility, along with any information deemed necessary to support the justification for such request, to the City Manager's Office located at 2000 Forest Ridge Drive, Bedford, TX 76021. The nomination shall include, but not be limited to:
- 1. Reasons for the proposed name or dedication of a new or current City Facility;
 - 2. Evidence of community support for the proposed name or dedication of a new or current City Facility;
 - 3. Petitions, if submitted, must state the intent and include printed names, signatures, addresses, zip codes and telephone numbers of each signer as proof of residency supporting the naming or dedication of a new or current City Facility.
- B. The City Manager, or his/her designee, shall:
- 1. Review the nomination in accordance with Section III of the guidelines;
 - 2. Research, review and study the supporting documentation; and
 - 3. Forward recommendation to the City Council for review.

City of Bedford Parks and Recreation Board Minutes March 7, 2013

State of Texas §
County of Tarrant §
City of Bedford §

The Parks and Recreation Board of the City of Bedford met in a regular session at the Old Bedford School Meeting Room on March 7, 2013 with the following in attendance:

- | | | | |
|-------------------------|---------|--------------------|---------|
| 1. Douglas Allbach | Present | 7. Bill Nichols | Present |
| 2. Jeannette Cook | Absent | 8. Andrea Sarnoff | Present |
| 3. Linda Flemming | Present | 9. Cathy Schneider | Absent |
| 4. Charles Higginbotham | Present | 10. Dewey Tennant | Absent |
| 5. Doyle Lee | Present | 11. Drenda Witt | Present |
| 6. Lisa McMillan | Absent | | |

City Council/Staff Representatives Present:

Jim Davisson – City Council liaison

Mirenda McQuagge-Walden - Managing Director of Community Services

Don Henderson – Parks Superintendent

CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Bill Nichols.

APPROVAL OF MINUTES

- 1. Consider approval of the following Parks and Recreation Board Minutes:**
a) February 7, 2013 regular meeting

A motion was made by Doyle Lee, seconded by Douglas Allbach to approve the February minutes as written. The motion passed unanimously.

OLD BUSINESS

- 2. Discussion and possible action on City of Bedford Naming/Sponsorship Policy.**

Councilman Dr. Turner asked that the board consider honoring former councilman Roy Savage by naming a park facility in his honor. A motion was made by Douglas Allbach, second by Doyle Lee, to name the Central Park Pool the Roy Savage Pool at Central Park. The motion passed.

- 3. Discussion on Dog Park progress and fundraising.**

A \$1,500 donation has been received from Brown Trail Animal Hospital for the Dog Park. A fund raising brochure is now available.

The official opening of the Dog Park will be June 1. Festival will be from 9 a.m. to 11 a.m. and ribbon cutting will be at 10 a.m.

City of Bedford Parks and Recreation Board Minutes March 7, 2013

4. Discussion and possible action on Amending Ch. 86 Parks and Recreation of the City of Bedford Codes and Ordinances.

A motion was made by Drenda Witt, and seconded by Charles Higginbotham to approve revised Ordinance 13 and dog park rules with minor changes. The motion passed.

A motion was made by Drenda Witt, and seconded by Linda Flemming, that the City Manager will be the approval for serving/selling liquor in park facilities. The motion passed.

NEW BUSINESS

5. Discussion and possible action regarding FY 2013/14 Budget priorities.

Mirenda Walden reviewed budget priorities and asked that any additions be forwarded to her prior to the next meeting. Douglas Allbach asked about an accessible park for the disabled.

6. Discuss participation in the Bedford Clean Up Day on April 27.

The group discussed and agreed to participate in the Bedford Clean Up Day on April 27. They will focus on the Bedford Trails.

REPORTS

7. Discuss individual Park assignments:

- a. **Bedford Trails** – looks good, stop signs are down.
- b. **Boys Ranch** – looks good, new paint on concession stands looks good, concern about no fishing signs.
- c. **Brook Hollow** – pavilion frame needs cleaning, loose light poles, glass panels missing from lights
- d. **Carousel** –closed
- e. **Central** – no report
- f. **Harris Ryals** – no report
- g. **Meadowpark** – some trash, looks good
- h. **Monterrey** – no report
- i. **Stormie Jones** – looks good

8. Staff updates on recreation programs.

- Spring break day camp
- Valentines Dance

NEXT MEETING

9. **The next meeting of the Parks and Recreation Board will be held on Thursday, April 4, 2013.**

City of Bedford Parks and Recreation Board Minutes March 7, 2013

ADJOURNMENT

There being no further business, a motion was made by Drenda Witt, and seconded by Charles Higginbotham to adjourn the meeting. Motion passed and the meeting was adjourned at 7:30 p.m.

Jeannette Cook, Chairperson
City of Bedford, Parks & Recreation Board



Council Agenda Background

PRESENTER: Clifford Blackwell, CGFO

DATE: 05/14/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with the law firm of Linebarger, Goggan, Blair & Sampson, LLP for the collection of delinquent court fees, fines and the associated court costs and to allow the imposition of a 30% collection fee on same pursuant to Article 103.0031 of the Texas Code of Criminal Procedure.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Bedford Municipal Court is responsible for the adjudication of Class C Misdemeanor violations provided by State Law and the City's Code of Ordinances. The Municipal Court processes around 15,000 cases annually. Of these cases, approximately 62% of the defendants respond to the citation and timely resolve their cases. However, the remaining 38% fail to respond within the appropriate timeframe, thus prompting the Municipal Court to issue warrants for their arrest. Once the outstanding warrant has remained active for 60 days, the case file becomes delinquent and is forwarded to a collection agency to work on behalf of the Bedford Municipal Court collecting the outstanding fines, fees and court costs.

In December 2009, the City Council authorized the City Manager to enter into a contract with McCreary, Veselka, Bragg & Allen, P.C. (MVBA), a law firm based out of Round Rock, Texas for a one-year term with two optional one-year renewals. As of December 2012, the total contract term officially expired; however, there is a verbal agreement between both parties to continue the terms of the contract until otherwise notified. In the event the City of Bedford terminates its contract with MVBA, this firm is entitled to continue its collection activity on all previously referred accounts six months from the date of the receipt of the "Notice of Termination of Contract".

