

AMENDED AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, December 17, 2013
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021**

**Council Chamber Work Session 5:00 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.
- Present a report on the Code Compliance Division.
- Presentation and discussion regarding the aquatics assessment.
- Presentation and Council direction on implementation of employee compensation plan.
- Discussion on final draft of citizen survey instrument. (Amended Item)

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Senior Pastor Nosa Onaiwu, Arise and Shine International Ministries)

PLEDGE OF ALLEGIANCE (Boy Scout Troop #387, Bob Ricks, Committee Member)

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. Employee Service Recognition

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:
 - a) November 26, 2013 regular meeting
 - b) December 3, 2013 regular meeting

PERSONS TO BE HEARD

3. The following individual has requested to speak to the Council tonight under Persons to be Heard.
 - a) Gary Morlock, 2910 Wayside Drive, Bedford, Texas – Requested to speak regarding an update on the Community Affairs Commission.
 - b) Rev. Melvin Brown, Sr., 2813 Airport Freeway #416, Bedford, Texas 76021 – Requested to speak regarding Nelson Mandela.
 - c) Spencer George, 300 South Main Street, Euless, Texas – Requested to speak regarding installing a digital billboard in Bedford.

NEW BUSINESS

4. Consider a resolution authorizing the City Manager to request from the Director of the Texas Commission on Environmental Quality (TCEQ) an extension of the SSO Initiative for five years until December 31, 2018.
5. Consider a resolution authorizing the City Manager to purchase sound equipment for the Council Chambers from Rushworks in the amount of \$23,568.
6. Consider a resolution authorizing the City Manager to enter into a one-year lease agreement with Cathedral of Hope Mid-Cities Church to provide meeting space for church services at the Old Bedford School.
7. Consider a resolution authorizing the City Manager to renew a lease agreement with ONSTAGE relative to the Trinity Arts Theater located within the Bedford Boys Ranch Park.
8. Consider a resolution authorizing the City Manager to enter into a lease agreement with Arts Council Northeast relative to the Trinity Arts Building located within the Bedford Boys Ranch Park.
9. Consider a resolution authorizing the City Manager to enter into the third year of a three-year contract with B&B Wrecker Services, Inc. to provide towing for City initiated tows.
10. Consider a resolution authorizing the City Manager to enter into a one year contract with Integrated Forensic Laboratories for controlled substance and blood alcohol testing.
11. Consider a resolution appointing members to Bedford's Citizen Boards and Commissions.
12. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Shelter Advisory Board - Councilmember Boyter
 - ✓ Beautification Commission - Councilmember Turner
 - ✓ Community Affairs Commission - Councilmember Boyter
 - ✓ Cultural Commission - Councilmember Nolan
 - ✓ Library Board - Councilmember Davisson
 - ✓ Parks & Recreation Board - Councilmember Davisson
 - ✓ Senior Citizen Advisory Board - Councilmember Turner
 - ✓ Teen Court Advisory Board - Councilmember Champney
13. Council member reports
14. City Manager/Staff Reports
15. Take any action necessary as a result of the Executive Session

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

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, December 13, 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: Les Hawkins, Deputy Police Chief

DATE: 12/17/13

Work Session

ITEM:

Present a report on the Code Compliance Division.

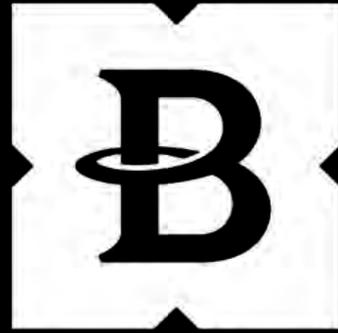
City Manager Review: _____

DISCUSSION:

Staff will present a report on the Code Compliance Division. The report will provide an overview of changes to the Division and statistical information since Code Compliance was transferred under the management of the Police Department.

ATTACHMENTS:

Presentation



CITY OF
BEDFORD

Code Compliance

Code Compliance Division

Transferred to the Police Department on June 5, 2013

RESOURCE ADDITIONS

- Reclassified one Public Service Officer (PSO) to Code Compliance Officer (increasing staff from 3 to 4 Officers)
- Created a Code Compliance Technician position
- Reclassified Code Compliance Supervisor position to a Police Corporal position
- Provided Code Officers with cell phones and ruggedized tablets

Code Compliance Division

Transferred to the Police Department on June 5, 2013

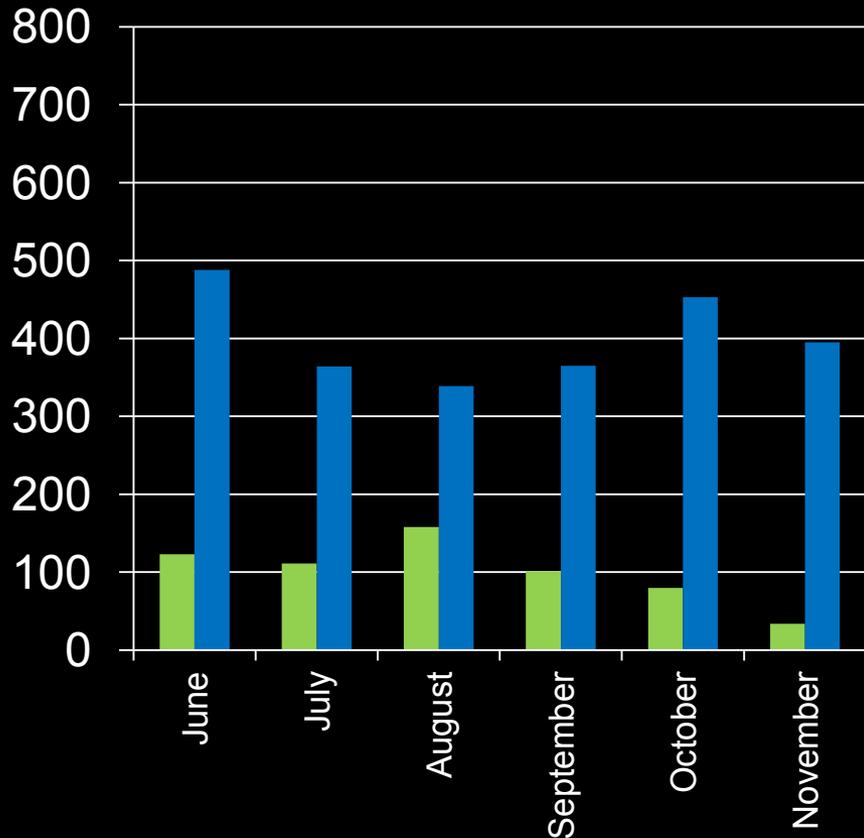
PROCEDURAL CHANGES

- Extended work day schedule to provide coverage after normal business hours
- Reassigned Code Compliance Officer districts
- Implemented procedural change in high grass/weed enforcement
- Addressed high grass/weed in vacant lots more proactively
- Enhanced follow-up procedures on outstanding issues/violations
- Implemented notification procedures for repeat offenders
- Enhanced the “Notice of Violation” forms
- Re-instituted involvement in weekly “Neighborhood Revitalization” program in conjunction with the Animal Control Division

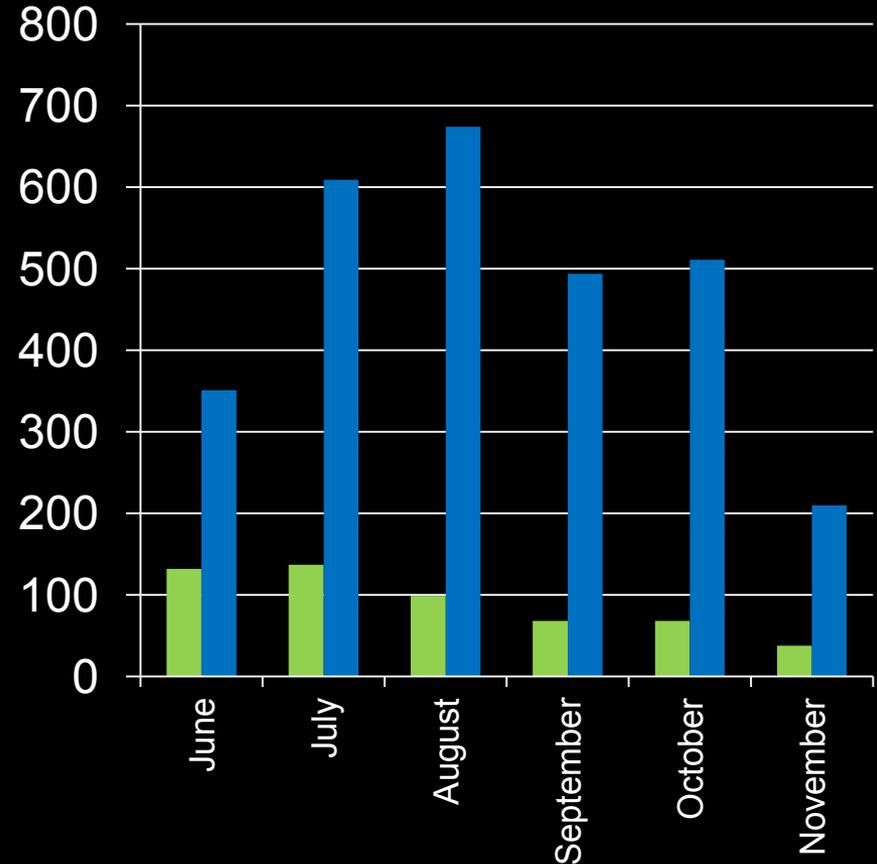
Code Compliance Statistics

June – November 2012 vs. June – November 2013

2012



2013

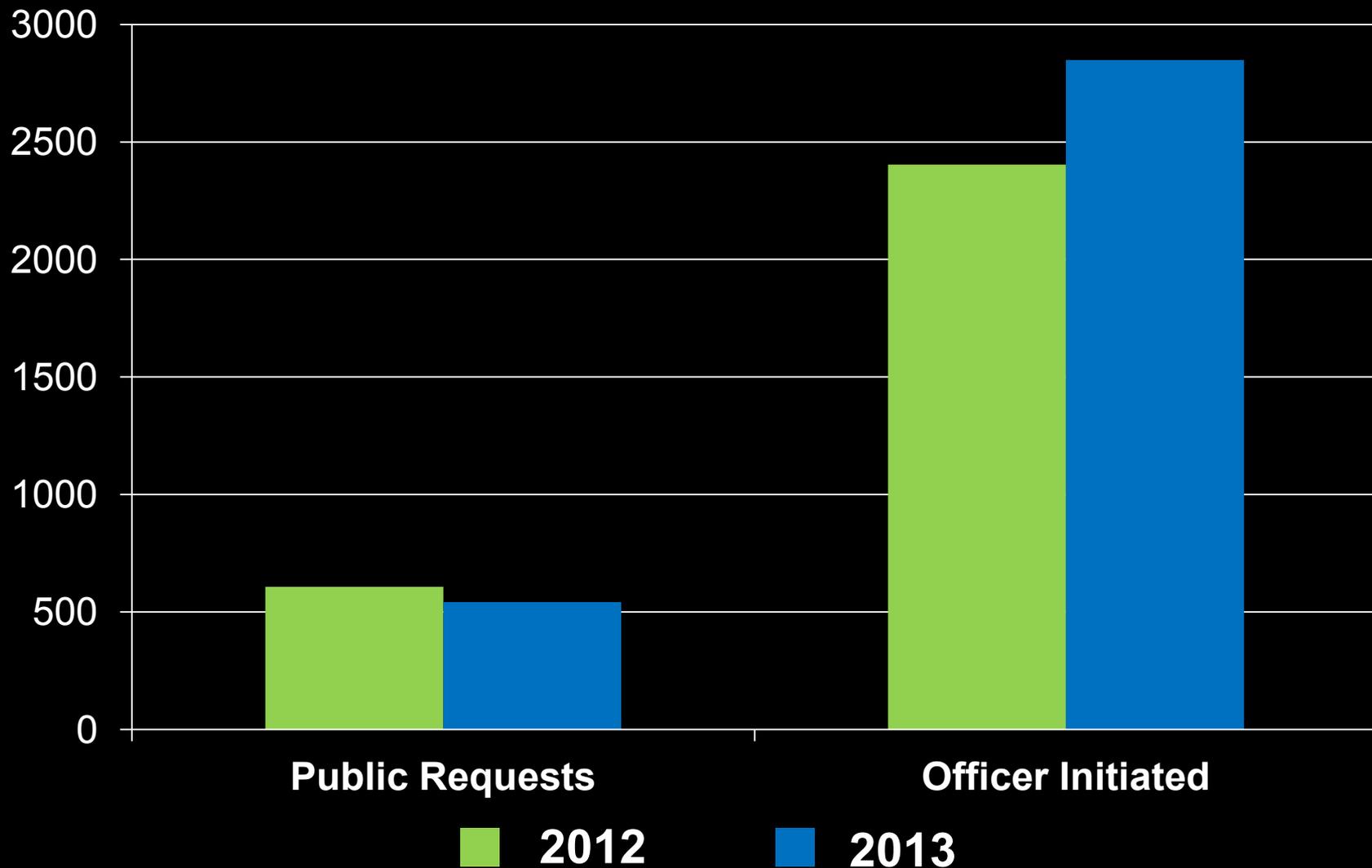


Public Requests

Officer Initiated

Code Compliance Statistics

June – November 2012 vs. June – November 2013



BEFORE





AFTER

BEFORE





AFTER

BEFORE





AFTER

BEFORE





AFTER

BEFORE





AFTER

BEFORE





AFTER

BEFORE



07/10/2013



AFTER

BEFORE



08/07/2013



AFTER

BEFORE

09/23/2013





AFTER

09/25/2013

BEFORE

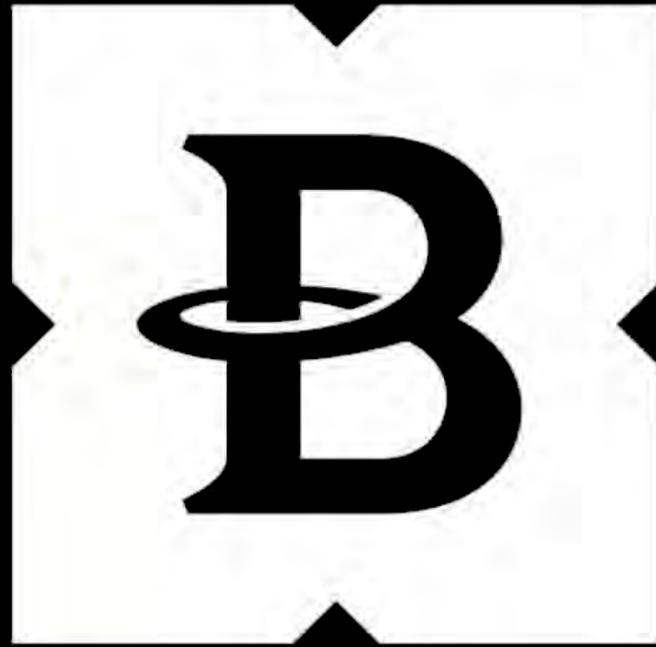
BURGER BOX

09.18.2013 09:45





AFTER



Questions?



Council Agenda Background

PRESENTER: Mirenda McQuagge-Walden, Managing Director

DATE: 12/17/13

Work Session

ITEM:

Presentation and discussion regarding the aquatics assessment.

City Manager Review: _____

DISCUSSION:

At the October 22 meeting, the City Council requested that staff conduct an in-house operational assessment of Splash as well as a review of Hawaiian Falls water parks. Attached are two matrices showing a comparison of Bedford's aquatics program to the other cities and a review of the Hawaiian Falls operated facilities. Staff selected the cities of Hurst, Euless and Grapevine because they have similar aquatics programs. All of these cities operate seasonal operations rather than year round pools.