Since the inception of this agreement, the City has referred approximately 24,897 accounts worth \$7,169,384 to MVBA. Of this amount, 4,814 accounts have been cancelled or recalled thus reducing the outstanding balance to \$5,637,464. So far, they have collected \$1,084,733 (19.2%) in outstanding fees, fines and court costs.

Over the past few months, staff has met with representatives from Linebarger, Goggan, Blair & Sampson, LLP (Linebarger et. al.) about the possibility of collecting outstanding fines, fees, and court costs for delinquent municipal court cases. The City is very familiar with Linebarger et. al. because they currently collect the City's delinquent property taxes and have done so for almost 20 years. They are a national law firm that specializes in public sector collections, serving over 2,200 clients nation-wide. With 20 offices throughout the State of Texas, their Fort Worth office is within close proximity to the City of Bedford.

Currently, Linebarger collects outstanding court fines and fees for the City of North Richland Hills as well as the City of Grapevine. Since March 2004, Linebarger has collected more than \$3 million in delinquent court fees and fines for North Richland Hills, achieving an overall collection rate of 60.3%. Additionally, they have collected over \$1.7 million for the City of Grapevine since January 2002, thus achieving an overall net collection rate of 30%.

After working with Linebarger et. al. in collecting delinquent property taxes and assisting the City in maintaining a high collection rate (approximately 99%), staff believes this firm can also help raise collection efforts in delinquent fines, fees, and court costs.

Staff recommends the City Council authorize the City Manager to enter into a contract with Linebarger et. al. for the collection of delinquent court fees, fines and court costs. The term of the contract shall be for a period of one year from its effective date, with an automatic renewal each year, unless otherwise notified by either party sixty days prior to the expiration date of the contractual term.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with the law firm of Linebarger, Goggan, Blair & Sampson, LLP for the collection of delinquent court fees, fines and the associated court costs and to allow the imposition of a 30% collection fee on same pursuant to Article 103.0031 of the Texas Code of Criminal Procedure.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Contract for Collection Services

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE LAW FIRM OF LINEBARGER, GOGGAN, BLAIR & SAMPSON, LLP FOR THE COLLECTION OF DELINQUENT COURT FEES, FINES AND THE ASSOCIATED COURT COSTS AND TO ALLOW THE IMPOSITION OF A 30% COLLECTION FEE ON SAME PURSUANT TO ARTICLE 103.0031 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.

WHEREAS, the City Council of Bedford, Texas has determined that it is in the public interest to enter into a contract with the law firm of Linebarger, Goggan, Blair & Sampson, LLP to provide legal services related to the collection of unpaid court fines, fees, court costs, forfeited bonds, restitution and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure ("Fines and Fees"); and,

WHEREAS, the City of Bedford, Texas wishes to defray the costs of collection that it incurs under a contract for collection of delinquent court fines and fees between said City and a collection firm as authorized under the provisions of Article 103.0031, Texas Code of Criminal Procedure; and,

WHEREAS, under said article, the City Council of Bedford, Texas is empowered to authorize the addition of 30% on each debt and account receivable, including fines and fees, and on each amount in cases in which the accused has failed to appear, when each is more than sixty days past due and has been referred for collection.

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 in to a contract with the law firm of Linebarger, Goggan, Blair & Sampson, LLP for the collection of delinquent court fines, fees, court costs, forfeited bonds, and restitution and other amounts owed in the Bedford Municipal Court that are more than sixty days past due.

SECTION 2. That the City of Bedford in accordance with Article 103.0031, Texas Code of Criminal Procedure shall impose a collection fee of 30% on unpaid court fines, fees, court costs, forfeited bonds, and restitution and other amounts owed in the Bedford Municipal Court that are more than sixty days past due.

SECTION 3. That this resolution shall take effect from and after the date of passage.

PASSED AND APPROVED this 14th day of May 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF TARRANT

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between CITY OF BEDFORD, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas

Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than (e.g., "weekly", "monthly", etc).

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3 *Compensation*

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder:

(a) (0%) percent of all the fines and fees subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT and that were incurred under Art. 103.0031(a)(2), Texas Code of Criminal Procedure, as a result of the commission of a criminal or civil offense committed before June 18, 2003; and

(b) thirty (30%) percent of the total amount of all other fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT.

All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4 *Intellectual Property Rights*

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby

grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services.

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective _____ (the "Effective Date") and shall expire on _____ (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT

shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7

Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of Client Services
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

EXECUTED ON the day of , 20 .

By: _____

Linebarger Goggan Blair & Sampson, LLP

By: _____

For the FIRM



Council Agenda Background

PRESENTER: Maria Redburn, Library Manager

DATE: 05/14/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into agreements with Tech Logic for a Full Service Program Agreement, Self Checkout Software License Renewal and Extended Hardware Warranty Agreement in the amount of \$37,228.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On November 10, 2009, the City Council approved a contract with Tech Logic to design, construct and install a state of the art, staff-efficient, RFID-based self-checkout, automated materials handling sorter and conveyance system for the Bedford Public Library. The initial warranty expired after one year. On September 11, 2012, City Council approved the City Budget which included \$28,000 for a Full Service Agreement and \$10,000 for the Self Checkout Software License Renewal and Extended Hardware Agreement.

It is the responsibility of the City of Bedford to maintain the automated materials handling sorter and conveyance system. Tech Logic's Full Service Maintenance Program includes:

- Four preventative maintenance visits,
- Labor associated with service calls,
- Guaranteed onsite service call within 24 hours, should one be required,
- Coverage for failure of major system components,
- All software updates, patches, and routine troubleshooting,
- Licensing for the AST software,
- 10% discount on all parts, and
- Shipping and handling on normal wear parts

The Full Service Agreement does not cover:

- Normal wear parts such as bearings, belts, chains, sprockets, batteries etc.,
- Weekly maintenance of the automated materials handling sorter such as photo eyes,
- Monthly washing of belts, and
- Monthly check and greasing of bearings

Library staff perform all required care not covered by the Full Service Agreement. Staff has a schedule and log of required maintenance including cleaning of belts, photo eyes and battery charging.

The Full Service Agreement is \$28,000. Tech Logic has contracted with BankTec Hardware Services to respond to all service calls in the Dallas/Fort Worth Area. During the warranty period, Tech Logic had BankTec on site 11 times to do maintenance and resolve issues with belts and bearings. Tech Logic provided telephone support on 38 separate occasions which would have cost the City \$7,600. Since October of this year, the Library has had one preventative maintenance visit, five maintenance visits, eight support calls and switched out two rollers. Total cost of services for 2011 – 2012 without the Full Service Agreement would have been \$28,710 and \$27,610 for 2012-2013.