ATTACHMENTS:

Aquatic Facility Comparison
Hawaiian Falls Agreement Comparison
Presentation

Aquatics Comparison				
	Bedford	Eules	Hurst	Grapevine
Season	Memorial Day - Labor Day		May 25 - Aug. 25	Memorial Day - Labor Day
Hours of Operation	Monday - Saturday 12pm - 7pm Sunday 12 pm - 6pm	Monday - Saturday: 11am - 8pm Sunday 12pm - 7pm	Monday - Friday: 12pm - 8pm Saturday: 10am - 6pm Sunday: 1pm - 6pm	Monday-Thursday: 12-5pm & 7:30-9:30pm (swim lessons in session between 5pm and 7:30pm) Friday:12-5pm Saturday:10am-7pm Sunday: 10am-6pm
FY 2013 Revenue / Expenditures				
Total Aquatic Revenue	\$301,639	\$269,353	\$270,000	\$282,749
Total Aquatic Expenditures	\$373,581	\$452,056	\$726,332	\$473,580
Percent Cost Recovery	80.74%	59.58%	37.17%	59.70%
Difference	(\$71,942)	(\$182,703)	(\$456,332)	(\$190,832)
Footnotes	Includes revenue/expenditures for Splash & Roy Savage Pool. 100% funded by the General Fund.	Funded through park sales tax and General Fund.	Includes revenue/expenditures for Central and Chisholm Pools. Funded 39% from park sales tax and 61% from General Fund.	Includes revenue/expenditures for Dove and Pleasant Glade pools. Utility cost not included. 100% funded by the General Fund.
Admission				
Child Resident	\$5.00	NA	NA	NA
Adult Resident	\$6.00	NA	NA	NA
Child Non resident	\$6.00	NA	NA	NA
Adult Non resident	\$7.50	NA	NA	NA
Infant	Free	Free	NA	NA
Weekday Resident	NA	\$3.00	NA	NA
Weekend Resident	NA	\$4.00	NA	NA
Weekday Non resident	NA	\$6.00	NA	NA
Weekend Non resident	NA	\$8.00	NA	NA
Resident	NA	NA	NA	\$2.00
Non resident	NA	NA	NA	\$5.00
Resident 1 - 64 yrs	NA	NA	\$2.00	NA
Non resident 1 - 64 yrs	NA	NA	\$7.00	NA
Senior	NA	NA	Free	NA

	Bedford	Eules	Hurst	Grapevine
Season Passes				
Resident Individual	Nov-Mar: \$55, Apr - July 4: \$70, July 5 - end of season: \$50	\$45.00	\$25.00	\$50.00
Non resident Individual	Nov-Mar: \$95, Apr - July 4: \$155, July 5 - end of season: \$80	\$90.00	\$75.00	\$100.00
Resident Family	Nov-Mar: \$175, Apr - July 4: \$230, July 5 - end of season: \$105	\$150.00	NA	\$100.00
Non resident Family	Nov-Mar: \$280, Apr - July 4: \$355, July 5 - end of season: \$205	\$300.00	NA	\$200.00
Rentals				
Small Cabana	NA	Weekday Resident \$50 / Non resident \$100 / Weekend Resident. \$60 / Non resident \$110	NA	NA
Cabana	Resident \$105.00 / Non resident \$125.00	Weekday Resident \$100 / Non resident \$200 / Weekend Resident \$120 / Non resident \$220	NA	\$25 for 2 hours (fee does not include admission)
Pavilion	Resident \$75.00 / Non resident \$95.00	Weekday Resident \$150 / Non resident \$300 / Weekend Resident \$175 / Non resident \$325	Option 1: Pavilion Rental / \$25 per hr. + \$10 per guest pass / Option 2: \$10 per guest pass.	NA
Private	Private Rentals (0-100, 101-200, 201 - 300)	Resident \$900 / Non resident \$1500	NA	0-75 People, \$400 for 2 hours 76-150 People, \$600 for 2 hours
	No Slides / \$350 / \$380 / \$410	NA	NA	NA
	One Slide /\$370 / \$400 / \$430	NA	NA	NA
	Both Slides / \$420 \$450/ \$480	NA	NA	NA
Group Rate Tickets	Groups of 20 are more \$5/person	Weekday Resident \$3 / Non resident \$6 / Weekend Resident \$2 / Non resident \$5	NA	NA
Size of pools				
Sq Ft	Central Pool - 12,700 sq ft		Central Pool - 8,411	
	Bedford Splash - 23,000 sq ft		Chisholm Pool - 13,177	
Gallons	Central Pool - 160,000	Aquatic Park - 310,000	Central Pool - 138,010	Dove Pool - 224,000
	Bedford Splash 249,600	South Eules - 160,000	Chisholm Pool - 299,254	Pleasant Glade Pool - 220,000
		Wilshire - 160,000		
Attendance				
Total Season Attendance	34,882	49,090	57,140	45,000

	Bedford	Eules	Hurst	Grapevine
Staff Pay Rate				
Pool Managers	NA	\$12.50	\$12.13	\$14.71
Assistant Pool Manager	\$10.97	\$11.00	\$10.88	\$12.71
Head Lifeguards	\$9.97	NA	\$9.63	NA
Lifeguards	\$9.04	\$9.00	\$8.38	\$10.99
CTS Managers	\$9.97	NA	NA	NA
CTS	\$8.87	\$8.00	\$7.63	\$8.86
Water Safety Instructor	\$12.10	\$11.25	\$10.13	\$11.54
Learn to Swim Coordinators	NA	\$12.50	\$12.13	\$14.01
Swim Lesson Aides	NA		NA	\$8.65
Staff Hired				
Pool Managers	0	2	2	2
Assistant Pool Manager	2	4	4	2
Head Lifeguards	4	NA	6	NA
Lifeguards	55	53	90	60
CTS Managers	2	NA	NA	NA
CTS	17	38	20	12
Water Safety Instructor	4 (Tap pay lifeguard)	11	22	20
Learn to Swim Coordinators	NA	1	2	2
Swim Lesson Aides	NA	NA	NA	12
Daily Staffing Levels				
Pool Managers	NA	2	2	1 pool manager or assistant pool manager at one time
Assistant Pool Manager	1	3	NA	1 pool manager or assistant pool manager at one time
Head Lifeguards	2	0	2	0
Lifeguards	17	26	22	16
CTS Managers	1	0	NA	NA
CTS	8	15	4	4
Water Safety Instructor	4	11	NA	17
Learn to Swim Coordinators	NA	1	NA	2
Swim Lesson Aides	NA	11	NA	8

Hawaiian Falls Comparison

	City of Garland	City of Waco	City of Roanoke	The Colony Development Corp.	City of Mansfield
Date of Agreement	December 2002	October 2011	November 2010	January 2004	April 2007
Water Park Size	12 acres	12 acres	7.2 acres	7.6 acres	14 acres
Day Pass					
Big Kahuna (48" or taller)	\$26.99	\$26.99	\$26.99	\$26.99	\$26.99
Lil' Kahuna	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
Keiki	Free	Free	Free	Free	Free
Senior Kahuna 55+	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
Military Kahuna	\$19.99	\$19.99	\$19.99	\$19.99	\$19.99
Season Pass					
My Island Pass (individual)	\$69.99	\$69.99	\$69.99	\$69.99	\$69.99
My Island Pass (4 or more)	64.99/per person	64.99/per person	64.99/per person	64.99/per person	64.99/per person
Island Hopping Passport (individual)	\$84.99	\$84.99	\$84.99	\$84.99	\$84.99
Island Hopping Passport (4 or more)	\$74.99/per person	\$74.99/per person	\$74.99/per person	\$74.99/per person	\$74.99/per person
Term of Agreement	40 years	40 years	40 years	40 years	40 years
Renewal Option	(2) five yr. periods	(2) ten yr. periods	(2) five yr. periods	(2) five yr. periods	(2) five yr. periods
Notice of Option	30 day	18 months / 30 Quitclaim Deed	18 months / 30 Quitclaim Deed	30 Quitclaim Deed	30 Quitclaim Deed
City's Initial Investment	The city provided parking for 125 cars and the land for the facility.	The city agrees to invest \$2,500,000 towards the construction of the water park and provide the land. Allow the parking of 200 cars for exclusive use.	City pays \$6,400,000 (from bonds) towards design, development, and construction. Builder will spend \$3.2 million within the first 6 yrs. Final payment due 30 days after completion. 7.2 acres for water park, aquatics playground, and parking. Roanoke Economic Development Corp. agrees to reimburse developer for \$250,000 in qualified expenditures.	City pays \$846,000 towards design, development, and construction of joint use parking lot. City agrees to extend \$250,000 in infrastructure improvements repaid in 1/4% of gross receipts in year 1-10. 7.6+ acres for water park, aquatics playground, and parking.	The City and Mansfield Family Entertainment (MFE) agree to split the cost and obligations involved in the construction of the Water Park. The City agrees to pay 80% of the capital improvements upon approval. MFE will expend \$1,000,000 for capital improvements with no requirement to the City. Mansfield contributed \$5.1 million in voter approved bonds toward the \$9.9 million construction cost. The Mansfield Park Development Corp. added \$2.8 million. MFE put in \$2 million

	City of Garland	City of Waco	City of Roanoke	The Colony Development Corp.	City of Mansfield
Parking					
	Must provide area for 125 cars. Contractor will have access to common areas.	Contractor will have access to common areas.	Contractor is responsible for the construction of parking area. City will give notice if usage on parking is needed.	City agrees to provide nonexclusive parking for approx. 400 cars. The city also agrees to provide pedestrian areas for employees, customers, and service personnel.	City agrees to provide nonexclusive parking. The city also agrees to provide pedestrian areas for employees, customers, and service personnel.
Access / Restrictions					
	Shall provide access to visitors to water park. Will not permit sales / promotions in pedestrian areas	Shall provide access to visitors to water park. City has right conduct sales in adjacent facilities.	City has rights to conduct promotions in adjacent streets.	Shall provide access to visitors to water park. City will not allow promotions or concessions in pedestrian areas.	Shall provide access to visitors to water park. City may allow promotions or concessions in pedestrian areas.
Rights of Contractor					
	Must approve ride or attractions that do not meet permitted activities descriptions.	Must approve ride or attractions that do not meet permitted activities descriptions.	NA	NA	NA
Rights					
	Common Parking Areas / Pedestrian Access Areas	Common Parking Areas / Pedestrian Access Areas	Common Parking Areas / Pedestrian Access Areas	Common Parking Areas / Pedestrian Access Areas	Common Parking Areas / Pedestrian Access Areas
	Exclusive (During operating hours within operating season,) Parking Lot	Exclusive (During operating hours within operating season,) Parking Lot	NA	Exclusive (During operating hours within operating season,) Parking Lot	Exclusive (During operating hours within operating season,) Parking Lot
	Sponsorship May enter into sponsorship agreements / promotions related to the water park. May NOT enter into agreements involving alcohol or tobacco.	Sponsorship May enter into sponsorship agreements / promotions related to the water park. May NOT enter into agreements involving alcohol or tobacco.	Sponsorship May enter into sponsorship agreements / promotions related to the water park.	Sponsorship May enter into sponsorship agreements / promotions related to the water park. May NOT enter into agreements involving alcohol or tobacco.	Sponsorship May enter into sponsorship agreements / promotions related to the water park. May NOT enter into agreements involving alcohol or tobacco.
	Charges May levy fees for admission, facilities, concession items. Must post fees and prices at ticket boxes, concession outlets, etc.	Charges May levy fees for admission, facilities, concession items. Must post fees and prices at ticket boxes, concession outlets, etc. Fees should be bench marked vs. water parks in Texas.	Charges Developer agrees to waive cooler fees for Roanoke residents. May levy fees for admission, facilities, concession items.	Charges May levy fees for admission, facilities, concession items. Must post fees and prices at ticket boxes, concession outlets, etc.	Charges May levy fees for admission, facilities, concession items. Must post fees and prices at ticket boxes, concession outlets, etc. Fees should be bench marked vs. water parks in Texas.

	City of Garland	City of Waco	City of Roanoke	The Colony Development Corp.	City of Mansfield
	<p>Ticket Sales</p> <p>Contractor shall follow reasonable revenue controls. Shall have access to review and audit records to verify accuracy.</p>	<p>Ticket Sales</p> <p>Contractor shall follow reasonable revenue controls. Shall have access to review and audit records to verify accuracy.</p>	<p>Ticket Sales</p> <p>Contractor shall follow reasonable revenue controls. Shall have access to review and audit records to verify accuracy.</p>	<p>Ticket Sales</p> <p>Contractor shall follow reasonable revenue controls. Shall have access to review and audit records to verify accuracy.</p>	<p>Ticket Sales</p> <p>Contractor shall follow reasonable revenue controls. Shall have access to review and audit records to verify accuracy.</p>
	<p>Signs</p> <p>Contractor has option to erect signage with approval by the city.</p>	<p>Signs</p> <p>Contractor has option to erect signage with approval by the city.</p>	<p>Signs</p> <p>Contractor has option to erect signage with approval by the city. City agrees to place no fewer than 6 directional signs.</p>	<p>Signs</p> <p>Contractor has option to erect signage with approval by the city.</p>	<p>Signs</p> <p>The city at its expense will erect a monument sign.</p>
	<p>Promotion</p> <p>Contractor shall have sole control over advertising / promotion. Permission to use "Garland, Winters Park".</p>	<p>Promotion</p> <p>Contractor shall have control over advertising / promotion. City agrees to promote via publications, mailings, flyers, etc.</p>	<p>NA</p>	<p>Promotion</p> <p>Contractor shall have sole control over advertising / promotion. Permission to use "The Colony Five Star Complex".</p>	<p>Promotion</p> <p>Contractor shall have sole control over advertising / promotion. Permission to use "Big League Dreams Complex".</p>
	<p>Quality of Operations</p> <p>Operations should be first rate. Contractor must prepare and submit a proposed schedule of operations.</p>	<p>Quality of Operations</p> <p>Operations should be first rate. Contractor must prepare and submit a proposed schedule of operations. Extended hrs. must be approved. Contractor must hire 175 employees. Training should be in accordance with Ellis or Red Cross standards.</p>	<p>Quality of Operations</p> <p>Operations should be first rate. Contractor must prepare and submit a proposed schedule of operations. Extended hrs. must be approved. Contractor must hire 175 employees. Training should be in accordance with Ellis or Red Cross standards.</p>	<p>Quality of Operations</p> <p>Operations should be first rate. Contractor must prepare and submit a proposed schedule of operations. Staff shall be well trained and adopt NASCO standards.</p>	<p>Quality of Operations</p> <p>Operations should be first rate. Contractor must prepare and submit a proposed schedule of operations. Staff shall be well trained and adopt either NASCO, Red Cross, or Ellis & Associates standards.</p>
	<p>Capital Improvement</p> <p>Contractor must prepare a 5 yr capital improvement plan annually to city. Any improvements must be approved by the city. From the beginning of the agreement the contractor will spend no less than \$3,000,000.</p>	<p>Capital Improvement</p> <p>City of Waco and Waco Family Entertainment (WFE) agree to share cost of the construction of water park. Future improvements will be paid by WFE. Contractor must prepare an improvement plan annually over 60 months and submit to city. Any improvements must be approved by the city. If the CITY fails to fund, WFE may request improvements paid by them. At termination of agreement, City shall pay WFE for Capital Improvement. WFE will spend \$50,000 in maintenance / \$75,000 marketing.</p>	<p>Capital Improvement</p> <p>City of Roanoke and Roanoke Family Entertainment (RFE) agree to share cost of the construction of water park. Future improvements will be paid by RFE. Contractor must prepare an improvement plan annually over 60 months and submit to city. Any improvements must be approved by the city. If the CITY fails to fund, RFE may request improvements paid by them. Contractor agrees to expend \$3.2 million for improvements within 6 yrs. and an additional \$2 million within 10 yrs. RFE will spend \$50,000 in maintenance / \$75,000 marketing.</p>	<p>Capital Improvement</p> <p>Contractor must prepare a 5 yr capital improvement plan annually. Any improvements must be approved by the city. From the beginning of the agreement the contractor will spend no less than \$3,000,000.</p>	<p>Capital Improvement</p> <p>The City and MFE agree to split the cost and obligations involved in the construction of the water park. MFE agrees to provide a 60 month capital improvement plan. The City agrees to pay 80% of the capital improvements upon approval. MFE will expend \$1,000,000 for capital improvements with no requirement to the City. MFE will also expend \$50,000 in maintenance, and \$75,000 in advertising.</p>

	City of Garland	City of Waco	City of Roanoke	The Colony Development Corp.	City of Mansfield
	Title to Premises At the termination of the agreement, title to the property, improvement, attractions will revert to the city.	Title to Premises At the termination of the agreement, title to the property, improvement, attractions will revert to the city. WFE will retain ownership of improvement if City declines to pay.	Title to Premises At the termination of the agreement, title to the property, improvement, attractions will revert to the city. RFE will retain ownership of improvement if City declines to pay.	Title to Premises At the termination of the agreement, title to the property, improvement, attractions will revert to the city.	Title to Premises At the termination of the title to the property, will revert to the city. The city has the option to purchase any improvements made by MFE.
Lease Payments					
	\$40,000 or 5% of total gross revenue due before Dec 31 of each year. Contractor shall deduct parking lot expense from rent.	No payments during first 5 years, 5% of total gross revenue or \$50,000 + \$25,000 yr 6 & 7, 5% of total gross revenue or \$50,000 + \$50,000 yr 8, 9, 10, 5% of total gross revenue or \$50,000 11+ yrs, Due before Dec 31 of each year.	The first three years annual payments of \$237,000 will be made. Payments of \$377,000 will be made each yr after until City's investment is retired. Resident Discount Roanoke residents will be given a 20% discount on season passes up until 6,000 have been sold. Roanoke residents will also be extended a 20% at the gate.	5% of gross revenue in yrs 1-10; 6% of gross revenue for yrs 11-20; 7% of gross revenue yrs 21-40. Due before Dec 31 of each year. Contractor shall deduct parking lot expense from rent.	No rent payments will be made until after Gross Revenue meet or exceed \$2,500,000 in any year. In the next year through the 7th year lease payments will equal to 5% of gross revenue per year. MFE shall make 5% gross revenue payments until gross revenue meet or exceed \$2,600,000 in any year. MFE will make lease payments of 6 % until \$2,800,000 and 7% after that.
Insurance					
	Employee Liability \$250,000 per occurrence and \$500,000 aggregate.	Employee Liability \$250,000 per occurrence and \$500,000 aggregate.	Employee Liability \$250,000 per occurrence and \$500,000 aggregate.	Employee Liability \$250,000 per occurrence and \$500,000 aggregate.	Employee Liability \$250,000 per occurrence and \$500,000 aggregate.
	Commercial Liability \$1,000,000 per occurrence \$2,000,000 aggregate.	Commercial Liability \$2,000,000 per occurrence \$2,000,000 aggregate.	Commercial Liability \$2,000,000 per occurrence \$5,000,000 aggregate.	Commercial Liability \$1,000,000 per occurrence \$2,000,000 aggregate.	Commercial Liability \$1,000,000 per occurrence \$2,000,000 aggregate.
	Business Commercial Auto Bodily \$250,000 per person and \$500,000 per occurrence, Property \$100,000 per occurrence, Aggregate limit \$1,000,000.	Business Commercial Auto Bodily \$1,000,000 per occurrence, Property \$100,000 per occurrence, Aggregate limit \$1,000,000.	Business Commercial Auto Bodily \$1,000,000 per occurrence, Property \$100,000 per occurrence.	Business Commercial Auto Bodily \$250,000 per person and \$500,000 per occurrence, Property \$100,000 per occurrence, Aggregate limit \$1,000,000.	Business Commercial Auto Bodily \$250,000 per person and \$500,000 per occurrence, Property \$100,000 per occurrence, Aggregate limit \$1,000,000.
	Commercial Crime Insurance \$100,000 per occurrence.	Commercial Crime Insurance \$100,000 per occurrence.	Commercial Crime Insurance \$100,000 per occurrence.	Commercial Crime Insurance \$100,000 per occurrence.	Commercial Crime Insurance \$100,000 per occurrence.
	Non-compete agreement	Non-compete agreement	Non-compete agreement	Non-compete agreement	Non-compete agreement
	NA	City will not construct or operate a water park to compete.	City will not construct or operate a water park to compete.	NA	NA

Aquatics Assessment

December 17, 2013

Agenda

- ▶ Review of Bedford Aquatics
 - ▶ Comparison with Eules, Grapevine and Hurst
 - ▶ Review Hawaiian Falls water parks
- 

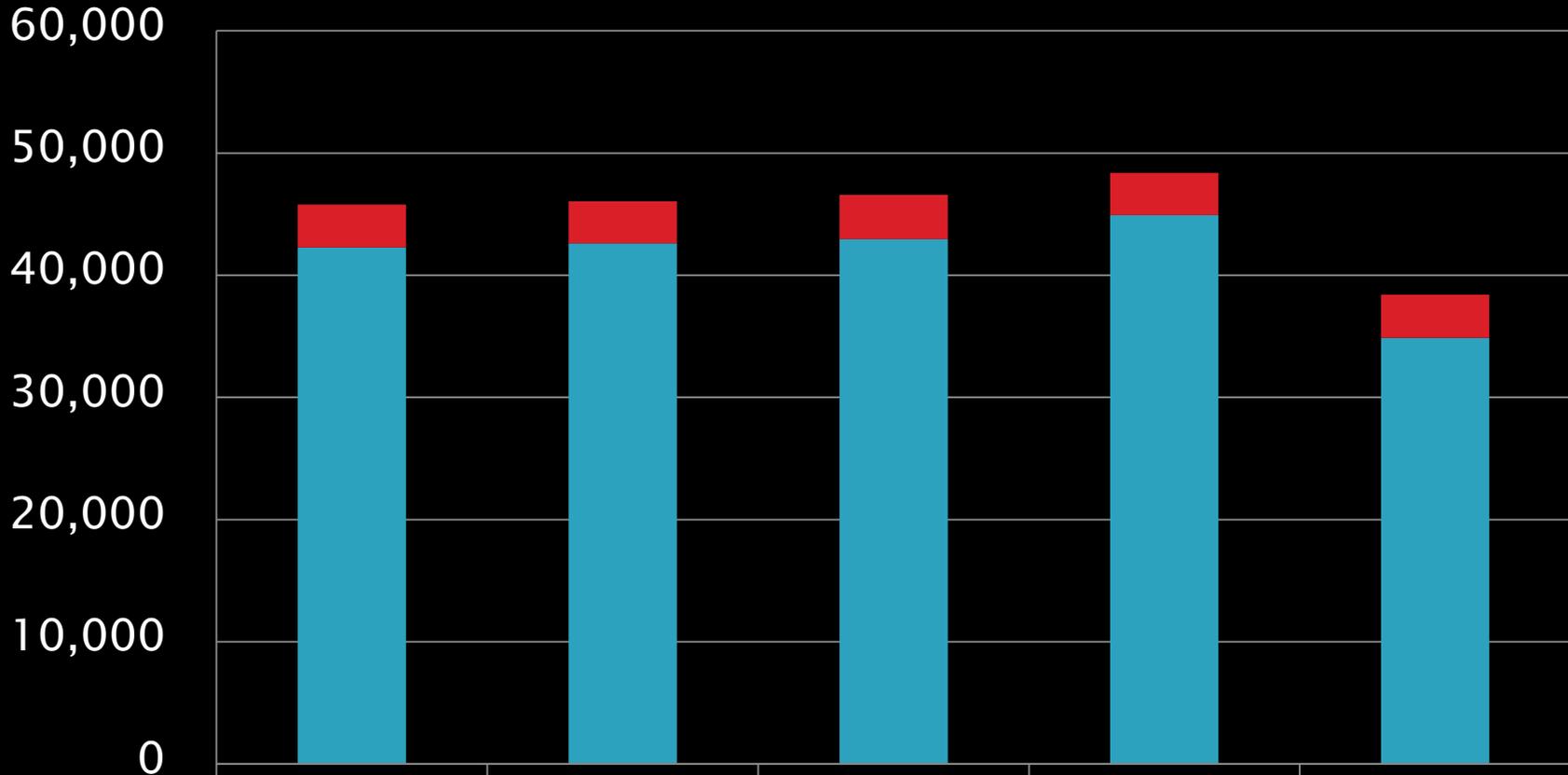
Bedford Aquatics

»» Splash & Roy Savage Pool

Background

- ▶ Splash opened in 2003. Features a large pool area, children's area and lazy river. It also has two larger slides and one children's slide.
- ▶ Central Pool closed in 2005 and reopened in 2008. Dedicated the Roy Savage Pool in 2013.
- ▶ Data includes revenues and expenditures from both facilities.

Aquatic Attendance

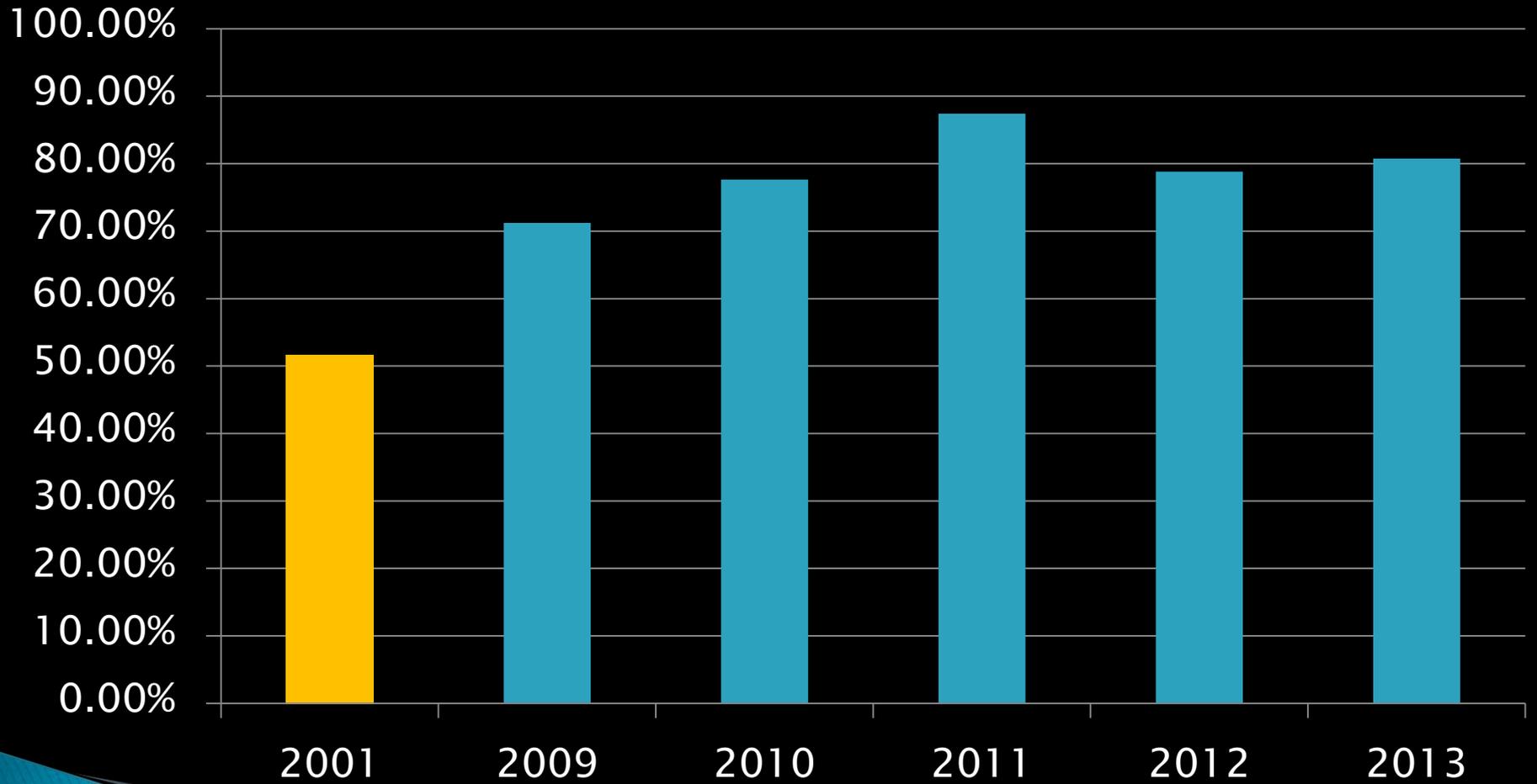


	2009	2010	2011	2012	2013
Roy Savage Pool	3,506	3,423	3,624	3,477	3,517
Splash	42,285	42,624	42,951	44,905	34,882

Cost Recovery

	2009	2010	2011	2012	2013
Revenue	\$307,811	\$308,439	\$353,307	\$342,661	\$301,639
Expenditures	\$432,090	\$397,394	\$404,178	\$434,718	\$373,582
Cost Recovery	71.24%	77.62%	87.41%	78.82%	80.74%

Cost Recovery



Aquatics Comparison

»» Bedford, Eules, Grapevine
& Hurst

Cost Recovery

	Bedford	Eules	Hurst	Grapevine
Revenue	\$301,639	\$269,353	\$270,000	\$282,749
Expenditures	\$373,581	\$452,056	\$726,332	\$473,580
Cost Recovery	80.74%	59.58%	37.17%	59.70%

Cost Recovery



Comparison Data

- ▶ Admission price
 - Bedford – \$5 – \$7.50
 - Euless – \$3 – \$8.00
 - Hurst – \$2 – \$7.00
 - Grapevine – \$2 – \$5.00
- ▶ Lifeguard hourly rate
 - Bedford – \$9.04
 - Euless – \$9.00
 - Hurst – \$8.38
 - Grapevine – \$10.99

Hawaiian Falls Comparison

- »» Garland, Waco, Roanoke,
The Colony and Mansfield

Comparison Data

▶ Size of facility

- Garland – 12 acres
- Waco – 12 acres
- Roanoke – 7.2 acres
- The Colony – 7.6 acres
- Mansfield – 14 acres

▶ Ticket Prices

- Same for all locations.
- Range from \$19.99 per day to \$26.99 per day and season passes range from \$64.99 per person to \$84.99 per person.

Comparison Data

▶ City's Investment

- Garland – Land and parking lot
- Waco – Land, existing water park and \$2.5 million
- Roanoke – \$6.4 million, land and another \$250,000
- The Colony – \$846,000, land and another \$250,000
- Mansfield – \$7.9 million and land

Comparison Data

- ▶ Lease Payments to City
 - Garland – 5% of gross revenue – \$79,111 – 178,288
 - Waco – 5% of revenue after 2016 (no payment to date)
 - Roanoke – Years 1 – 3 \$237,000 and after that \$377,000
 - The Colony – 5–7% of gross revenue \$83,768 – \$202,932
 - Mansfield – 5 – 7% of gross revenue

Questions



Council Agenda Background

PRESENTERS: Beverly Griffith, City Manager
Meg Jakubik, Asst. to the City Manager/Strategic Services **DATE:** 12/17/13

Work Session

ITEM:

Presentation and Council direction on implementation of employee compensation plan.

City Manager Review: _____

DISCUSSION:

In the FY 2013-2014 Budget, Council included funds for an employee compensation program. Council directed staff to allocate the funding through market adjustments for positions severely below the targeted market level and the balance as a merit pool based on the results of employee evaluations.

Staff has analyzed the current positions in the City in comparison to market. Due to the constraints of the available funding, staff is proposing a reclassification system to address the market deficiencies. Positions were assessed in comparison to other positions in their same grade, along with a comparable market point. For pay grades where each position averaged between the 30th and 40th percentile, no adjustments were made. In pay grades where most positions were in that range, but specific job title(s) were appreciably lower, further consideration was given to the scope of job duties to determine if it should be included in a higher pay grade. Any position that was reclassified will receive a minimum 5% increase in pay to close the market disparity gap.

After the market assessment was completed, a merit pool was established based on 2.5% of all remaining personnel. Any person who received a market adjustment or is currently in the Step program for police and fire personnel will not be eligible for a merit increase. The merit increases will be administered similar to last year with the pool being established for base funding. Actual increases will be based on evaluation scores within a determined range. This will be calculated after the administration of all reviews this month.

Only permanent (year-round) full and part time positions were considered in this analysis. Therefore, seasonal staff (school crossing guards and aquatic staff) is not included in either reclassification or the merit pool.

Upon Council approval, all reclassifications and merit increases will go into effect with the pay period beginning January 15, 2014. The following table outlines the funding necessary for the remaining nine months of the fiscal year for both components of the plan:

Budgeted Amount	\$	486,272
Reclassification Plan	\$	213,553
Merit Pool	\$	221,760
Difference	\$	50,959

This plan applies to all pay periods following the implementation date and will not be retroactive. The difference between the proposed approach and the budgeted amount will be applied to the increased benefit costs associated with the salary increases. The total cost in salary dollars for a full year will be \$517,440 plus benefits. This will be included in the FY 14-15 budget calculations.

ATTACHMENTS:

**Power Point Presentation
Pay Increase History**



Employee Compensation Plan

FY 2013-2014



Council Direction

Budget Workshop for FY 13-14

- Create a compensation plan that addresses market disparities.
- In conjunction, continue the current commitment to employee pay increases through a merit pool.
- Funding for entire General Fund compensation program is the difference between budgeted revenue and expenditures, \$431,962.
 - For all funds, the Budgeted Amount is \$486,272



Market Analysis

- Benchmarked positions were compared to eight area cities.
 - Cities were selected based on multiple factors
 - Proximity/Experience of losing employees due to higher pay
 - Similar socio-economic demographics
 - Used in Rate Study conducted in 2000 by Ray Associates, Inc.
- Market point of 40% calculated based on actual average of employee monthly compensation for each benchmarked position.
- For positions where benchmarking was not completed, averages of known market points were used.
 - Assumptions:
 - Internal equity was valid
 - Differences between grades for market amounts averaged 5%



10 Year History - Pay Increases

YEAR	INCREASE
2003-04	No increases except Police & Fire on Step Program (5%)
2004-05	6% across board
2005-06	Uniformed Police & Fire 7.5%; All Others 2.5%
2006-07	5% all employees; except Department Heads (3%)
2007-08	7% Grades 17-24; PO1N/PO2N; FF1N/FF2N 6% Grades 25-39; 04PS-15PS 5% Grades above 39; 17PS-21PS
2008-09	3% across board
2009-10	No increases
2010-11	No increases
2011-12	No increases
2012-13	\$1000 Lump sum for FT employees (Prorated PT) (>1 yr) 2% merit pool (4/1/13)



Methodology

Reclassification system to address market deficiencies

- Human Resource staff performed market analysis using cities in the region with comparable positions.
- Staff performed analysis on current monthly salaries to determine their percentile within the market.
- Positions that were determined to be significantly under the targeted market point were evaluated for equity within the pay plan.
 - Staff targeted positions that were below the 30th percentile.
 - As appropriate, these were Reclassified to address market deficiencies while maintaining internal equity.



Exceptions

- Only permanent (year-round) full and part time employees were considered, there are no increases through reclassification or merit for seasonal employees:
 - School Crossing Guards
 - Seasonal Aquatics Personnel

Public Safety Employees that are currently receiving step increases are not eligible for merit increases.



Current Pay Grade Market Comparisons

Using lowest percentage of current incumbents

Grade(s)	# Personnel	# Positions	>40%	30-40%	<30%
17N	11	5	2	3	0
18N	17	8	3	5	0
19N-20N	21	10	4	6	0
21N	6	5	4	1	0
22N	33	19	4	13	2
23N	21	5	3	2	0
24N	4	4	0	3	1
25N	39	22	5	12	5
26N	17	14	0	3	11
28N	6	6	0	2	4
30N	4	4	1	3	0
31N	9	9	6	3	0
32N	6	6	2	2	2
33N-35N	6	6	5	1	0
36N-38N	4	4	2	2	0
39N-43N	6	6	1	1	4
45N-CM	7	7	1	3	3
04PS	24	3	0	1	2
09PS	18	2	0	0	2
11PS-13PS	10	3	1	2	0
15PS-21PS	6	5	1	4	0
FF	36	2	0	0	2
PO	50	3	0	2	1
	361	158	45	74	39

*Personnel counts are based on actual number of incumbents, not FTE counts.