Tech Logic has an exclusivity clause in the BankTec contract which prevents them from working on our system should the City decide not to do the Full Service Agreement. At this time, there are no other companies in North Texas certified to work on the Tech Logic Machinery. If the City of Bedford elects to not do the Full Service Agreement, the City will be responsible for all materials and labor costs which are \$200/hour with a three hour minimum. All service calls would be scheduled; however, there would be no 24-hour minimum guaranteed response time.

In addition to the Full Service Agreement for the automated materials handling system, a renewal of the Tech Logic software licenses is required in order to continue to receive software support, technical support, and upgrades. Tech Logic guarantees a two hour response time on all issues during normal business hours. Tech Logic will install all software upgrades and will also provide support for remote installation assistance, usage, product compatibility, interoperability, diagnostic information and defect inquiries about eligible software products. The Library has ten licenses which need to be renewed for a total of \$4,000.

The final item applies to the extended hardware for the ten RFID antennas and three security gate pedestals. Five of the antennas are connected to the self-checkout stations. The additional five antennas are used by staff to program RFID security tags, process holds and check in materials. Failure of the antennas would reduce customer service levels for the public since 100% of the checkout is done at the self-checkout stations. There are no antennas located at the public service desks. The security gate pedestals sound an alarm when a patron does not check out an item. Telephone support is included during business hours. Under the Extended Warranty Agreement, Tech Logic will repair or replace any defective hardware or part. A guaranteed 24-hour service response from the time of the report is also included. The Extended Hardware Warranty Agreement is \$5,228.

The total cost for the Full Service Agreement, Software License Renewal and Extended Hardware Warranty is \$37,228. All three agreements have been reviewed and approved by the City Attorney.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into agreements with Tech Logic for the Full Service Program Agreement, Self Checkout Software License Renewal and Extended Hardware Warranty Agreement in the amount of \$37,228.

FISCAL IMPACT:

Budget FY 12/13: \$38,000
Actual Amount: \$37,228
Variance: \$722

ATTACHMENTS:

Resolution
Full Service Agreement
Software License Renewal Agreement
Extended Warranty Agreement

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH TECH LOGIC FOR A FULL SERVICE PROGRAM AGREEMENT, SELF CHECKOUT SOFTWARE LICENSE RENEWAL AND EXTENDED HARDWARE WARRANTY IN THE AMOUNT OF \$37,228.

WHEREAS, the City Council of the Bedford, Texas approved the purchase of an RFID-based self-checkout, automated materials handling sorter and conveyance system; and,

WHEREAS, the automated materials handling sorter and conveyance system is critical to the operation of the Bedford Public Library; and,

WHEREAS, the software required to operate the self-checkout and automated materials handling sorter requires an annual renewal; and,

WHEREAS, the RFID antennas provide the ability for patrons to check out; and,

WHEREAS, the security gates prevent theft of Library materials; and,

WHEREAS, the City of Bedford staff recommends that the City Council approve a Full Service Maintenance Agreement, Software License Agreement and an Extended Warranty Agreement with Tech Logic.

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 contract in the amount of \$28,000 with Tech Logic for the Full Service Maintenance Agreement

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a contract in the amount of \$4,000 with Tech Logic for the Self Checkout Software License Agreement.

SECTION 3. That the City Council does hereby authorize the City Manager to enter into a contract in the amount of \$5,228 with Tech Logic for the Extended Hardware Warranty Agreement.

SECTION 4. That this resolution shall take effect from and after the date of passage.

PASSED AND APPROVED this 14th day of May 2013, by a vote of ayes, nays and abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

TECH LOGIC FULL SERVICE MAINTENANCE PROGRAM

TERMS AND CONDITIONS

Library: Bedford Public Library, Bedford, TX Effective Date: 05/11/2013

This Full Service Program is entered into this 9th day of April, 2013, by and between Tech Logic Corporation ("Tech Logic") and the Bedford Public Library, Bedford, TX. The term of this program begins on 05/11/2013 and runs through 05/10/2014 at which time it will enter the automatic renewal phase as described herein.

Tech Logic offers an annual (12 month) renewable full service program for new Tech Logic AMH systems, which begins on the first day after expiration of warranty coverage on all Tech Logic System components and software.

This program is defined as:

- All mechanical labor and software support¹.
- Normal wear "consumable" parts are not included². These parts are offered at a ten (10) percent discount from the current Tech Logic price list.
- (4) Preventative maintenance visits are included.
- Each preventative maintenance visit consists of one eight (8) hour day at the Library.
- Additional labor hours are billable at \$200 per hour over the eight (8) included in the preventative maintenance visit.
- The price of this program is (\$28,000) for 2013-2014.
- The price of this service program is subject to change for subsequent annual service periods.³

TERMS AND CONDITIONS

The following terms and conditions shall be applicable:

- Parts: At our discretion, new, non-original manufacturer or remanufactured parts may be used to perform any repairs. Tech Logic may elect to discontinue certain products for a variety of reasons, including but not limited to; the product is obsoleted at the end of its life cycle, key product components are no longer being manufactured, vendor obsolescence or technology obsolescence.
- Telephone Support: Service includes unlimited telephone support with a response from the right expert within two hours excluding company holidays defined as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Holidays falling on Saturday will be observed on the Friday before. Holidays falling on Sunday will be observed the Monday after.
- Service Support: Includes response within 24 hours. Library will notify Tech Logic of any Mechanical or Software issue via telephone. Tech Logic will attempt to correct the issue via telephone support and remote proxy. Should Library and Tech Logic agree that an onsite visit is required, Tech Logic shall provide the Library with an action plan

including the anticipated on-site time for the technician. Upon receiving authorization from the Library, Tech Logic or its partnered national service provider will proceed with the site visit. Preventative maintenance visits are provided by our partnered service provider.

- Shipping: Shipping charges shall only be incurred when ordering replacement wear items.
- Exclusions: Any damage to the automated sorter or its components caused by the misuse, neglect, or unauthorized repair and maintenance of the equipment, is specifically not covered.
- Routine Weekly Maintenance not included: Routine weekly maintenance as described in the original maintenance documentation provided at the time of sale shall continue to be the responsibility of Library.
- Finance Charge: Delinquent payments shall incur a finance charge of 1.5% per month, with service being suspended until the account is cleared.
- Notices: The notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, or electronic mail to the address which appears below each party's signature below or to such other address as any party shall specify by notice in writing to the other party and
- Term: This service program commences on the Effective Date and, subject to this program, continues from year to year in automatic renewal to be invoiced yearly at anniversary date. Either Party may give written notice to the other not less than thirty (30) business days before the annual anniversary of the Effective Date of this service program should renewal be declined.
- Compliance with Laws, Codes, Licensing, and Other Standards: Library shall timely advise Tech Logic of any State and/or Local statutes, rules, codes, licensing, regulations, and other standards which may affect this service program and work performed hereunder; and Library shall pay for, and solely bear, all costs of compliance associated therewith.
- Liability: Tech Logic shall not be liable for special, indirect, incidental, consequential damages to the sortation system that arises from negligence of the Library or its patrons.
- Assignment: This service program and all rights and obligations hereunder shall not be assignable by Library except with the prior written consent of Tech Logic. A change in control shall be deemed an assignment subject to this subsection. This service program shall be binding upon each party's permitted successors and assigns.
- Modification: Any modification or alteration of this service program shall be effective only upon written agreement of the parties thereupon.
- Complete Terms and Conditions: This service program subscription constitutes the entire agreement between the parties with regard to the subject matter hereof. No other representations, understandings or agreements have been made or relied upon in the making of this Service Agreement other than those specifically set forth herein. The parties herein acknowledge that they have read the terms and conditions, understand it and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the agreement between the parties.
- Force Majeure. Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this program during any period in which such performance is delayed by circumstances beyond its reasonable control

including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure events lasts longer than thirty (30) days, the other party may immediately terminate the applicable program by giving written notice to the delayed party.

¹ All mechanical labor is included except for routine maintenance. All software updates, patches, routine trouble shooting is included.

² Normal wear parts include the following:

AST Systems

- Bearings
- Belts
- Chains
- Elastic Drive Bands
- Phenolic Rollers
- Sprockets

I.A Bins

- Batteries
- Brakes
- Brake Cables
- Cables
- Chains
- Sprockets

³ Price of the service program shall not exceed an increase of 10% on an annualized basis.

These terms and conditions are agreed upon by the parties signed below:

Tech Logic Corporation	Library
By: <u></u>	By: _____
Title: Vice President of Customer Experience	Title: _____
Date: <u>4/9/13</u>	Date: _____
Address: 1818 Buerkle Road White Bear Lake, MN 55110	Address: _____ _____

CircIT Software License Agreement
Contract Date: 05/01/2013

This SOFTWARE SUPPORT AGREEMENT is made this 1st day of May, 2013, by and between Tech Logic Corporation (“Tech Logic”) and the Bedford Public Library (“Library”).

1. SERVICE AND DURATION

Access to Online Self-Help Support Services: All Tech Logic customers who purchase a CircIT software license will have access to the online self-help services available at www.Tech-Logic.com. The services available within our customer portal include basic assistance for software fixes, marketing information, training information, software documentation, planned enhancement and fix information, the ability to submit and view online help tickets, and access to the software support manual.

Remote Technical Support: Contact Tech Logic for specific, task-oriented questions regarding the operation of currently supported software products. This also entitles you to telephone and/or electronic access to Tech Logic’s customer portal and technical product specialists. Types of support available include remote installation assistance, usage, product compatibility, interoperability, diagnostic information, and defect inquiries about eligible software products.

Software Maintenance: Software maintenance includes remote problem analysis and assistance during normal business hours, voice access support for code-related problems, and support for routine installation and usage questions. Access to our web-based customer portal for enhanced electronic support features. This is available only on the licenses covered and the software versions that are currently supported by Tech Logic.

Enhancements: Software enhancements are not included in the software support license. Software enhancements will be purchased at an additional cost. The cost will be determined by the amount of labor and product(s) necessary to complete the request.

Upgrades: Upgrades to software will be announced by Tech Logic. Software version upgrades are included and will be scheduled with the customer at a mutually agreed upon date and time during operating hours of Tech Logic. Should special circumstances require scheduling outside of operating hours, services will be quoted and approved by customer prior to scheduling. Upgrades are done via remote session with the customer. Should the customer request onsite upgrade assistance, Tech Logic will provide a quote for labor, travel and lodging to be approved by the customer prior to execution.

Software License Coverage: All copies/licenses of the software, regardless of how the copies were obtained, must be renewed annually. You are entitled to software support only on the licenses covered.

Response Time: Response time objective of two hours during prime shift for voice and electronic problem submissions. Response time for critical/emergency problems during off-shift hours is based on support availability.

2. PRICING

\$2,000 /per seat first year
\$400/per seat subsequent renewal years*

Fees are due and shall be paid by Library at time of purchase of this Software Support Agreement and upon any subsequent purchase date anniversaries. *Prices are subject to change for subsequent annual periods.

3. TERMS AND CONDITIONS

The following terms and conditions shall be applicable to this Software Support Agreement:

Support: Telephone and/ or email support are available from 8:00 AM-5:00 PM Central time, Mon.-Fri. excluding company holidays defined as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Holidays falling on Saturday will be observed on the Friday before. Holidays falling on Sunday will be observed the Monday after. Contact methods are 1-866-880-9981 or email at customercare@tech-logic.com. Submissions for assistance may also be made through the secure customer portal using our support inquiry system.

Licensing: You are entitled to software support only on the licenses covered by this software support agreement.

Renewal: All copies of the Tech Logic software, including those on servers, workstations, and terminals must be licensed in order to receive software support on those copies. Tech Logic reserves the right to refuse software support on unlicensed or unsupported copies of the Tech Logic software.

Exclusions: Any damage to the software or its components caused by misuse, a malicious virus, unauthorized changes in the software, or unsupported operating systems is specifically not covered under this Software Support Agreement.

Finance Charge: Delinquent payments shall incur a finance charge of 1.5% per month, with service being suspended until the account is cleared.

Liability: Tech Logic shall not be liable for special, indirect, incidental or consequential damages, whether arising from contract or negligence.

Assignment: This CircIT Software License Agreement and all rights and obligations hereunder shall not be assignable by Library except with the prior written consent of Tech Logic. A change in control shall be deemed an assignment subject to this subsection.