Starting Pay Market Percentages

Using starting pay figures for pay grades

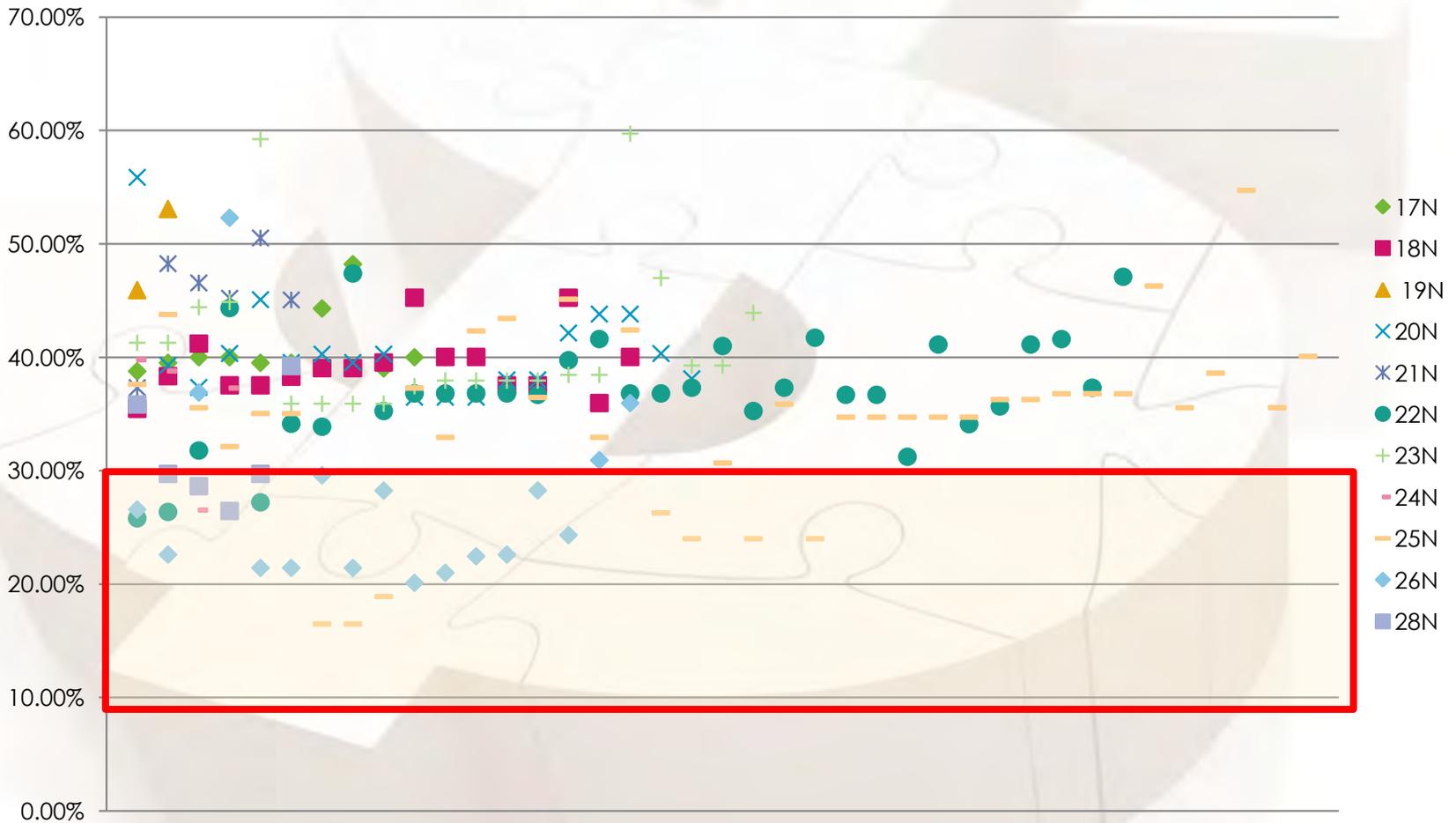
Grade(s)	# Personnel	# Positions	>40%	30-40%	<30%
17N	11	5	0	5	0
18N	17	8	0	6	2
19N-20N	21	10	0	10	0
21N	6	5	0	5	0
22N	33	19	0	16	3
23N	21	5	1	4	0
24N	4	4	0	3	1
25N	39	22	0	16	6
26N	17	14	0	1	13
28N	6	6	0	0	6
30N	4	4	0	2	2
31N	9	9	0	9	0
32N	6	6	1	2	3
33N-35N	6	6	1	4	1
36N-38N	4	4	0	3	1
39N-43N	6	6	1	0	5
45N-CM	7	7	0	2	5
04PS	24	3	0	0	3
09PS	18	2	0	0	2
11PS-13PS	10	3	0	1	2
15PS-21PS	6	5	0	2	3
FF	36	2	0	2	0
PO	50	3	0	2	1
	361	158	4	95	59

*Personnel counts are based on actual number of incumbents, not FTE counts.



Pay Grades 17-28 Before

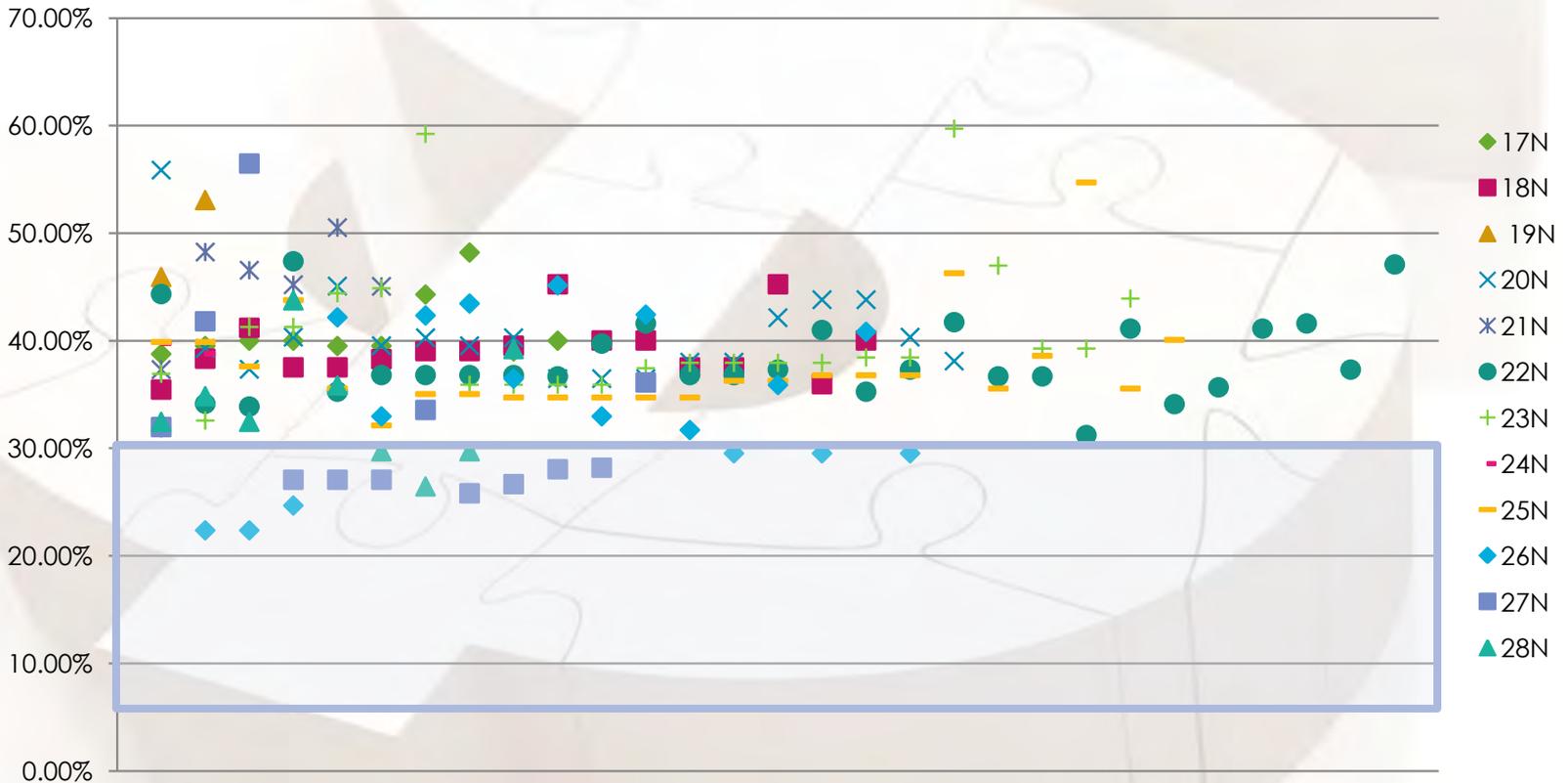
Employee Percentiles Before Reclass Pay Grades 17-28





Pay Grades 17-28 After

Employee Percentiles After Reclass Pay Grades 17-28





Pay Grades 30-49 Before

Employee Percentiles Before Reclass Pay Grades 30-49





Pay Grades 30-50 After

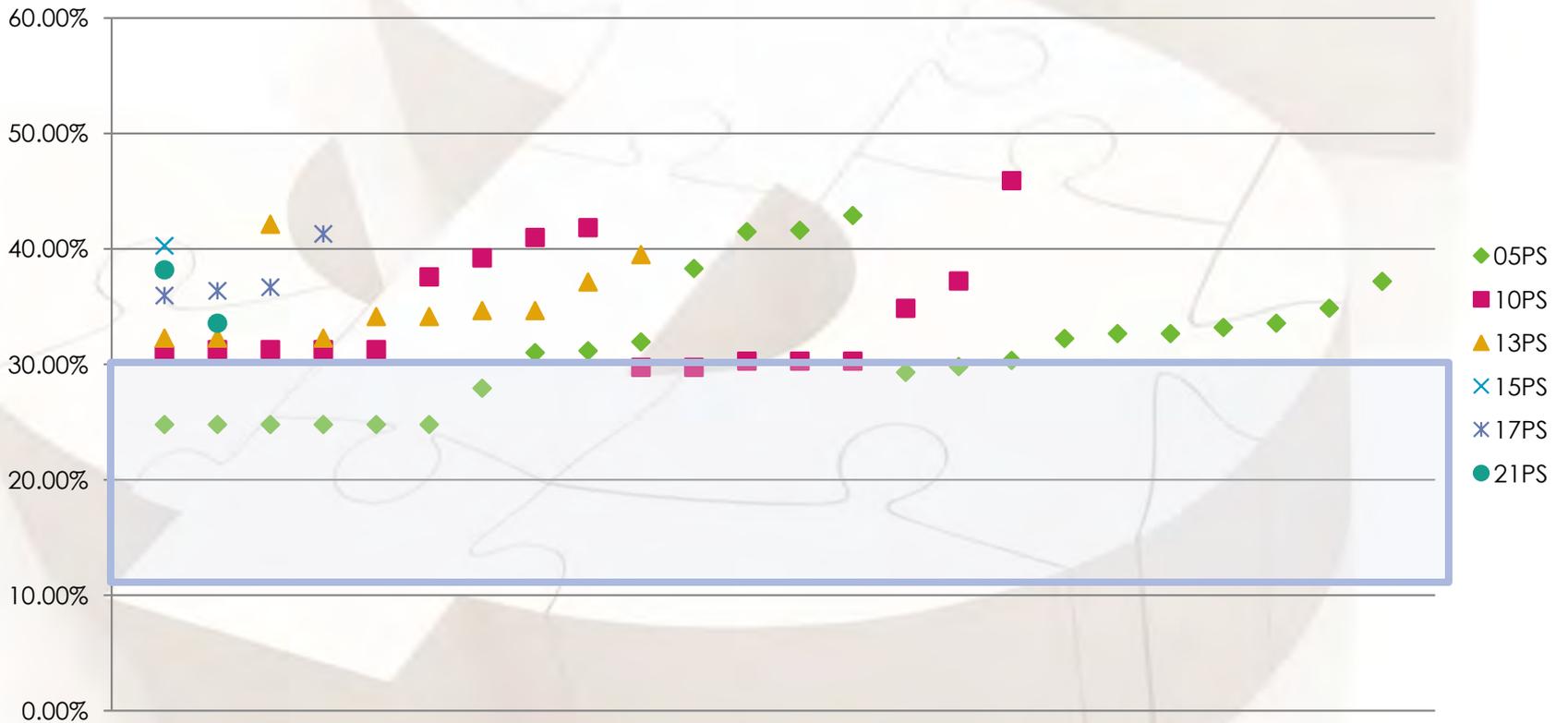
Employee Percentiles After Reclass Pay Grades 30-50





Public Safety Pay Grades After

Public Safety Percentiles After Reclass Pay Grades 05PS-21PS





Implementation Methodology

- Reclassified Personnel
 - Once confirmed as a reclassified position, personnel in the position were increased to either the minimum of the new pay grade or 5%, whichever was greater.
- Other Positions – Merit Pool
 - Funding was established to create a merit pool at 2.5%.
 - Employees that received a reclassification of their position are not eligible for merit increases.
 - Merit Increases will be administered based on employee evaluation scores.



Results By Personnel

Starting Pay

	<20%	20-30%	30-40%	>40%
Before Plan	42	155	156	8
After Plan	29	147	175	10
Difference	(13)	(8)	19	2

Current Pay

	<20%	20-30%	30-40%	>40%
Before Plan	14	60	191	96
After Plan	3	39	213	106
Difference	(11)	(21)	22	10



Reclassification Fiscal Impacts

Grade(s)	# of Personnel	Amount
23N-25N	4	\$ 9,275
26N	18	\$ 26,351
27N	12	\$ 17,965
28N-30N	5	\$ 11,635
32N-40N	4	\$ 22,505
43N-50N	5	\$ 26,060
05PS	24	\$ 54,627
10PS	17	\$ 45,135
	89	\$ 213,553



Funding Requirements

All Funds Combined

	Amount
Budget	\$ 486,272
Reclassification Plan	\$ 213,553
Merit Pool	\$ 221,760
<i>Total Compensation Plans</i>	\$ 435,313
Difference *	\$ 50,959

*Difference to be applied to Benefit costs (IMCA, TMRS, Worker's Compensation, Medicare); approximately 12%



HISTORY OF PAY INCREASES

YEAR	INCREASE
2003/2004	0% except for Police & Fire on Step Program (5%) between steps
2004/2005	6% across the board
2005/2006	Uniformed Police and Fire 7.5% - all others 2.5%
2006/2007	5% all employees except Dept. Heads – They received 3%
2007/2008	7% Grades 17 thru 24 - Policemen & Firemen I & II 6% Grades 25 thru 39 – (Fire Engineer, Detective/Corporal (PD), Fire Inspector, Sergeant (PD), Lieutenant (PD & FD), Battalion Chiefs & Fire Marshall 5% Grades above 39 – Dept Heads – Fire Chief, Deputy Chief (Fire), Police Chief and Deputy Chief (PD)
2008/2009	3% across the board
2009/2010	No increases
2010/2011	No increases
2011/2012	No increases
2012/2013	\$1000 Lump sum for FT employees – prorated for PT. Must have worked for City for 1 year. 04/01/13 2% merit pool



Council Agenda Background

PRESENTER: Mirenda McQuagge-Walden, Managing Director

DATE: 12/17/13

Work Session

ITEM:

Discussion on final draft of citizen survey instrument.

City Manager Review: _____

DISCUSSION:

On December 3, 2013, Council reviewed the draft of the citizen survey instrument with Dr. Paul Ruggiere. Dr. Ruggiere is incorporating the changes requested by Council and will submit to staff a final draft copy of the survey instrument prior to this meeting. Staff will forward the final copy after receipt. Staff is requesting a final review by Council and a consensus on moving forward with the survey instrument.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 12/17/13

Council Recognition

ITEM:

Employee Service Recognition

City Manager Review: _____

DISCUSSION:

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

David Coben	5 years	Police Department
Michael Ross	25 years	Fire Department
James Richardson	25 years	Fire Department

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 12/17/13

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) November 26, 2013 regular meeting
- b) December 3, 2013 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

November 26, 2013 regular meeting
December 3, 2013 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 26th day of November, 2013 with the following members present:

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

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Kelli Agan	Technical Services Manager
Cliff Blackwell	Administrative Services Director
Roger Gibson	Police Chief
Tom Hoover	Public Works Director
Bill Syblon	Development Director

EXECUTIVE SESSION

To convene in the conference room in compliance with Section 551.001 et. Seq. Texas Government Code, to discuss the following:

- a) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – StoneCourt Homeowner’s Association.

Council convened into Executive Session pursuant to Texas Government Code Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – StoneCourt Homeowner’s Association at 8:51 p.m.

Council reconvened from Executive Session at 9:13 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 6:30 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 the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Tom Culbert, 1925 Charleston Drive – Mr. Culbert thanked the Council for the Senior Center luncheon.

DISCUSSION AND CONSIDER APPROVAL OF ITEMS BY CONSENT

Council discussed placing the following items on consent:

Motioned by Councilmember Champney, seconded by Councilmember Turner, to approve the following items by consent: 2, 7, 8, 9, 10, 11, 12 and 13.

Economic Development Director Bill Syblon presented information on Item #7. This item is for the development of the regulating standards for the Central Bedford Development Zone. The Central Bedford Development Zone is a vision developed through the input of City Council, residents, staff and a stakeholder committee representing Bedford's business community. Mr. Syblon stated that the regulating standards are a set of long and short term strategic action goals for the CBDZ; they are firm guidelines that can be taken to the planning community to find a developer to develop the CBDZ.

In response to questions from the Council, Mr. Syblon stated that a series of joint work sessions with the City Council and Planning and Zoning Commission will be held to determine the design standards of the CBDZ.

Administrative Services Director Cliff Blackwell presented information on Item #9 and #10. These items are for utility bill production and mailing services. He stated that these items relate to the Customer Service function of folding and mailing utility bills. Mr. Blackwell stated that this function has been outsourced since 2001 to DataProse, LLC and that by piggy backing on the City of Plano's contract with DataProse, LLC, the City will benefit from a lower rate, resulting in a savings of \$20,000 each year. The City of Plano has waived certain services that the City of Bedford currently provides to Bedford water customers. Item #10 will amend the contract in order to retain those services at current budgeted prices.

Public Works Director Tom Hoover presented information on item #11. This item is for a professional services contract with J. Richard Perkins, P.E. Mr. Hoover stated that the City has had a contract with J. Richard Perkins, P.E. for many years and that he provides a valuable service to the City. The hourly rate has increased, but the maximum contract amount remains unchanged.

Mr. Hoover also gave a presentation on Item #13. This item is for the Sulphur Branch Channel Improvements Final Design. Mr. Hoover stated that in July, 2013 the City authorized Kimley-Horn and Associates to do some preliminary analysis to look at a segment of Sulphur Branch between the 183/121 expansion and Bedford Road. The idea was to incorporate the improvements made by the State into what the City wants its section to look like. The design work is complete. The next step is to authorize Kimley-Horn to complete the final design.

In response to question from the Council Mr. Hoover stated that the preliminary cost is approximately \$900,000 and that on a project this size, the City will not be able to utilize the resources of the Corp of Engineers.