Modification: Any modification or alteration of this CircIT Software License Agreement shall be effective only upon written agreement of the parties thereupon.

Complete Agreement: This CircIT Software License Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. No other representations, understandings, or agreements have been made or relied upon in the making of this Software Service Agreement other than those specifically set forth herein. The parties herein acknowledge that they have read this Software Service Agreement, understand it and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the agreement between the parties.

TECH LOGIC CORPORATION
("Tech Logic")


Heidi Weippert
Vice President of Customer Experience

Date: 4/9/13

LIBRARY

By: _____

Date: _____

SCO Hardware Extended Warranty Agreement

Effective Date:05/01/2013

For the

Bedford Public Library, Bedford, Texas

ARTICLE 1 – NEW SCO SYSTEM

Tech Logic offers an annual (12 month) Extended Warranty Agreement for Tech Logic's Self Checkout Hardware Systems and/or single components thereof.

COVERAGE:

- Tech Logic will, at its option, repair or replace any defective hardware or part thereof.
- All parts are covered by this Agreement as listed in Article 2, subject to the terms and conditions herein except as excluded by Article 3.
- This Warranty Agreement will include service and support as defined in Article 3.
- Payment of invoice(s) shall be due and paid by Library within thirty (30) calendar days thereof. Failure to make such payment by the due date(s) shall void this Warranty Agreement.

ARTICLE 2 – PRICING

- The price of this Extended Warranty Agreement is (\$5,227.50)
- The Extended Warranty Agreement includes the following components; ten (10) RFID antennas and three (3) gate pedestals.
- The price of this Extended Warranty Agreement is subject to change for subsequent annual service periods.

ARTICLE 3 – TERMS AND CONDITIONS

The following terms and conditions shall be applicable to Article 1 herein:

Parts: At our discretion, new, non-original manufacturer or remanufactured parts may be used to perform any repairs or replacements. Tech Logic may elect to discontinue certain products for a variety of reasons, including but not limited to; the product is obsoleted at the end of its life cycle, key product components are no longer being manufactured, vendor obsolescence or technology obsolescence. Expendable and/or consumable items or parts included with the equipment are not covered under this agreement.

Telephone Support: Service includes unlimited telephone support between the hours of 8:00 AM-5:00 PM Central time, Mon.-Fri. excluding company holidays defined as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day. Holidays falling on

Saturday will be observed on the Friday before. Holidays falling on Sunday will be observed the Monday after. The toll free telephone number for support is 1-866-800-9981.

Service Support: Includes response within 24 hours from Tech Logic. Library will notify Tech Logic of any hardware issue via telephone, email to customercare@tech-logic.com or via support request through the customer secure portal. Tech Logic will attempt to correct the issue via telephone support and remote proxy. Should Library and Tech Logic agree that an onsite service visit is required, Tech Logic shall provide the Library with an action plan including the anticipated travel and on-site time expected to correct the issue as well as a quote for travel expenses and labor for such service call. Upon receiving authorization from the Library, Tech Logic will proceed with the service site visit.

Product Service Procedures: If a defect should appear during the extended warranty period, Library should promptly contact Tech Logic Customer Service. Customer Service will advise Library to return the equipment or propose a schedule for repair. If applicable, a return merchandise authorization (RMA) will be assigned and Library shall return the defective equipment, freight and insurance prepaid, in the original shipping container to, Tech Logic, 1818 Buerkle Road, White Bear Lake, MN 55110 or to other designated service location. All returned merchandise must include the RMA number. Tech Logic shall not be responsible for any loss or damage incurred in shipping. If a defect is covered by this limited warranty, the repaired or replaced equipment will be returned to the Library at Tech Logic's cost. Requests for expedited return will be considered and difference between normal delivery charge and expedited return pricing will be the responsibility of the Library.

Access: Tech Logic will inform the Library of any access to the system via remote proxy prior to the access. Tech Logic will inform the Library of the reason for accessing the system.

Shipping: Shipping charges will be incurred by Library when ordering replacement items under this Agreement.

Exclusions: Any damage to the System or its components caused by the misuse, neglect, or unauthorized repair and maintenance of the equipment, is specifically not covered under this SCO Warranty Agreement.

Routine Weekly Maintenance not included: Routine weekly maintenance as described in the original maintenance documentation provided at the time of sale shall continue to be the responsibility of Library.

Finance Charge: Delinquent payments shall incur a finance charge of 1.5% per month, with service being suspended until the account is cleared.

Compliance with Laws, Codes, Licensing, and Other Standards: Library shall timely advise Tech Logic of any State and/or Local statutes, rules, codes, licensing, regulations, and other standards which may affect this Service

Agreement and work performed hereunder; and Library shall pay for, and solely bear, all costs of compliance associated therewith.

Liability: Tech Logic shall not be liable for special, indirect, incidental or consequential damages, whether arising from contract or negligence.

Assignment: This SCO Warranty Agreement and all rights and obligations hereunder shall not be assignable by Library except with the prior written consent of Tech Logic. A change in control shall be deemed an assignment subject to this subsection. This Warranty Agreement shall be binding upon each party's permitted successors and assigns.

Modification: Any modification or alteration of this Extended Warranty Agreement shall be effective only upon written agreement of the parties thereupon.

Notices: To give notice under this Agreement, the Notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, or electronic mail to the address which appears below each party's signature below or to such other address as any party shall specify.

Term: This Extended Warranty Agreement commences on the Effective Date and, subject to this Warranty Agreement, continues from year to year in automatic renewal to be invoiced yearly at anniversary date. Either Party may give written Notice to the other not less than thirty (30) business days before the annual anniversary of the Effective Date of this Warranty Agreement for renewal be declined.

Complete Agreement: This SCO Warranty Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof. No other representations, understandings or agreements have been made or relied upon in the making of this SCO Warranty Agreement other than those specifically set forth herein. The parties herein acknowledge that they have read this SCO Warranty Agreement, understand it and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the agreement between the parties.

Force Majeure. Neither party shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, war, embargo, strike, riot or the intervention of any governmental authority (a "Force Majeure"). In such event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the Force Majeure events lasts longer than thirty (30) days, the other party may immediately terminate the applicable Agreement by giving written notice to the delayed party.

Tech Logic Corporation

Library

By: 

By: _____

Title: Vice President of Customer Experience Title: _____

Date: 4/9/2013

Date: _____

Address: 1818 Buerkle Road
White Bear Lake, MN 55110

Address: _____



PREVENTATIVE MAINTENANCE SERVICE CHECKLIST

—AST SYSTEM—

Name of Technician: _____

Date: _____

Library Name: _____

EFFECTIVE DATE: 27 APRIL 2012

REVISION LEVEL: A



INSTRUCTIONS

Use this Service Checklist for all preventive maintenance (PM) that is done on Tech Logic AST systems. Each AST system is different and may not have all components listed in this document. While going through the checklist, please make a note of any parts that need to be replaced, any issues that may need to be looked at later, or any issues that the library brings to your attention.

Tools

It is recommended for the technician to have 3-in-1 oil and lithium grease for chains and moving parts. Q-Tips and Windex are recommended for cleaning photo eyes.



Before You Begin

Before beginning PM, make sure that the library is aware that the system will be down for an extended amount of time, so they can make arrangements for their patrons to deposit their items in other book drops or book bins.

Also before beginning, put the AST machine in Pause using the AST software. When the system is paused, use the troubleshooting screens to check inputs and outputs or to turn different parts of the machine on or off. If a component needs to be replaced or the machine needs adjustment, turn the power off to the entire system before servicing.

Photographs

Photographs appear in this document to clarify the text. It is important for you to remember that these are examples only and do not necessarily represent the actual system.

Questions?

Contact Tech Logic Customer Care by calling **1-866-880-9981**.

EXTERIOR BOOK DROPS

- There are no exterior book drops on this system (skip to next section).
- Book Drop Door**
 - Using the AST software, manually move the door up and down.
 - Verify that the door moves up and down smoothly.
 - Verify that the door opens and closes all the way.
 - Check for grinding noises or abnormal noises.
 - If pneumatic, oil the door slides.
 - If electric, oil the motor screw.
- Photo Eyes**
 - Clean each photo eye with a Q-Tip and Windex.
 - Verify each photo eye reads properly.
 - Adjust alignment or sensitivity as needed.
- Courtesy Lights** (lights that illuminate the faceplate)
 - Verify all of the bulbs are on.
 - Replace as necessary.
- Seal**
 - Verify that the book drop has a good seal around the edges.
- Speaker** (if applicable, some book drops have speakers to play messages and directions)
 - Check volume.
 - Check clarity.

Notes

INTERIOR BOOK DROPS

- There are no interior book drops on this system (skip to next section).
- Photo Eye**
 - Verify that the beginning photo eye located inside of the book drop opening is clean, aligned, and adjusted.
- Message Display** (if applicable)
 - Check that the message display works and displays the correct messages.

Notes

CONVEYOR BELTS

- There are no conveyor belts on this system (skip to next section).
- Belts**
 - Check for any tears in the conveyor belts.
 - Check the V-Guide on the bottom of the belt; make sure it is not worn or coming apart.
-  **Note:** The belt size information is on the plates mounted on the side of the conveyor if a replacement needs to be ordered.
- Lacing**
 - Check that the lacing is tight and in good condition.
- Pulleys**
 - Verify that the pulleys are not making unusual noises.
- Drum Motors**
 - Check for any leaking seals at the elbow and wire from the motorized pulley.
 - Scan the surrounding area for any oil spots or leaks.
- Top Mount Motors**
 - Check the chain tension.
 - Inspect the motor and sprockets.
- Incline Conveyors** (if applicable)
 - Clean the brush on the underside of the conveyor.
- Tracking**
 - Verify that the belts are tracking properly and not wandering.
 - If the belts are wandering, adjust tension to straighten belts.
- Guards** (all gears and chains should have yellow guards in place)
 - Verify that all guarding is in place and in good condition.
- Rollers**
 - Make sure rollers are not making any unusual sounds.
- Curved Conveyors** (if applicable)
 - Look for broken bands; replace the bands if more than two broken in a row.
 - Verify that the clips are holding the rollers in place and that the rollers are centered (equidistant from each other).
- Merge Sections**
 - Look for wear on the belts.
 - Belts should be close together without any big gaps.
 - If there is minor wear, make note of it. If there is excessive wear, request a replacement belt.

Bearings

- Grease all bearings.
- Replace as required.

Notes

SANDWICH BELTS (VERTICAL INCLINE/DECLINE CONVEYORS)

- There are no sandwich belts on this system (skip to next section).
- Bogie Springs/Chains**
 - Check the tension.
 - Make sure that all springs are touching the belt.
 - Pass items of various sizes through the conveyor to verify proper operation.
- Belts**
 - Check the tracking of the belt.
 - Look for any wear or tearing.
 - Check the V-Guide on sandwich belt; make sure that it is not worn or coming apart.

Notes

FIRE SUPPRESSION

- There is no fire suppression on this system (skip to next section).
- Door Actuator**
 - Using the AST software, manually move door up and down to check for proper operation.

Notes

PNEUMATIC SYSTEM

- This system is entirely electric (skip to next section).
- Pressure Regulators**
 - Check for water.
 - Check for loose connections.
 - Check for pressure switch settings — there are two regulators: one for the book drops and one for the sorting sections.
-  **Note:** The bookdrop regulator should be around 90–95 psi.
The sorting regulator should be at least 120 psi.
- Check the system pressure.
-  **Note:** Incoming pressure to AST system (provided by customer) should be at least 120 psi.
- MAC Valves**
 - Check for leaks.
 - Check for loose connections.
- All Pneumatic Devices**
 - Verify that all pneumatic moving parts move quickly and properly; if they do not, the pressure is too low or there is a leak somewhere.

Notes

SORTING SECTION

Line Shaft Conveyors

- Check the alignment of all of the photo eyes.
- Clean and adjust the photo eyes as needed.
- Verify that each photo eye is triggered when item passes through (use a book as a test).
- Adjust the sensitivity if needed.
- Check all roller bands for wear and tear; replace as needed.
- Check line shaft bands for wear and tear; replace as needed.

Transfer Sections (Popup Transfers)

- Check all transfer bands for wear; replace as needed.
- Verify that the transfer moves up and down smoothly.
- Lubricate the transfer as needed.
- If pneumatic, check for leaks.

Retractable Chutes (if applicable)

- Check for rips in the belting.
- If pneumatic, lubricate the slide chutes and actuators with grease and oil cylinders as necessary.
- If electric, lubricate the slide chutes.
- Make sure that there is no grinding or unusual noise.
- Make sure the chutes are fully extending.