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

COUNCIL RECOGNITION

1. Employee Service Recognition

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

Jeremy Beekman, Development Department – 5 years of service
Kay Brown, Development Department – 5 years of service
Ivan Roman-Gutierrez, Police Department – 5 years of service
Michelle Ricard, Police Department – 15 years of service
Roger Gibson, Police Department – 30 years of service

APPROVAL OF THE MINUTES

- 2. Consider approval of the following City Council minutes:**
 - a) November 12, 2013 regular meeting**
 - b) November 13, 2013 special meeting**

This item was approved by consent.

OLD BUSINESS

3. Presentation by Robert Hinkle, NTE, regarding the S.H. 183 expansion.

Robert Hinkle with NTE gave a presentation to Council regarding the S.H. 183 expansion. He stated that 142 companies have worked on the project, along with several hundred subcontractors. On a daily basis, almost 2,400 people are working on the project. Approximately 4M cubic yards of dirt have been excavated, most of which is reused but some has been given to charitable organizations like 6Stones. The project is 74 percent complete. In regards to operations and maintenance, they have assisted 130 motorists per month along with the Police Department, and they are below the state and national incident rates. They are averaging 240 lane closures per month. Recent activity includes the reopening of the Central Drive exit and the westbound Murphy Drive entrance. He presented information regarding blackout periods including during Thanksgiving week, and the Christmas and New Year's holidays. He stated that the Brown Trail bridge is scheduled to be completed in the first quarter of 2014; the Bedford Road intersection is scheduled to be completed in the first or second quarter of 2014; Forest Ridge Drive is scheduled to be completed in the first quarter of 2014; the bridge at Central Drive is scheduled to be completed in the first or second quarter of 2014; and the SH121/183 split is scheduled to be completed in the first quarter of 2014. In regards to the final configuration of the corridor, all of the ramps are going to stay the same except the eastbound onramp from Norwood Drive is being moved to Brown Trail. Southbound north of S.H. 121 from Central Drive will now cross Murphy Drive. Eastbound "TEXpress" traffic will only be able to exit at Industrial Boulevard, while westbound TEXpress traffic will be able to exit at Brown Trail and Bedford-Eules Road.

Mr. Hinkle stated that there are going to be combination exits to different streets done for safety reasons. The three free lanes in the east segment will be there after the project is complete. There will be two "TEXpress" lanes in each direction, with eastbound entrances at Bedford-Eules Road and Brown Trail, and eastbound exits at Industrial Boulevard and S.H. 121. Westbound, there are entrances to the "TEXpress" lanes at Industrial Boulevard and southbound S.H. 121, and exits at Brown Trail and Bedford-Eules Road. He stated that the TEXpress lanes are for the long-term commuter, while the local traffic will benefit from the rebuilt general-purpose lanes and the expanded frontage roads. There will be double the capacity once the corridor is complete. There was discussion on impact information being made available that shows a project like this being beneficial; and residents getting dirt to which Mr. Hinkle replied that they could look at doing a "load of dirt" Saturday in the next six months. In answer to questions from Council, he stated that it would be safe to say a project like this would benefit the community and they are seeing restaurants, strip centers, and big box stores looking at the corridor; that there will be no major deterioration in getting on or off of the highway; that there will be ingress and egress at Central Drive; that the Brown Trail exit is already opened; that they have started a post-construction outreach to all the cities; and that the highway would have three free lanes and two "TEXpress" lanes in each direction. In answer to questions from Council, City Manager Beverly Griffith and Development Director Bill Syblon stated that the City has already seen new businesses in addition to those that have shown an interest; that sales tax revenue has been increasing, which correlates to

new business along S.H. 183; that the number of major businesses being lost is minimal; that property values have increased over the last two years; that in regards to concerns over increased traffic on Harwood Road and Highway 10 once construction is completed, shopping centers in that area have had increased occupancy rates due to increased traffic. There was discussion on getting the correct information out to the public.

NEW BUSINESS

4. Public hearing and consideration of an ordinance to rezone a portion of Lot 1, Block 1, Bedford Meadows Addition, located at 2101 Bedford Road, Suite M, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage & Used Furniture Stores, for a Goodwill Donation Station. The property is generally located north of Bedford Road and east of Central Drive. (Z-237)

Development Director Bill Syblon presented information regarding this ordinance. It is an application for a Specific Use Permit (SUP) to allow Goodwill Industries to open a new donation station in the Bedford Oaks Shopping Center. They would be occupying 2,500 square feet for a store front that would accept donations only and they do not intend to resell any goods. As it is in a shopping center, existing parking and landscaping have been provided as part of the overall development. The Planning and Zoning Commission recommended approval of this item at their October 24, 2013 meeting by a vote of 6-1 with the stipulation that the SUP be issued to the business name Goodwill Donation Station and the permit run with the name of the business, not the land.

In answer to concerns from Council regarding items being left outside of the station when it closes, Mr. Syblon stated that the issue came up during the Planning and Zoning Commission meeting and their concerns were allayed by the fact the location would be open seven days a week; and that he talked to a neighboring community but did not receive any feedback on this issue occurring. David Cox, President and CEO of Goodwill Industries of Fort Worth, stated that they have made an intentional shift from trailers to lease spaces; that they have similar locations in other cities and they have not seen that kind of behavior; that people are much more hesitant to leave items in a well-landscaped and nicely lit shopping center; that the lease space would protect the donations and project a better image for Goodwill and the City; that the station would be open from 9:00 a.m. to 5:00 p.m. Monday through Saturday, and 12:00 p.m. to 5:00 p.m. on Sundays, and that they will extend the hours as needed; that the station would serve a different area and that there is a highway between their Bedford store and the station; that they try to place stations one mile apart; and that it would relieve congestion at the Bedford store, as well as increase the donor base. There was discussion regarding having the SUP for Goodwill to only collect precluding them from selling at any point, to which City Attorney Stan Lowry stated that it could unless the underlying zoning allows for retail. Mr. Cox stated that they have no intention to sell out of the station as it is too small and they like to place stores five miles apart. In answer to questions from Council on doing something definitive about items being left outside other than code enforcement such as the station being open 24 hours a day, Mr. Lowry stated that conditions can be imposed on the granting of an SUP but that they cannot be compelled to be open. In answer to questions from Council, Mr. Syblon stated that in regards to the economic benefits to the City, any additional tenant generates additional traffic to the shopping center; and that anybody dropping off items after hours would have to be caught in the act. In answer to further questions from Council, Mr. Cox stated that they have eight lease spaces in the Fort Worth area; that the most they have seen outside of their lease spaces is a small box or bag; that the stations only exist for donations; that they have polices against selling items out of their donation centers; that the Colleyville station has been there for approximately 10 years; that most likely the material from the station would go to the store on Industrial Boulevard to be sold; that the store has revenues of \$1.7M; that it would be safe to assume the revenue at the store would increase; that when sales go down it is due to the lack of product; that the reason they try to increase revenue is to serve more people.

Mayor Griffin opened the public hearing at 7:46 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:46 p.m.

Motioned by Councilmember Turner, seconded by Councilmember Champney, to approve an ordinance to rezone a portion of the property known as Lot 1, Block 1, Bedford Meadows Addition, located at 2101 Bedford Road, Suite M, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage & Used Furniture Stores specifically for a Specific Use Permit to allow for Goodwill Donation Station; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. (Z-237)

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

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

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

5. Public hearing and consideration of an ordinance amending Ordinance Number 2275, specific to Section 1.2.B Definitions to include a definition for Shopping Center; providing Exhibit "A" being the text amendment to the Zoning Ordinance. (A-031.1)

Mr. Syblon presented information regarding this ordinance. He stated that through the discussion of other development related topics, it was determined there was a need to add a definition of "shopping center" to the Zoning Ordinance to help with the administration of the Ordinance. The definition reads: "provides for a unified grouping, in one or more buildings whether connected or not, of retail shops, stores, and offices which are planned and developed as an operating unit."

Mayor Griffin opened the public hearing at 7:49 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:49 p.m.

Motioned by Councilmember Davisson, seconded by Councilmember Nolan, to approve an ordinance amending Ordinance Number 2275, specific to Section 1.2.B Definitions to include a definition for Shopping Center; providing Exhibit "A" being the text amendment to the Zoning Ordinance. (A-031.1)

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

6. Public hearing and consideration of a resolution approving a site plan for the property known as Lot 1, Block 1, HEB Medical Center Addition, located at 1600 Hospital Parkway, Bedford, Texas, specifically for Texas Health HEB Hospital ICU Expansion of 50,680 SF in the Master Highway Corridor Overlay District (MHC). The property is generally located south of State Highway 183 and east of Hospital Parkway. (S-059)

Mr. Syblon presented information regarding this resolution. It is for Texas Health Resources to construct a new 50,000 square foot ICU expansion to their existing hospital campus. Site plan approval is required as it falls within the Master Highway Corridor Overlay District (MHC). The expansion would be constructed internal to the campus on an existing parking surface, with limited visibility from the Corridor. As the bottom floor of the structure is being used for parking, only nine spaces are being lost. Overall parking and landscaping for the campus exceeds the Zoning Ordinance standards. The applicant is proposing the expansion to be of metal material. Mr. Syblon explained that alternative materials beyond masonry critical to the architectural theme of the structure can be approved by the Council upon recommendation of the Planning and Zoning Commission. The Commission recommended approval of the site plan at their October 24, 2013 meeting by a vote of 6-1.

Rob Hudson, 4512 Sandera Lane, Flower Mound, representing the architectural firm of Sterling Barnett Little in Arlington, displayed images of the existing hospital and the proposed ICU expansion. The expansion is elevated to maintain physician parking and for loading docks. He displayed a graphic

showing the amount of parking and impervious surfaces on the campus. The parking is at 1,272 spaces and the minimum required is 540 spaces. He displayed the site plan with the required data. The ground level plan shows physician parking and loading docks. The first floor plan is a shell space, which will potentially be used for operating rooms or administrative space. The second floor plan is the ICU with 18 beds, which are situated around the perimeter as the Texas Department of Health requires them to have windows. The third floor plan shows another shell space, which is connected to the hospital and would be used potentially for medical surgery/universal care rooms. The roof plan shows screens to cover the rooftop units for aesthetic appeal. He displayed the primary elevations from the highway corridor and secondary elevations facing south. For the south elevation, they are proposing a metal panel system, which would be a high-end finished product. He explained that there are issues related to settlement at the existing facility and that they want to work with that movement by using a material that is more forgiving. The metal panels are of the mica family, which is a material with earthy tones. The campus has had ten renovations over the years and that the facility can be dated with the various brick colors. He explained that metal panels have been used on the campus prior to the MHC. In regards to the color of the panel, he stated it was the preference of the designer and that it was recommended they use an earthy tone.

Mayor Griffin opened the public hearing at 8:05 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 8:05 p.m.

Motioned by Councilmember Turner, seconded by Councilmember Champney, to approve a resolution approving a site plan for the property known as Lot 1, Block 1, HEB Medical Center Addition, located at 1600 Hospital Parkway, Bedford, Texas, specifically for Texas Health HEB ICU Expansion of 50,680 SF in the Master Highway Corridor Overlay District (MHC); declaring that this resolution be cumulative of all other resolutions; providing for a severability clause; providing for a penalty; and declaring an effective date.

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

7. Consider a resolution authorizing the City Manager to enter into a contract with Gateway Planning in the amount of \$29,980 to develop regulating standards for the Central Bedford Development Zone.

This item was approved by consent.

8. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Fort Worth, Arlington, Haltom City, Hurst, North Richland Hills and the County of Tarrant, Texas for the Fiscal Year 2013 Byrne Justice Assistance Grant (JAG) Formula Program Award.

This item was approved by consent.

9. Consider a resolution authorizing the City Manager to enter into an assignment of contract with DataProse, LLC for utility bill production and mailing services.

This item was approved by consent.

10. Consider a resolution authorizing the City Manager to enter into an amended agreement with DataProse, LLC to add the "NetBill" on-line bill presentment and collection package plus the additional services listed in the Schedule 1.0 to the current contract for the production and mailing of utility bills.

This item was approved by consent.

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

This item was approved by consent.

12. Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Bedford and Tarrant County for street improvements on Martin Drive from Park Avenue to Cummings Drive, and Cummings Drive from SH 157 to SH 121.

This item was approved by consent.

13. Consider a resolution authorizing the City Manager to enter into a construction administration agreement with Kimley-Horn and Associates, Inc., in the amount of \$78,000 for the Sulphur Branch Channel Improvements Final Design (SH 121/183 to Bedford Road).

This item was approved by consent.

14. Discussion of probable cost to install paving, storm drainage, water and sanitary sewer lines in an unimproved area located in the Oak Grove Estates.

Public Works Director Tom Hoover presented information regarding probable costs to install paving, storm drainage, and water and sanitary sewer lines in an unimproved area located in the Oak Grove Estates. He stated that in August, there were conversations about water and sewer line extensions along Highway 157. The sewer line ends at the carwash area, and the water line ends at the carwash area in the south and Shipley's Donuts in the north. There had been further discussion on doing these improvements, as well as Brasher Lane, Midway Court and Renee Drive, as an economic development stimulus. The total cost to do everything was over \$3M. Mr. Hoover presented different scenarios. The first scenario is to do nothing. There are 71 platted lots, most of which are not provided with water, sewer or streets. Staff went on the assumption that vacant lots are worth \$10,000 on the tax rolls and that the taxable basis of a new single family home is \$200,000. Commercial sites were assumed to have a value of \$1.4M per acre. With the 71 lots, there is \$710,000 worth of value, which generates \$3,500 a year total in tax revenue. The second scenario would be to build the water and sewer lines at a cost of over \$200,000. This would open up 20 residential lots along Highway 157 or would generate about 9.5 acres of commercial between Highway 157 and Renee Drive. This would generate \$4M worth of residential value, for \$20,000 in taxable revenue, or \$13M in commercial value, which would generate \$66,000 in ad valorem taxes. The third scenario would be to do the water and sewer lines and to build Brasher Lane. This would involve 465 feet of major drainage improvements and paving for a total project cost of \$1M. This would open up 16 lots on Brasher Lane south of Aspenwood Drive. This would equal \$7M in residential value, for \$35,000 in ad valorem taxes, or \$20M in commercial, for \$100,000 in ad valorem taxes. The fourth scenario would be to include the construction of Midway Court for a total project cost of \$1.6M. This would add 39 residential lots or 14 acres of commercial property. The fifth scenario would include the construction of Renee Drive for a total project cost of \$3M. This would generate \$100,000 in revenue for commercial or \$70,000 in ad valorem taxes for residential.

In answer to questions from Council, Mr. Hoover stated that the assumption is that all the properties between Renee Drive and Highway 157 would be commercial; and that the design for the water and sewer mains for Highway 157 are completed and it would take less than six months for construction. In answer to a question from Council, Mr. Syblon stated that if a business determined that there was no infrastructure, they would move on and the City would not have the opportunity to speak to them. There was Council discussion on deferring this discussion to a work session. In answer to questions from Council, Mr. Hoover stated that the lots along Highway 157 are zoned either residential or industrial; that in regards to residential, TxDOT has changed their access requirements and they would probably

require 300 feet between driveways. There was Council discussion on the improvements to Highway 157, not doing any work on Renee Drive; and the fourth scenario. In answer to questions from Council, Mr. Hoover and Mr. Syblon stated that residential zoning is not a big a problem as residential use, and that the area is reflected as commercial in the City's Comprehensive Plan. There was consensus from Council to have another work session on this item and for staff to provide more detailed cost probabilities.

15. Discussion regarding convening a Strategic Planning Work Session to discuss the correlation of the Bedford Boys Ranch, the Cultural District and the Central Bedford Redevelopment Zone as the catalyst for economic development and community revitalization. **This item requested by Councilmember Champney.

Councilmember Champney requested this item be placed on the agenda for discussion. He is requesting a strategic planning work session focusing on the Boys Ranch, the Cultural District, and the Central Bedford Redevelopment Zone. These items go hand-in-hand from the standpoint of planning aspects for what they need to do for the City. The three initiatives are at various stages of development and he would like Council to sit down to discuss their correlation, marketing, and developing a plan for the necessary steps in a controlled and coordinated effort. The desired outcome of the meeting is identifying the critical success factors, the stakeholders, and action items, as well as a tentative timeline for completion. He would like it as a brainstorming session that would not be part of the planned January work session.

There was discussion on waiting to see the Cultural Commission Strategic Plan; having the Commission have input at a work session and Council and the Cultural District being part of the Central Bedford Development Zone.

Councilmember Brown stated that the CDBZ is not something that the Council needs to direct how to market. He is of the opinion that the Council will be doing more harm than good by trying to create a strategy right now. He agrees that the three initiatives play off of each other but are not necessarily so cohesive that we need to have a direct marketing strategy for them together.

The Council agreed that it was premature to create a marketing plan at this time and that as each individual project evolves it will become evident to revisit the issue.

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

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

No report was given.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported that the Commission is beginning to winterize their activities.

✓ **Community Affairs Commission - Councilmember Boyter**

Councilmember Boyter reported that the Commission had a productive meeting last week and they are encouraged by their work on anticipating what they want to get involved in next year. They plan to come to Council over the next few months regarding items they want to develop.

✓ **Cultural Commission - Councilmember Nolan**

No report was given.

✓ **Library Board - Councilmember Davisson**

Councilmember Davisson reported that the Board discussed new circulation policies. He stated that the Library Foundation put on their annual ChristmasFest and raised \$2,500 for the Library. Santa Claus as well as the Mayor and First Lady were there.

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

No report was given.

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

Councilmember Turner stated the Board will meet in early December and that the Senior Center hosted their holiday luncheon the previous Friday.

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

No report was given.

17. Council member reports

No other reports were given.