Loader/Unloaders (if applicable)

- Check all of the photo eyes.
- Clean and adjust the photo eyes as necessary.
- Check the belts for wear and tear.
- Make sure that there is no grinding or unusual noise coming from the belts or actuators.

Rotators (if applicable; used on AST systems with placers)

- Check the alignment.
- Check all of the photo eyes.
- Clean and adjust the photo eyes as necessary.
- Check the proximity switches.
- Oil the cylinders as necessary.

Smart Bins (if applicable)

- Verify that all of the outlets on AST system are live, and replace any fuses or reset circuit breakers as necessary.
- Check for any worn or broken parts; make note of any part that needs to be replaced.

- Check the bin functionality.
 - Manual mode – up/down.
 - Auto mode – up/down.
 - Photo eyes work properly (clean and adjust as needed).
 - Top and bottom limit switches work properly.
 - AST software registers when bin is full.
- Lubricate the gears if bin is making noises.
- Check the floor speed.



Note: The average time it takes for the floor to move its full range of motion is 35–45 seconds.

- Disconnect the bins from AC outlet, and verify that the bins work properly on battery power.
- Sizer/Squarer** (if applicable; usually used with AST systems that have placers or barcode scanning)
 - If pneumatic, lubricate the cylinder.
 - Check the photo eyes; clean and adjust as necessary.
 - Check the fiber optic photo eyes that size the book.
- Placers** (if applicable)
 - Using the AST software, move the placers in/out and up/down.
 - Make sure the x- and z- axis have smooth motion.
 - Verify that the placer paddle moves back and forth smoothly.
 - Verify that the placer head moves up and down smoothly.
 - Check for any worn parts.
 - Verify that the cart tilters and placers are at 15 degrees.
 - Clean and adjust the photo eyes as necessary.
 - Verify that the books are being placed properly.

Notes

GENERAL

Leveling Foot Adjustments



Note: The AST system or building may have settled.

- Verify that the system is level.
- Adjust the feet as needed.

System Area

- Check under the system for any oil on the floor.
- When PM is complete, make sure that all tools are picked up and area is clean.

Paperwork

- Check with the library for any concerns that they have with the system, and make note of them.
- If there are parts that need to be ordered/ replaced, make note of them and contact Tech Logic.

Additional Comments

SIGNATURES

Technician

Date Completed

Employee of library

Date



1818 Buerkle Road
White Bear Lake, MN 55110
USA

Phone: 651.747.0492
Toll free: 800.494.9330
Fax: 651.747.0493
Email: contact@tech-logic.com
Web: www.tech-logic.com



Council Agenda Background

PRESENTER: Tom Hoover, Public Works Director

DATE: 05/14/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and Republic Services, Inc. for the modified microsurfacing project in the Country Meadows subdivision.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In December 2012, the City was informed of a hydraulic fluid leak on several streets within the Country Meadows subdivision. This leak was caused by a leak in one of Republic Services' garbage trucks. After several attempts to clean the spill, it was determined that modified micropaving was a more effective and economic solution.

Republic Services, Inc. has agreed to pay for the modified microsurfacing of the following streets within the Country Meadows subdivision:

Forest Meadows Court
Sundance Court
Green Country Court
Country Meadows Drive
Sunset Lane

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and Republic Services, Inc. for the modified microsurfacing project in the Country Meadows subdivision.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Memorandum of Understanding

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF BEDFORD AND REPUBLIC SERVICES, INC FOR MODIFIED MICCROSURFACING PROJECT IN THE COUNTRY MEADOWS SUBDIVISION.

WHEREAS, the City Council of Bedford, Texas finds it necessary and within the best interest of the City to enter into a Memorandum of Understanding with Republic Services, Inc.; and,

WHEREAS, Republic Services, Inc. has agreed to pay for the modified microsurfacing of several streets within the Country Meadows subdivision.

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

SECTION 1. That the City Council of Bedford, Texas, authorizes the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and Republic Services, Inc. for modified microsurfacing of several streets within the Country Meadows subdivision.

SECTION 2. That the following streets will be repaired: Forest Meadows Court, Sundance Court, Green Country Court, Country Meadows Drive and Sunset Lane.

PASSED AND APPROVED this 14th day of May 2013, by a vote of __ ayes, __ nays and __ abstention, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BEDFORD AND REPUBLIC SERVICES, INC.**

MODIFIED MICRO-SURFACING PROJECTS WITHIN THE COUNTRY MEADOWS SUBDIVISION

This agreement is made and entered into this ____ day of ____ 2013, by and between the City of Bedford and Republic Services, Inc. for the modified micro-surfacing project in the Country Meadows subdivision.

Section 1.

Republic Services, Inc. agrees to reimburse the City of Bedford \$31,798 for modified micro-surfacing projects of streets damaged by hydraulic leaks, once the work is complete.

Section 2.

The streets to be repaired are:

- Forest Meadows Court
- Sundance Court
- Green Country Court
- Country Meadows Drive
- Sunset Lane

Section 3.

Republic Services, Inc. shall reimburse the City within thirty (30) days of receiving written notice that the micro surfacing project contemplated herein has been completed.

Section 4.

The City of Bedford and Republic Services, Inc. agrees that upon completion and payment for the modified microsurfacing project the matter will be closed.

IN WITNESS WHEREOF, the following authorized representatives execute this Agreement:

REPUBLIC SERVICES, INC.

ATTEST:

Date: _____

CITY OF BEDFORD

ATTEST:

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Stan Lowry
City Attorney



Council Agenda Background

PRESENTER: Thomas L. Hoover, P.E.
Public Works Director

DATE: 05/14/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a Contract with Viking Construction, Inc., in the amount of \$38,638, for the modified micro-surfacing project in the Country Meadows subdivision.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Staff proposes to utilize the existing Interlocal Agreement between the City of Bedford and the City of Eules to secure a Modified Micro-surfacing Contract. Viking Construction, Inc. has a contract with the City of Eules for modified micro-surfacing in the amount of \$3.04 per square yard. This is a 7% increase in last year's contract price which is justified by increased market demand for the principle component, asphalt emulsion.