18. City Manager/Staff Reports

Ms. Griffith reminded everybody that City offices will be closed Thursday and Friday for the Thanksgiving holiday. The annual Christmas Tree Lighting will be Friday, December 6 from 4:00 p.m. to 6:00 p.m. at the Library, and then starting at 6:00 p.m. at the Old Bedford School.

19. 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 9:15 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in regular session at 4:45 p.m. in the Building A Conference Room of City Hall, 2000 Forest Ridge Drive, Bedford, Texas, on the 3rd day of December, 2013 with the following members present:

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

constituting a quorum.

Staff present included:

David Miller	Deputy City Manager
Mirenda McQuagge-Walden	Managing Director
Meg Jakubik	Assistant to the City Manager
Amanda Jacobs	Assistant City Secretary

EXECUTIVE SESSION

To convene in the conference room in compliance with Section 551.001 et. Seq. Texas Government Code, to discuss the following:

- Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Stonegate Pools, Bedford Road. ***This item requested by Councilmember Nolan

Council convened into Executive Session pursuant to Texas Government Code Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Stonegate Pools, Bedford Road at 4:45 p.m.

Council reconvened from Executive Session at 5:10 p.m.

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

REGULAR SESSION

The Regular Session began at 5:15 p.m.

CALL TO ORDER

Mayor Griffin called the meeting to order.

1. Discussion on the development of the citizen survey instrument.

Dr. Paul Ruggiere discussed the finalization of the survey instrument and requested feedback from the Council to ensure the questions were what they had in mind.

Dr. Ruggiere stated that the survey will take about 15 minutes to conduct over the phone, based on a trial run between an interviewer and a supervisor.

Regarding survey question #2, it was agreed that respondents must reside in Bedford 12 months or longer.

In response to questions from the Council, Dr. Ruggiere stated that the sample selected is based on address, that the interviewer does not have that information at the time of the interview, that on the data side they are able to pinpoint where the house is, that asking for the zip code in question #1 is necessary in the event that they took their phone number with them in a move.

In response to questions from Council, Dr. Ruggiere stated that people are chosen for the survey based on the delivery sequence file of the post office, which is the most up-to-date file. Of all of the households in Bedford that are in that file, there is a random selection of 2,850, which is a scientifically randomly selected sample. Usually 40% of households will have a phone number that is listed. Those with listed numbers will be called, the remaining will receive a mailer inviting them to do the web survey, hard copies of the survey will be mailed to those who did not participate in the web survey. The hard copy is one sheet of paper, includes benchmarked questions, and is given to people who have already had the opportunity to respond and have chosen not to. Typical responses are 1/3 from phone, 1/3 from the web and 1/3 from the mail. 2/3 of those selected will receive the full-blown questionnaire.

Discussion was held regarding whether question 3 should be asked at the end of the survey and that questions 4 and 5 were similar and if one of them could be removed. The Council agreed to leave the questions as presented.

The Council agreed to remove questions; 6 regarding gas drilling; 8 remove “and other public places”; 9 banning smoking in businesses that are located within city limits; 11 regarding trap, neuter and release of stray animals. The Council also requested the following changes; 15 changing the question to “Investing city resources to revitalize existing commercial areas; and to amend the wording in the instruction paragraph to read “...the City may consider in the future.”

Regarding questions 16 and 17, Council agreed to reword question 16 to read; “The city may consider replacing the recycling bin that you currently use with a larger recycling cart...” and to remove question 17 entirely.

Dr. Ruggiere stated that the remaining questions are benchmarked questions and have a comparison that can be used. He recommended that they stay the way they are. It was noted that question 18. I. should be “Code Compliance.”

After discussion, it was determined that question 19 would remain on the questionnaire; that question 20 would be reworded to be answered as Excellent, Good, Fair or Poor.

There were no issues with questions 22 and 23.

It was the consensus of the Council to remove 24. e. and question 25.

Dr. Ruggiere stated that questions 26, 27 and 28 are benchmarked questions. It was the consensus of the Council that the City's web address could be removed from question 28;

question 29 will be removed and question 30. a. will be changed to Bedford Connection Magazine.

After discussion, it was determined that if question 32B was answered as Not Satisfied the interviewer would need to ask a follow-up question to determine if it was due to not getting the response the caller liked or if the response was a lack of customer service.

32C. will be split into two separate questions; Were they courteous? Were they helpful?

Question 35 will be removed.

After discussion, Council was of the consensus to leave question 42A open ended.

2. Interviews for appointments to Bedford's Citizen Boards and Commissions.

Council conducted interviews with applicants for appointment to Bedford's Citizen Boards and Commissions.

3. Council discussion, if necessary, regarding appointments to Bedford's Citizen Boards and Commissions.

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

ADJOURNMENT

Mayor Griffin adjourned the meeting at 8:50 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: See below

DATE: 12/17/13

Persons to be Heard

ITEM:

- a) Gary Morlock, 2910 Wayside Drive, Bedford, Texas – Requested to speak regarding an update on the Community Affairs Commission.
- b) Rev. Melvin Brown, Sr., 2813 Airport Freeway #416, Bedford, Texas 76021 – Requested to speak to the Council regarding Nelson Mandela.
- c) Spencer George, 300 South Main Street, Euless, Texas – Requested to speak regarding installing a digital billboard in Bedford.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letters of Request

From: [Gary Morlock](#)

To: [Wells, Michael](#)

Cc: [MICHAEL BOYTER](#) ; [STEVE GRUBBS](#)

Sent: Thursday, December 05, 2013 12:39 PM

Subject: Request to speak at City Council Meeting - Tue, Dec 10, 2013

Mr. Wells -

I request to be put on the agenda under "persons to be heard" for the Tue, Dec. 10, 2013 City Council Meeting.

The subject is Community Affairs Commission - Update.

FYI - This update was suggested by Councilman Boyter at the last CAC meeting, and Chairperson Grubbs asked me to speak for the CAC.

Gary Morlock - Volunteer, Secretary
Community Affairs Commission (CAC)
City of Bedford

2910 Wayside Dr.

Bedford 76021

c: [REDACTED]

Mr. Jim Griffin:

We celebrate the life and legacy of President Nelson Mandela.

A Champion of freedom and justice for South Africa and abroad.

I would like to honor Nelson Mandela with the Invocation at our Bedford Council Meeting,
on Tuesday, December 10, 2013.

If you have someone for the Invocation, I would like 5 minutes for a statement in honor of Nelson Mandela.

[“Let freedom reign. The sun never set on so glorious a human achievement.”](#)

It is God who created all and has given all.”

[Nelson Mandela](#)

Thank you

Rev. Melvin E. Brown Sr.

Phone: [REDACTED]

From: Spencer George [REDACTED]
Sent: Tuesday, December 10, 2013 11:15 AM
To: Wells, Michael
Subject: Re: Digital billboard signs

Michael,

Please add me to the city council meeting next Tuesday, December 17 to present the council about installing a digital billboard in Bedford. Let me know if you need any other information.

Thanks
Spencer



Council Agenda Background

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

DATE: 12/17/13

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to request from the Director of the Texas Commission on Environmental Quality (TCEQ) an extension of the SSO Initiative for five years until December 31, 2018.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

In 2007, the City began participation in the TCEQ Sanitary Sewer Outflow (SSO) Initiative Program to stay in compliance with State and Federal standards for inflow and outflow of sewer discharge. The City started the program soon after it was developed and was put on a 5-year program with the expectation of spending \$1,000,000 per year on sanitary sewer lines in targeted areas. Most of the expectations of the program were met; however, some are still ongoing, and will not be complete by the December 31, 2013 deadline.

The City of Bedford entered into an agreement with the Texas Commission on Environmental Quality (TCEQ) on February 27, 2008. This agreement was to correct the sewer overflows that had been occurring between 2003 and 2007. In the agreement, the City agreed to “implement the annual Capital Improvements Program to replace the existing System infrastructure within the following neighborhoods: Brook Hollow Addition; Harwood Terrace Addition; Rollingwood Addition; Bell Hurst Addition; Oakwood Park East Addition; Bell Manor Addition (North Section); and Shady Brook Addition.”

The Agreement was executed with the commitment of \$1,000,000 per year over the life of the agreement for the areas listed above. The City offered this amount in a letter dated November 29, 2007. The Comprehensive Wastewater Collection System Evaluation (Study) had not been completed by Espey Consultants, Inc. when the agreement was finalized. The agreement was for five years and was to have the improvements completed along with annual milestones.

The primary focus by the City since the Study has been completed has been on the system infrastructure improvements that transport sewer from the various subdivisions along the creeks (outfall sewers). These mains are usually larger in diameter and have the largest potential for infiltration of storm water into the sewer collection system and are also the largest potential for overflows at other locations.

Over the last five years the City has constructed over five million dollars worth of sewer main replacement, sewer pipe enlargement via pipe bursting, root intrusion reduction via cured in place (CIP) pipe (e.g.– insituform is a common method), and point repairs to remove/repair manholes that were built out of bricks or had broken cones/rings/covers/etc.

Some system infrastructure improvements made by the City during the agreement are within the Bell Manor (North) Addition. System improvements were made with the CDBG funding for the 37th and 38th year along Memphis Drive, Winchester Way, and Central Drive. The City has replaced a portion of the outfall sewers along the Sulphur Branch in the Brook Hollow Addition and in the Shady Brook Addition. However, we have not completed all of the improvements that were committed to in the agreement. This would have our agreement be a ten-year format similar to the

other cities in our region.

In order to maintain the commitment that was agreed to in 2008 between the City of Bedford and TCEQ, it will be necessary to request a 5-year extension from the Director of TCEQ to better manage our sanitary sewer system future capital improvements programs and to continue modeling after the Comprehensive Wastewater Collection Evaluation that began in 2008. Since its inception, the numbers of sewer main backups and overflows have decreased.

Staff recommends that we continue with the emphasis on replacement of the outfall sewers in the Sulphur Branch and its tributaries. Based upon recent projects, it appears that the completion of the major outfalls will be completed within four years of the project extension. The rehabilitation of portions of the residential areas within the agreement will be done incrementally during the five years of the project with a majority of the rehabilitation occurring in the first and last years.

The attached presentation from Gary Burton Engineering, Inc. outlines what has been accomplished in the last five years.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to request from the Director of the Texas Commission on Environmental Quality (TCEQ) an extension of the SSO Initiative for five years until December 31, 2018.

FISCAL IMPACT:

\$1,000,000 annually from:
Previously issued bond funds, and the
Utility Repair and Maintenance Fund

ATTACHMENTS:

Resolution
Gary Burton Engineering Presentation on the
TCEQ SSOI Program
SSO Initiative Letter to TCEQ

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO REQUEST FROM THE DIRECTOR OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AN EXTENSION OF THE SSO INITIATIVE FOR FIVE YEARS UNTIL DECEMBER 31, 2018.

WHEREAS, the City Council of Bedford, Texas has determined that the an extension of the Sanitary Sewer Outflow Initiative will help keep the City in compliance with State and Federal standards for inflow and outflow of sewer discharge for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the vitality of neighborhoods.

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

SECTION 1. That the recitals above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby authorize the City Manager to request from the Director of the Texas Commission on Environmental Quality (TCEQ) an extension of the SSO Initiative for five years until December 31, 2018.

SECTION 3. That funding in the amount of \$1,000,000 per year will come from various existing bonds for water & sewer improvements.

PRESENTED AND PASSED this 17th day of December, 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

BEDFORD TCEQ SSOI

RN 101388981 ENF. CASE NO. 35291

EFFECTIVE: February 27, 2008

EXPIRES: December 31, 2013

PROV.	TCEQ SSOI	STATUS
1	Complete Comprehensive WW Collection System Evaluation by July 31, 2008.	COMPLETED.
2	Evaluate Feasibility of Chemical Root Control Program by December 31, 2008.	COMPLETED.
3	Develop Geographic Information System (GIS) Database by July 31, 2008.	COMPLETED.
4	Inspect 20% of Existing Manholes in the System and Conduct Rehabilitation as Necessary on an Annual Basis.	MET EXPECTATIONS ANNUALLY.
5	Clean 20% of SS System on an Annual Basis.	MET EXPECTATIONS ANNUALLY.

BEDFORD TCEQ SSOI

RN 101388981 ENF. CASE NO. 35291

EFFECTIVE: February 27, 2008

EXPIRES: December 31, 2013

PROV.	TCEQ SSOI	STATUS
6	Video at least 14,000 Feet of SS System on an Annual Basis.	MET EXPECTATIONS ANNUALLY.
7	Implement Annual CIP to Replace Existing SS System Infrastructure by December 13, 2013.	ONGOING. Outfall SS serving Brook Hollow and Shady Brook were COMPLETED. <i>(Projects were prioritized into a 5-Year CIP with \$1M annual expenditures based on cost effectiveness.)</i>
8	Implement an Education Program to Residential Customers for Disposal of Grease on an Annual Basis.	ONGOING. MET EXPECTATIONS ANNUALLY.

BEDFORD TCEQ SSOI

RN 101388981 ENF. CASE NO. 35291

EFFECTIVE: February 27, 2008

EXPIRES: December 31, 2013

PROV.	TCEQ SSOI	STATUS
9	Implement Plan to Evaluate Effectiveness of WW Improvements and Report Annually the Progress of the 5-Year CIP.	MET EXPECTATIONS ANNUALLY. (<i>Continue 5-year plan to rehab SS system with \$1M annually.</i>)
10	Submit Progress Report to Commission 90 Days from Effective Date of Agreement.	COMPLETED.
11	Submit Final Report with Summary of Corrective Actions Completed and Not Completed in Accordance with the Provisions.	DUE 12/31/2013
12	City can Request an Extension from Executive Director.	Staff recommends an extension of 5-years for Bedford to remain under TCEQ SSOI.



CITY OF
BEDFORD
TEXAS

Date

Ms. Mary Matl
Order Compliance Team
Enforcement Division, MC 149A
Texas Commission on Environmental Quality (TCEQ)
P.O. Box 13087
Austin, Texas 78711-3087

**RE: Sanitary Sewer Overflow Initiative
City of Bedford City Collection System, Bedford (Tarrant County) Texas
RN 101388981 Enforcement Case No. 35291**

The Sanitary Sewer Overflow (SSO) Initiative Enforcement Case No. 35291 expires on December 31, 2013. The implementation of wastewater improvements within the sanitary sewer system has provided a positive impact for the City of Bedford. Therefore, in accordance with Provision 12 of the Agreement between the City and the TCEQ which was effective February 27, 2008, the **City requests an extension of this SSO Initiative for five years until December 31, 2018.**

The City will continue to report annually on Provisions 4, 5, 6, 7, 8, and 9 which includes a five-year Capital Improvements Plan (CIP).

The following chart shows a brief synopsis of each corrective action completed and not completed in accordance with the Agreement.

PROV.	TCEQ SSOI	STATUS
1	Complete Comprehensive WW Collection System Evaluation by July 31, 2008.	COMPLETED.
2	Evaluate Feasibility of Chemical Root Control Program by December 31, 2008.	COMPLETED.
3	Develop Geographic Information System (GIS) Database by July 31, 2008.	COMPLETED.
4	Inspect 20% of Existing Manholes in the System and Conduct Rehabilitation as Necessary on an Annual Basis.	MET Expectations Annually.
5	Clean 20% of SS System on an Annual Basis.	MET Expectations Annually.
6	Video at least 14,000 Feet of SS System on an Annual Basis.	MET Expectations Annually.

PROV.	TCEQ SSOI	STATUS
7	Implement Annual CIP to Replace Existing SS System Infrastructure by December 13, 2013.	ONGOING. Outfall SS serving Brook Hollow and Shady Brook were COMPLETED. (Projects were prioritized into a 5-Year CIP with \$1M annual expenditures based on cost effectiveness.)
8	Implement an Education Program to Residential Customers for Disposal of Grease on an Annual Basis.	ONGOING. MET Expectations Annually.
9	Implement Plan to Evaluate Effectiveness of WW Improvements and Report Annually the Progress of the 5-Year CIP.	MET Expectations Annually. (Continue 5-year plan to rehab SS system with \$1M annually.)
10	Submit Progress Report to Commission 90 Days from Effective Date of Agreement.	COMPLETED.
11	Submit Final Report with Summary of Corrective Actions Completed and Not Completed in Accordance with the Provisions.	DUE 12/31/2013.
12	City can Request an Extension from Executive Director.	Staff recommends an extension of 5-years for Bedford to remain under TCEQ SSOI.

DETAILED INFORMATION FOR FINAL REPORT

PROVISION 11: By December 31, 2013, the City shall submit a written Final Report that contains the following:

A summary of all corrective actions that have been completed and not completed in accordance with the Provisions in this Agreement;

Provision 1: By July 31, 2008, the City shall complete a Comprehensive Wastewater Collection System Evaluation to address deficiencies within the System, as well as future projects to meet development needs.