The modified micro-surfacing process that is proposed is the same that was installed on Cummings Road east of Central in 2012. This process used a smaller stone aggregate which provides a smoother riding surface, and better adherence to the old roadway surface than the paving process used on Bedford Road in FY 07-08.

A portion of the project is micro-surfacing 10,460 square yards of asphalt pavement in the Country Meadows subdivision. Five of the streets were damaged by a hydraulic leak from a garbage truck. Republic Services, Inc. (RSI) has agreed to reimburse the City for that area. The remaining part of this micro-surfacing project is 2,250 square yards of asphalt pavement which is for the remaining streets within the Country Meadows Subdivision that were not damaged by the leak. The funds for the project will come from the reimbursement by Republic Services, Inc. (\$31,798) and the FY 12/13 4B SIEDC Budget for Contract Labor.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Contract with Viking Construction, Inc., in the amount of \$38,638 for the modified micro-surfacing project in the Country Meadows subdivision.

FISCAL IMPACT:

Budget FY 12/13 4B SIEDC:	\$100,000.00
Reimbursement RSI:	\$31,768.00
Available:	\$131,768.00
Actual Amount 4B SIEDC:	-\$6,840.00
Actual Amount RSI:	-\$31,768.00
Variance	\$93,160.00
available for FY 12/13 4B SIEDC projects	

ATTACHMENTS:

Resolution
Location Map

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH VIKING CONSTRUCTION, INC., IN THE AMOUNT OF \$38,638 FOR THE MODIFIED MICRO-SURFACING PROJECT IN THE COUNTRY MEADOWS SUBDIVISION

WHEREAS, the City Council of the City of Bedford determines that there is a need to improve certain streets by resurfacing with modified micro-surfacing; and,

WHEREAS, the City Council of the City of Bedford determines the necessity for Viking Construction, Inc. to perform construction services for the for the modified micro-surfacing project in the Country Meadows subdivision.

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 construction services contract with Viking Construction, Inc. in the amount of \$38,638 for the modified micro-surfacing project in the Country Meadows subdivision.

SECTION 2. That funding in the amount of \$6,840 will be from the 4B SIEDC FY 12/13 budget.

SECTION 3. That funding in the amount of \$31,798 will be from the reimbursement by Republic Services, Inc.

PASSED AND APPROVED this 14th day of May 2013, by a vote of ___ayes, ___nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

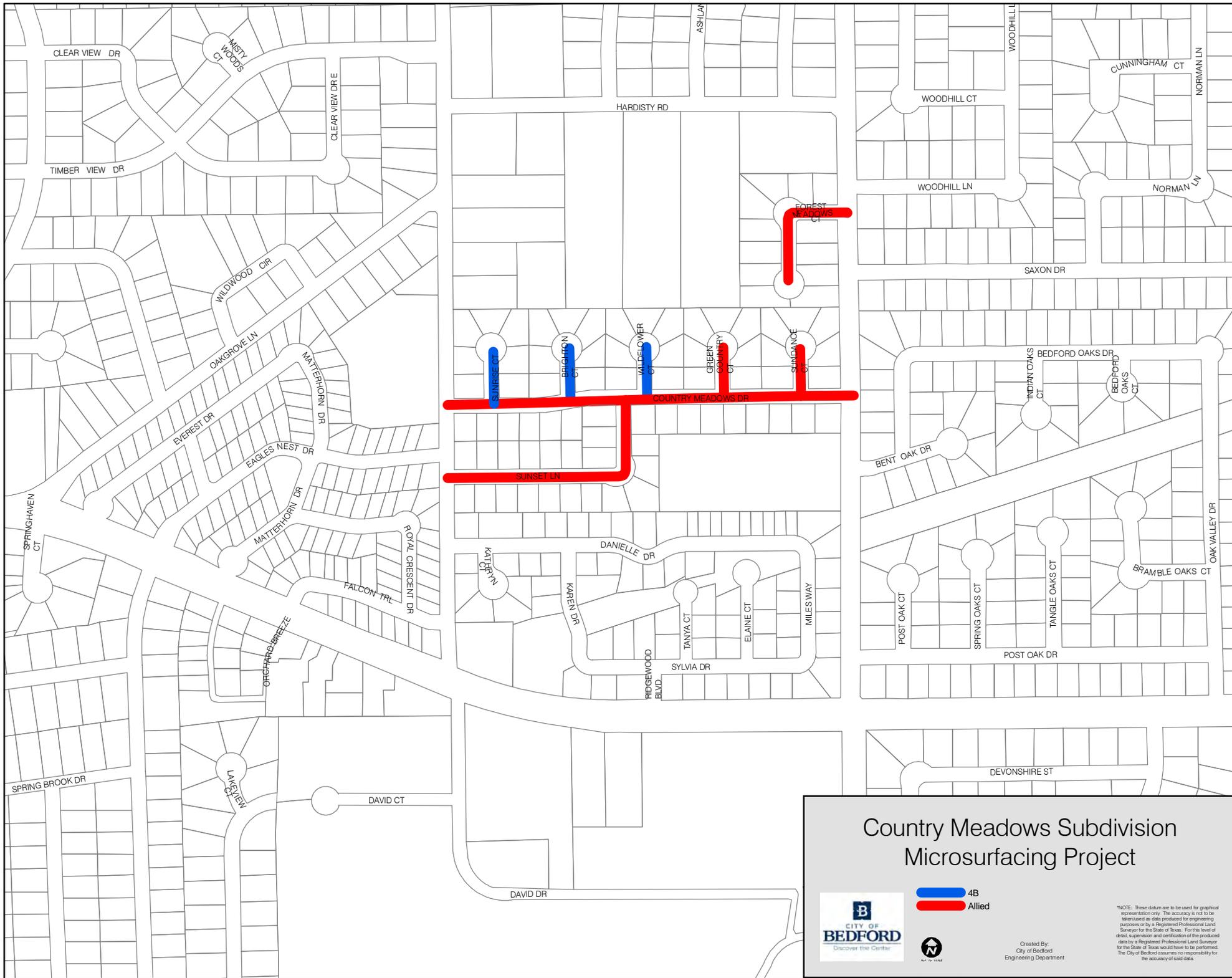
Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Country Meadows Subdivision Microsurfacing Project



- 4B
- Allied



Created By:
Engineering Department

*NOTE: These datum are to be used for graphical representation only. The accuracy is not to be leveraged as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Bedford assumes no responsibility for the accuracy of said data.