Report Type / Date	Action
Progress / May 2008	The City is currently contracted with Espey Consultants to complete the Comprehensive Wastewater Collection System Evaluation per Provision 1.
Annual / 2008	The City conducted a Comprehensive Wastewater Collection System Evaluation in a contract with Espey Consultants, Inc. The final report was delivered in September 2008. The City is currently evaluating the findings of the report and prioritizing potential projects. The Public Works Wastewater Division identified numerous locations where the sanitary sewer system was in need of rehabilitation and/or reconstruction. Funds were allocated for this work in the 2007 Wastewater Certificates of Obligation. The four locations with the highest priority were as follows: <ul style="list-style-type: none"> • Central Drive and Shoalmont Drive

Report Type / Date	Action
	<ul style="list-style-type: none"> • Block 1, Nottingham Addition and Block 7, Bedford Court Addition • Manholes and appurtenances at Spring Valley and Simpson Terrace, and Simpson Terrace and Stephenson Drive • Block 1, Shady Brook Addition <p>The City has contracted with Elliot and Hughes, Inc and is currently in the engineering plan design phase.</p>
Annual / 2009	<p>The City conducted a Comprehensive Wastewater Collection System Evaluation in a contract with Espey Consultants, Inc. The final report was delivered in September 2008. The Public Works Wastewater Division identified numerous locations where the sanitary sewer system was in need of rehabilitation and/or reconstruction. Funds were allocated for this work in the 2007 Wastewater Certificates of Obligation. Several locations were prioritized and several of these areas were addressed during this reporting period:</p> <ul style="list-style-type: none"> • Manholes and appurtenances at Spring Valley and Simpson Terrace. • Block 1, Shady Brook Addition <p>The City contracted with Elliot and Hughes, Inc. The design phase is complete and these projects will go to bid in the next thirty days. These areas are as follows:</p> <ul style="list-style-type: none"> • Central Drive and Shoalmont Drive • Block 1, Nottingham Addition and Block 7, Bedford Court Addition
Annual / 2010	<p>The City conducted a Comprehensive Wastewater Collection System Evaluation (CWCSE) in a contract with Espey Consultants, Inc. The final report was delivered in September 2008. The Public Works Wastewater Division identified numerous locations where the sanitary sewer system was in need of rehabilitation and/or reconstruction. Funds were allocated for this work in the 2007 and 2009 Wastewater Certificates of Obligation. Several locations were prioritized and several of these areas were addressed during this reporting period:</p> <ul style="list-style-type: none"> • The City authorized an Infiltration/Inflow investigation in TRA 19.1W drainage area, which is the largest in the City. The report is scheduled for completion in 201 • The City authorized preparation of plans and specifications for Segment II, Sulphur Branch Trunk Sewer. This segment was identified as a priority in the CWCSE. • The following sewer projects were completed in 2010: <ul style="list-style-type: none"> ○ Sanitary Sewer Infiltration/Inflow Study (Shady Brook/Brook Hollow areas) ○ Sanitary Sewer Rehab/Reline Job (Brown Trail areas - Bell Hurst, West Bell View) ○ Woodland Terrace Street Improvements (Repaired/replaced various house services and main line sewers) ○ Ravenswood Dr Street Improvements (Repaired/replaced various house services and main line sewers) ○ Somerset Circle Sewer Rehab Job (Replaced/upgraded the

Report Type / Date	Action
	<p>existing sewer mains to a larger size. Also replaced/rehabilitated several existing manholes in same area)</p> <ul style="list-style-type: none"> ○ Sanitary Sewer Rehab Project (Replaced/upgraded various sewer mains to larger sizes on Shady Grove, Central Dr, Brown Trail, and Gettysburg areas. Also constructed/rehabilitated manholes as needed)
Annual / 2011	<p>The City conducted a Comprehensive Wastewater Collection System Evaluation (CWCSE) in a contract with Espey Consultants, Inc. The final report was delivered in September 2008. The Public Works Wastewater Division identified numerous locations where the sanitary sewer system was in need of rehabilitation and/or reconstruction. Funds were allocated for this work in the 2007 and 2009 Wastewater Certificates of Obligation. Several locations were prioritized and several of these areas were addressed during this reporting period:</p> <ul style="list-style-type: none"> • The City authorized an Infiltration/Inflow investigation in TRA 19.1W drainage area, which is the largest in the City. The project was completed in 2011 and it identified locations where inflow and infiltration was observed or is likely to occur during a storm water event. A Professional Services Contract has been entered into for the design of a section of sanitary sewer line renewal, point repairs and manhole rehabilitation indentified in the study. This project was funded through CIP funding. • The City authorized preparation of plans and specifications for Segment II, Sulphur Branch Trunk Sewer. The design of this project has been completed. The project will proceed when funding from the TWDB becomes available. • The following sewer projects were completed in 2011: <ul style="list-style-type: none"> ○ Gettysburg Place and Oak Hill Drive Area (Repaired/replaced various house services and main line sewers). ○ Central Drive and Shoalmont Dr Area (Repaired/replaced various house services and main line sewers). ○ Shady Grove Drive and Shady Brook Drive Area (Repaired/replaced various house services and main line sewers). ○ Repairs in the intersection of Simpson Terrace and Stephenson Drive.
Annual / 2012	<p>The City conducted a Comprehensive Wastewater Collection System Evaluation (CWCSE) in a contract with Espey Consultants, Inc. The final report was delivered in September 2008. The Public Works Wastewater Division identified numerous locations where the sanitary sewer system was in need of rehabilitation and/or reconstruction. Funds were allocated for this work in the 2007 and 2009 Wastewater Certificates of Obligation. Several locations were prioritized and several of these areas were addressed during this reporting period:</p> <ul style="list-style-type: none"> • The City authorized an Infiltration/Inflow investigation in TRA 19.1W drainage area, which is the largest in the City. The project was completed in 2011 and it identified locations where inflow and infiltration was observed or is likely to occur during a storm water

Report Type / Date	Action
	<p>event. A Professional Services Contract has been entered into for the design of a section of sanitary sewer line renewal, point repairs and manhole rehabilitation indentified in the study which was completed in 2012. The construction of this project was funded through CIP funding and will begin construction in 2013.</p> <ul style="list-style-type: none"> • The City authorized preparation of plans and specifications for Segment 11, Sulphur Branch Trunk Sewer. Engineering was completed in 2012. The project will proceed when funding from the TWDB becomes available. • The following sewer projects were completed in 2012: <ul style="list-style-type: none"> ○ Hurricane Creek at L. Don Dodson Drive (Repaired/replaced sanitary sewer creek crossing). ○ Tributary SB-1 at Schumac Lane (Repaired/replaced sanitary sewer creek crossing). ○ West Fork Hurricane Creek at Hospital Parkway (Repaired/replaced sanitary sewer creek crossing). ○ 38th year CBDG funded replacement of residential sewer mains on Memphis Drive and Winchester Way
Annual / 2013	<p>The City conducted a Comprehensive Wastewater Collection System Evaluation (CWCSE) in a contract with Espey Consultants, Inc. The final report was delivered in September 2008. The Public Works Wastewater Division identified numerous locations where the sanitary sewer system was in need of rehabilitation and/or reconstruction. Funds were allocated for this work in the 2007 and 2009 Wastewater Certificates of Obligation. Several locations were prioritized and several of these areas were addressed during this reporting period:</p> <ul style="list-style-type: none"> • The City authorized an Infiltration/Inflow (I/I) investigation in TRA 19.1W drainage area, which is the largest in the City. The project was completed in 2011 and it identified locations where I/I was observed or is likely to occur during a storm water event. A Professional Services Contract for a portion of the design of a section of sanitary sewer line renewal, point repairs and manhole rehabilitation identified in the study which was completed in 2012 and construction of two of the projects was funded through CIP funding and constructed in 2013. • The City authorized preparation of plans and specifications for Segment 11, Sulphur Branch Trunk Sewer. Engineering was completed in 2012. • The following sewer projects were completed in 2013. <ul style="list-style-type: none"> ○ Sulphur Branch Sewer, Segment 11 (Repaired/replaced sanitary sewer). ○ 19.1W Outfall Sewer Rehabilitation (Repaired/replaced sanitary sewer).

Provision 2: By December 31, 2008, the City shall evaluate the feasibility of a chemical root control program. If the City determines a chemical root program to be effective, the City shall develop an on-going program for proposal in the City's 2009 budget. The results of the feasibility study shall be provided in accordance with Ordering Provision No. 10.

Report Type / Date	Action
Annual / 2008	In the past, the City of Bedford contracted with a company called Dukes Root Control to inject root inhibitor chemicals into lines. While this process was effective, the results only lasted a few years. The City researched alternative methods and determined that Cured in Place piping was more cost effective than a chemical root program because the effects last for decades. The City contracted with Insituform to utilize this rehabilitation method, which is funded through the Capital Improvement Program referred to in Provision 7.
Annual / 2009	As stated in Annual Report 2008, the City chose to use Cured in Place piping as its method of line rehabilitation. The City rehabbed the Shady Brook addition. The attached map shows the improved areas. This project was funded through the Capital Improvement Program referred to in Provision 7.
Annual / 2010	As stated in Annual Report 2008, the City chose to use Cured in Place Piping as its method of line rehabilitation. The attached map shows the areas improved through 2010. This project was funded through the Capital Improvement Program referred to in Provision 7.
Annual / 2011	As stated in Annual Report 2008, the City chose to use Cured in Place Piping (CIPP) as its method of line rehabilitation. There was only one CIPP project in 2011. This project was funded through the Capital Improvement Program referred to in Provision 7.
Annual / 2012	Memphis/Winchester sewer was pipe burst which reduced joints and root intrusion.
Annual / 2013	Sulphur Branch Sewer, Segment 11 sewer was pipe burst which reduced joints and root intrusion.

Provision 3: By July 31, 2009, the City shall develop a Geographic Information System ("GIS") database to include data and imagery of the System and System facilities. The GIS database shall be continually updated as information becomes available.

Report Type / Date	Action
Progress / May 2008	The City is currently contracted with the North Central Texas Council of Governments to develop a Geographic Information System ("GIS") database of the System and System facilities per Provision #
Annual / 2008	The City is approximately 45 to 50% complete in the development of the data and imagery for the City Geographic Information System ("GIS") database. The City is currently working with Espey Consultants, Inc to complete the initial system infrastructure. The GIS database shall be continually updated as information becomes available.
Annual / 2009	The City is approximately 80 to 90% complete in the development of the data and imagery for the City Geographic Information System (GIS) database. The GIS database is continually updated as information from field observances is reported.
Annual / 2010	The City is approximately 80 to 90% complete in the development of the data and imagery for the City Geographic Information System (GIS) database. Given funding restraints, there has been a delay in the installment of a new

Report Type / Date	Action
	server dedicated to GIS files. We expect to be 100% operational in the near future as soon as the new server is installed. The GIS database is continually updated as information from field observances is reported.
Annual / 2011	The City completed the development of the data and imagery for the City Geographic Information System (GIS) database in 2011. The GIS database is continually updated as information from field observances is reported.
Annual / 2012	Global Positioning System (GPS) update on manhole and cleanouts.
Annual / 2013	GPS update on manhole and cleanouts.

Provision 4: Beginning on the effective date of this Agreement, and on an annual basis thereafter, the City shall inspect 20% of the existing manholes in the system and conduct rehabilitation as necessary. The City shall provide the dates and locations of the inspections and include the locations, actions, and completion dates for manholes that were rehabilitated, in accordance with Ordering Provision No. 10 below.

Report Type / Date	Action
Progress / May 2008	The City has inspected 1% of the existing manholes in the system per Provision # Since February 2007, the City has inspected 20% of the existing manholes.
Annual / 2008	The City conducted 51 manhole inspections. This number represents only 2% of the total 2,750 manholes. When the staff began to compile manhole inspection reports we realized that these reports alone do not reflect the total number of manhole inspections conducted, because manholes are also inspected when lines are video inspected or during routine cleaning. Therefore, in order to correct this mistake the City is using a new database management program to begin keeping full record of inspection reports to be able to provide sufficient data next reporting period that meets the 20% annual minimum requirement for manhole inspections.
Annual / 2009	The City inspected 20% of the system manholes: 550 out of 2,750 total manholes. This meets the annual minimum requirement of 20% of the system lines.
Annual / 2010	The City inspected 20% of the system manholes: 554 out of 2,750 total manholes. This meets the annual minimum requirement of 20% of the system manholes.
Annual / 2011	The City inspected 20% of the system manholes: 562 out of 2,750 total manholes. This meets the annual minimum requirement of 20% of the system manholes.
Annual / 2012	During 2012, the City inspected 90.5% of the system manholes: 2,490 out of 2,750 total manholes. This meets the annual minimum requirement of 20% of the system manholes.
Annual / 2013	During 2013, the City inspected 18.5% of the system manholes: 509 out of 2,750 total manholes. This meets the annual minimum requirements of 20% of the system manholes. We anticipate completing this item prior to March 28, 2014.

Provision 5: Beginning on the effective date of this Agreement, and on an annual basis thereafter, the City shall clean at least 20% of the System lines.

Report Type / Date	Action
Progress / May 2008	The City has cleaned at least 5% of the system lines per Provision #. Since February 2007, the City has cleaned approximately 20% of the system lines.
Annual / 2008	The City cleaned 23% of the system lines: 194,418 ft out of 830,000 total ft of system lines. This meets the annual minimum cleaning requirement of 20% of the system lines.
Annual / 2009	The City cleaned 27% of the system lines: 218,499 ft out of 830,000 total ft of system lines. This meets the annual minimum cleaning requirement of 20% of the system lines.
Annual / 2010	The City cleaned 20% of the system lines: 169,578 ft out of 830,000 total ft of system lines. This meets the annual minimum cleaning requirement of 20% of the system lines.
Annual / 2011	The City cleaned 23% of the system lines: 187,657 ft out of 830,000 total ft of system lines. This meets the annual minimum cleaning requirement of 20% of the system lines.
Annual / 2012	During 2012, the City cleaned 28% of the system lines: 214,893 ft out of 830,000 total ft of system lines. This meets the annual minimum cleaning requirement of 20% of the system lines.
Annual / 2013	During 2013, the City cleaned 19.4% of the system lines: 161,755 ft out of 830,000 total ft of system lines. This meets the annual minimum cleaning requirements of 20% of the system lines. We anticipate completing this item prior to March 28, 2014.

Provision 6: Beginning on the effective date of this Agreement, and on an annual basis thereafter On an annual basis, the City shall video at least 14,000 feet of the System.

Report Type / Date	Action
Progress / May 2008	The City is currently in the process of video inspecting at least 14,000 feet of the System per Provision #
Annual / 2008	The City video inspected 19,796 ft of system lines, which meets the annual minimum requirement of 14,000 ft of system lines.
Annual / 2009	The City video inspected 100,741 ft of system lines, which meets the annual minimum requirement of 14,000 ft of system lines.
Annual / 2010	The City video inspected 60,620 ft of system lines, which meets the annual minimum requirement of 14,000 ft of system lines.
Annual / 2011	The City video inspected 30,675 ft of system lines, which meets the annual minimum requirement of 14,000 ft of system lines.
Annual / 2012	During 2012, the City video inspected 29,590 ft of system lines, which meets the annual minimum requirement of 14,000 ft of system lines.

Report Type / Date	Action
Annual / 2013	During 2013, the City video inspected 23,349 ft of system lines, which meets the annual minimum requirements of 14,000 ft of system lines.

Provision 7: By December 13, 2013, the City shall implement the annual Capital Improvements Program to replace the existing System infrastructure within the following neighborhoods: Brook Hollow Addition; Harwood Terrace Addition; Rollingwood Addition; Bell Hurst Addition; Oakwood Park East Addition; Bell Manor Addition (North Section); and Shady Brook Addition. The funding for the program will be considered annually for approval by the City Council.

Report Type / Date	Action
Annual / 2008	The City is using the Capital Improvement Program to improve the existing System infrastructure in the Shady Brook Addition. The City has contracted with Institutorm and the project is budgeted at approximately \$800,000. The project is scheduled to begin February 23, 2009 with final completion in 210 calendar days.
Annual / 2009	The City is using the Capital Improvement Program (CIP) to improve the existing System infrastructure in several areas. During FY 08/09, the City focused on line rehab in Shady Brook Addition using Institutorm (Cured in Place piping). CIP projects for FY 09/10 include the following: <ul style="list-style-type: none"> • Inflow and Infiltration Study (contracted with Gary Burton Engineering, Inc) • Rehab the Sulphur Branch trunk sewer line from Harwood to Pipeline and various line segments (Segment II and Somerset Circle) • Sanitary Sewer Crossings – Hurricane Creek Tributary, L. Don Dodson, Schumac and SB1, Hurricane Creek N. 183, Hurricane Creek & Hospital Parkway • Brown Trail Sewer Line Rehabilitation • Hurst – Bedford Connection Improvements Study
Annual / 2010	The City is using the Capital Improvement Program (CIP) to improve the existing System infrastructure in several areas. During FY 09/10, the City completed improvements in Brook Hollow addition, Bell Hurst addition, Kelmont addition, and Shady Brook addition.
Annual / 2011	The City is using the Capital Improvement Program (CIP) to improve the existing System infrastructure in several areas. During FY 10/11, the City completed improvements on Brown Trail from Belle Street to Hurst Drive (Sanitary sewer line replacement for the east side of the 900-1000 blocks of Brown Trail). Another completed CIP project was the Sanitary Sewer Creek Crossing Repairs (Hurricane Creek at L. Don Dodson Drive, West Fork Hurricane Creek at Hospital Parkway and Sulphur Branch Tributary at Schumac Lane).
Annual / 2012	<ul style="list-style-type: none"> • The City authorized preparation of plans and specifications for Segment 11, Sulphur Branch Trunk Sewer. Engineering was completed in 2012. The project will proceed when funding from the TWDB becomes available. • The following sewer projects were completed in 2012: <ul style="list-style-type: none"> ○ Hurricane Creek at L. Don Dodson Drive (Repaired/replaced sanitary

Report Type / Date	Action
	<p>sewer creek crossing).</p> <ul style="list-style-type: none"> ○ Tributary SB-1 at Schumac Lane (Repaired/replaced sanitary sewer creek crossing). ○ West Fork Hurricane Creek at Hospital Parkway (Repaired/replaced sanitary sewer creek crossing). ○ 38th year CBDG funded replacement of residential sewer mains on Memphis Drive and Winchester Way
Annual / 2013	<ul style="list-style-type: none"> • The following sewer projects were completed in 2013. <ul style="list-style-type: none"> ○ Sulphur Branch Sewer, Segment 11 (Repaired/replaced sanitary sewer). ○ 19.1W Outfall Sewer Rehabilitation (Repaired/replaced sanitary sewer).

Provision 8: The City will implement an educational program to all residential customers for the proper disposal of grease. On an annual basis, educational information will be included in the Bedford Connection, the residents' water bill, and uploaded to the City's website. The information will be available in English and Spanish.

Report Type / Date	Action
Progress / May 2008	The City is currently developing educational information to be placed in residential water bills and uploaded on to the City website per Provision #
Annual / 2008	The City put information on the website to educate the public on the proper disposal of grease in July 2008. Information will appear in resident water bill inserts or the Bedford Connection in March 2009. The new database management software referred to in Provision 4 will also help the staff to better manage tasks and deadlines. The information will be provided in both English and Spanish.
Annual / 2009	Information on the proper disposal of grease is available on the website and is updated periodically. Information was placed in the Bedford Connection in March 2009. The City switched from monthly newsletters to quarterly magazines. A F.O.G article was published in the first issue in January 2010. There will be a F.O.G. article published in every issue henceforth.
Annual / 2010	Information on the proper disposal of grease is available on the website and is updated periodically. F.O.G articles were placed in the quarterly Bedford Magazine in January, April, August and December in 2010. The Environmental Specialist attended an apartment managers meeting March 18, 2010 and gave a presentation geared towards proper disposal of grease by apartment residents. In July 2010, the Environmental Specialist delivered close to 500 grease funnels to apartment managers to provide to their residents. City staff also passed out another 500 grease funnels to residents and visitors at the Bedford Bluesfest, a two day blues festival in Bedford over Labor Day weekend. In September 2009 the City passed a liquid waste ordinance requiring all grease and grit trap owners, as well as liquid waste haulers to be registered with the City of Bedford. Grease and grit trap owners are required to use registered haulers and must evacuate their tanks every 90 days unless they request a variance.

Report Type / Date	Action
Annual / 2011	<p>Information on the proper disposal of grease is available on the website and is updated periodically. F.O.G articles were placed in the quarterly Bedford Magazine in January, April, August and December in 2011. The Environmental Specialist collected used cooking oil from residents after the winter holiday season. The Environmental Specialist continued to provide apartment managers with grease funnels, as needed, to provide to their residents. City staff also passed out another 100 grease funnels to residents and visitors at the Bedford Bluesfest, a two day blues festival in Bedford over Labor Day weekend. The City purchased 8000 grease abatement door hangers that an Eagle Scout will hang at apartment complexes. That project is slated for FY 11/12. In September 2009 the City passed a liquid waste ordinance requiring all grease and grit trap owners, as well as liquid waste haulers to be registered with the City of Bedford. Grease and grit trap owners are required to use registered haulers and must evacuate their tanks every 90 days unless they request a variance.</p>
Annual / 2012	<p>Information on the proper disposal of grease is available on the website and is updated periodically. F.O.G articles were placed in the quarterly Bedford Magazine in January, April, August and December in 2012. The Environmental Specialist collected used cooking oil from residents after the winter holiday season and year round. The Environmental Specialist continued to provide apartment managers with grease funnels, as needed, to provide to their residents. City staff also passed out another 100 grease funnels to residents and visitors at the Bedford Bluesfest, a two day blues festival in Bedford over Labor Day weekend. The City purchased 8000 grease abatement door hangers that an Eagle Scout will hang at apartment complexes. That project is slated for FY 12/13. In September 2009 the City passed a liquid waste ordinance requiring all grease and grit trap owners, as well as liquid waste haulers to be registered with the City of Bedford. Grease and grit trap owners are required to use registered haulers and must evacuate their tanks every 90 days unless they request a variance.</p>
Annual / 2013	<p>Information on the proper disposal of grease is available on the website and is updated periodically. F.O.G. articles were placed in the quarterly Bedford Magazine in January, April, August, and December in 2013. The Environmental Specialist collected used cooking oil from residents after the winter holiday season and year round. The Environmental Specialist continued to provide apartment managers with grease funnels, as needed, to provide to their residents. City staff also passed out another 100 grease funnels to residents and visitors at the Bedford Bluesfest, a two-day blues festival in Bedford over Labor Day weekend. The City purchased 8,000 grease abatement door hangers that an Eagle Scout will hang at apartment complexes. That project is slated for FY 2013. In September 2009 the City passed a liquid waste ordinance requiring all grease and grit trap owners, as well as liquid waste haulers to be registered with the City of Bedford. Grease and grit trap owners are required to use registered haulers and must evacuate their tanks every 90 days unless they request a variance.</p>

Provision 9: The City shall continue to implement its plan to evaluate effectiveness of the improvements. The plan includes, but is not limited to, continued televising and cleaning of lines, preventative maintenance, monitoring, and reporting. Staff will report annually to the City Council of the progress and rehabilitation of the sewer system under the 5-year plan.

Report Type / Date	Action
Annual / 2008	Staff will provide the Annual Report for 2008 to the City Council at the March 24 th Council meeting. Staff will be on hand to answer any questions.
Annual / 2009	Staff will provide the Annual Report for 2009 to the City Council at the March 23rd Council meeting. Staff will be on hand to answer any questions.
Annual / 2010	Staff will provide the Annual Report for 2010 to the City Council in the March 11th City Council Update.
Annual / 2011	Staff will provide the Annual Report for 2011 to the City Council in the March 13th City Council Update.
Annual / 2012	Staff will provide the Annual Report for 2012 to the City Council in the June 11th City Council Update.
Annual / 2013	Staff will provide the Annual Report for 2013 to the City Council at the _____ City Council Update.

A description of the overall improvement the corrective actions had on the System.

Discussion points on overall improvements.

The City continues to make progress in implementing the provisions mandated by the Compliance Agreement. Our staff looks forward to continue working with the TCEQ to ensure the City's compliance. If you have any questions, please contact me at (817) 952-2248 or Thomas.Hoover@BedfordTX.gov.

Sincerely

Thomas Hoover P. E.
Director Public Works

CC: Sid Slocum, Water Section Manager
Anthony Cepak, City Engineer (GBE1)
SSOI File



CITY of BEDFORD

SERVICE CENTER • 1813 RELIANCE PARKWAY • BEDFORD TEXAS 76021 • (817) 952-3200 • FAX (817) 952-3240

November 29, 2007

Mr. Sid Slocum
Water Section Manager
DFW Regional 4 Offices
Texas Commission on Environmental Quality
2309 Gravel Drive
Fort Worth, TX 76118-6951

RE: Sanitary Sewer Overflow (SSO) Outreach Initiative
City of Bedford City Collection System, Bedford (Tarrant County) Texas
RN101388981, CN600690069

Mr. Slocum, we appreciate the opportunity to work with you and your staff on the above referenced program. The City of Bedford is submitting our final compliance plan in accordance with your request. The City of Bedford is prepared to commit to the following programs over the next five years.

The City of Bedford has entered into a contract for a Comprehensive Wastewater Collection System Evaluation. The plan includes modeling of all sanitary sewer lines ten inches in diameter or greater. The evaluation will address any existing deficiencies within the system as well as future projects to meet development needs. The City of Bedford for all practical purposes is built out and projects to meet future development needs should be minimal. It also should be pointed out that during the heavy rains this spring and early summer, the City did not experience any outflows as a result of lines being overloaded. This evaluation should be completed by July 2008.

The City has developed an annual \$1 million Capital Improvements Program to replace the existing sanitary sewer lines in targeted neighborhoods with deteriorated infrastructure. The sanitary sewer rehabilitation in the assigned neighborhoods could be revised in the future should problems occur elsewhere that demand immediate attention. The neighborhoods to be considered within the first five years are the Brook Hollow Addition, Harwood Terrace Addition, Rollingwood Addition, Bell Hurst Addition, Oakwood Park East Addition, Bell Manor Addition (North Section) and Shady Brook Addition. Future funding after the first year will be pending City Council Approval.

The City will develop a Geographic Information System (GIS) database and graphics to include the sanitary sewer collection system and to reflect the actual location and related information of the sanitary sewer facilities. The initial development is anticipated to begin February 2008 and be completed by June 2009. The GIS will then be updated throughout each year as information becomes available. The current estimate for the

RECEIVED

NOV 30 2007

DFW REGION-4

inspect at least 20% of the total sanitary sewer manholes within the collection system each year (system total of 1,600 manholes). Maintenance crews will rehabilitate manholes when necessary during the inspection process.

The City will clean at least 20% of the collection system on an annual basis (system total of 739,200 feet). Maintenance crews will video at least 14,000 feet of collection system on an annual basis.

The City will evaluate the feasibility of establishing a chemical root control program. A pilot program to evaluate the program's effectiveness of removing root infiltration from the collection system will be conducted by December 31, 2008. If the program is determined to be effective, guidelines for a root control program will be developed and funding for an on-going program will be proposed in the 2009 budget.

The City will introduce an education program to all residential customers for the proper disposal of grease. Once a year, this information will be included in the *Bedford Connection*, the City's monthly newsletter and the residents' water bill. This information will be added to the City's web site when developed. These documents will be printed in both English and Spanish.

Our staff looks forward to working with the TCEQ to establish these programs in conjunction with the Compliance Agreement. If you have any questions, please call John F. Kubala, P.E., Public Works Director at 817.952.2248 or e-mail at jkubala@ci.bedford.tx.us.

Sincerely,



Beverly Queen, City Manager

Cc: Steve Johnson, Deputy City Manager
John F. Kubala, P.E., Public Works Director



Council Agenda Background

PRESENTER: Mirenda McQuagge-Walden, Managing Director

DATE: 12/17/13

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider a resolution authorizing the City Manager to purchase sound equipment for the Council Chambers from Rushworks in the amount of \$23,568.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In the FY 2013/14 budget, \$24,650 was included in the PEG Fund for sound equipment upgrades for the Council Chambers including speakers, microphones, mixing board and related cabling. These items were not upgraded with the camera system in 2008 and date back to at least 1999. Over time, sound quality has continued to deteriorate within the Chamber itself as well as for the viewers who watch on the cable channel and online.

Specifically, the upgrade includes the following:

- The mixing board will replace the existing mixers and allow direct access to the volume control for each microphone as needed, and the 8x8 DSP units will provide signal processing for each microphone including feedback suppression, EQ, compressor/limiter and other functions to improve the audio collected by the new microphones.
- The new microphones will use a cardioid pick up pattern allowing the greatest ability to pick up speech during a Council meeting. This helps when a person may turn their head when speaking rather than facing the microphone.
- To also improve sound quality, the recommended microphones are an 18" gooseneck that allows the user to easily adjust rather than the current lapel microphones. The bases are about 6" deep and 4.5" wide at the front. They are not affixed to the dais which will allow the users to move them around to best suit the situation.
- Rushworks will install 14 new speakers in the Council Chamber and hallway which will be configured into three groups allowing the greatest latitude possible in delivering audio. A new 4-channel amplifier will be installed to power these new speakers.

Rushworks indicates it takes approximately one week to complete the project. Based upon part availability, the work will be completed before the end of January.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase sound equipment for the Council Chambers from Rushworks in the amount of \$23,568

FISCAL IMPACT:

PEG Fund - \$23,568

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 13

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE SOUND EQUIPMENT FOR THE COUNCIL CHAMBERS FROM RUSHWORKS IN THE AMOUNT OF \$23,568.

WHEREAS, the City Council of Bedford, Texas recognizes the benefits of improving the sound quality at the City Council meetings; and,

WHEREAS, the City Council of Bedford, Texas determines that Rushworks can provide this service.

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

SECTION 1. That the recitals above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby authorize the City Manager to purchase sound equipment for the Council Chambers from Rushworks in the amount of \$23,568.

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

PASSED AND APPROVED this 17th day of December 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



Council Agenda Background

PRESENTER: Wendy Hartnett, Special Events Manager

DATE: 12/17/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a one-year lease agreement with Cathedral of Hope Mid-Cities Church to provide meeting space for church services at the Old Bedford School.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Cathedral of Hope Mid-Cities has been using the Old Bedford School for the last three years to hold church services. The Church uses the auditorium and the galleries of the facility on Sundays from 9:00 a.m. - 2:00 p.m. The lease also allows the Church to schedule services on the first Wednesday of the month on an as needed basis. However any Wednesday rentals follow the regular fee schedule. The Church has been an extremely good lessee and there have been no issues.

The rental fee offered to the church is \$350 per week for a yearly total of \$18,200, and is the same as last fiscal year. There are no changes to the agreement. The rental fee offered to the Church is slightly less than that offered to other rentals based upon the guaranteed rental income for all 52 Sundays in a year. The rental fee would typically be \$100 per hour plus \$75 for the AV equipment for a total of \$575 for a four-hour reservation each Sunday.

The rental fee will be due on a monthly basis in advance.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a one-year lease agreement with Cathedral of Hope Mid-Cities Church to provide meeting space for church services at the Old Bedford School.

FISCAL IMPACT:

Tourism Fund revenue of \$18,200.

ATTACHMENTS:

Resolution
Contract

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR LEASE AGREEMENT WITH CATHEDRAL OF HOPE MID-CITIES CHURCH TO PROVIDE MEETING SPACE FOR CHURCH SERVICES AT THE OLD BEDFORD SCHOOL.

WHEREAS, the City Council of Bedford, Texas wishes to provide Cathedral of Hope Mid-Cities Church meeting space for church services; and,

WHEREAS, the staff of the City of Bedford Old Bedford School wishes to provide supervision of the lease agreement to Cathedral of Hope Mid-Cities Church for the purpose of holding church services.

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

SECTION 1. That the recitals above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a lease agreement requiring an annual rental fee of \$18,200 for a term of one year with Cathedral of Hope Mid-Cities Church for the purposes of holding church services.

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

PASSED AND APPROVED this 17th day of December 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

THIS AGREEMENT is dated as of the 18th day of December in the year 2013. This Agreement is made and entered into by and between **Cathedral of Hope: Mid Cities**, hereinafter referred to as "Lessee", and **The City of Bedford** hereinafter referred to as "Lessor."

WITNESSETH:

WHEREAS, Lessor presently owns and maintains a facility located at 2400 School Lane in the City of **Bedford**, Texas, known as the Contract Premises, and

WHEREAS, Lessee wishes to utilize a portion of said Contract Premises for the purpose of operating therein during the term hereof a "Church", and

WHEREAS, the Parties wish hereby to set forth the terms and conditions upon which Lessee shall be permitted to utilize such facility for such purpose.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the mutual promises and covenants contained herein, and in order to obtain the mutual benefits provided hereunder, the Parties hereto agree as follows:

1. Grant. Lessor hereby grants Lessee permission to utilize the Contract Premises to conduct Church services and activities in the manner and during the term hereafter specified.

2. Contract Premises. For purposes hereof, the Contract Premises shall include the auditorium and galleries located at **2400 School Lane** in the City of **Bedford**, Texas known as the **Old Bedford School**. Lessee shall further have use of tables, chairs, audio/visual equipment and such other items of furniture or equipment of Lessor as shall be reasonable for Lessee's use of the Contract Premises

3. Access to Contract Premises. Lessee shall have exclusive use of the Contract Premises each **Sunday** during the term hereof, from the hours of 9:00am-2:00pm and the first **Wednesday** of each month from 6:00pm-9:00pm, in order to conduct its activities hereunder. Lessee shall have no right or access to the Contract Premises at any other time unless Lessor grants consent. All requests for use of facilities other than times outlined in contract must be made to Lessee in writing.

4. Restrictions on Use. Lessee shall operate or utilize the Contract Premises for no purpose other than the Church Services and activities defined herein, which shall be subject to the following restrictions:

- (a.) No more than maximum building capacity according to fire code persons shall be permitted by Lessee to occupy the Contract Premises at any time.

(b) Lessee shall at all times conduct its activities provided for hereunder in a wholesome, diligent, and efficient manner.

(c) Preparation of the Contract Premises for Lessee's activities and clean-up of the Contract Premises following such activities shall be the sole responsibility of Lessee. **Lessee's agrees that the Lessor will not provide storage for any equipment; supplies, concession products or any other items needed by Lessee.** Lessee agrees that it will, following each use of the Contract premises, restore same to as good a condition as existed prior to such use by Lessee. **Lessee agrees to complete a facility walk through with staff prior to church activities as well as after activities prior to leaving the premises.**

(d) Lessee shall conduct the activities provided for herein on each **Sunday** during the term hereof, save for legal holidays, upon which Lessee shall request in writing consent to conduct its activities.

(e) Lessee shall not cause or permit any illegal activity to be conducted upon the Contract Premises including smoking and no illegal weapons are allowed.

(f) Lessee shall be allowed to use and display its company logo banner each time of said event, in accordance with the City's sign ordinance.

(g). Lessee shall make no changes or structural alterations to the Contract Premises without prior written consent of Lessor. Lessee shall be responsible for any damages to the Contract Premises resulting from use or occupancy thereof by Lessee, its agents, servants or invitees.

5. Term of Agreement. The term of this Agreement shall be for one (1) year. Lessee shall operate each **Sunday** during the term of this lease from the hours 9:00am-2:00pm only, commencing upon the effective date hereof. Any Sunday that event is not held Lessee will still be responsible for paying Lessor unless event is canceled at least 14 days prior to event date.

6. Payment to Lessor. As payment for the rights granted hereunder, Lessee agrees to pay to the Lessor during the term hereof an amount equal to **a flat fee of \$350.00 per week in monthly installments.** All such sums payable to Lessor shall be due and payable the first Sunday of each month. Any additional requested hours of use will be charged at full rental rate.

7. Protection against Accident to Employees and the Public. The Lessee shall at all times exercise reasonable precautions for the safety of employees and others on or near the Contract Premises and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

8. Laws and Ordinances. The Lessee shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations, which in any manner affect the Lessee or the work, and shall indemnify and save harmless the Lessor against claim arising from the violation of any such laws, ordinances and regulations whether by the Lessee or its employees.

9. Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be in the courts of **Tarrant County**, the State of Texas.

10. Termination. The parties agree that the Lessor or Lessee shall have the right to terminate this agreement upon **thirty (30)** days written notice without cause. Notice not to renew must be given in writing by Lessor to Lessee **thirty (30)** days prior to the next commencement date.

11. Indemnification. The Lessee shall defend, indemnify and hold harmless the Lessor and its elected and appointed officials, officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of or resulting from the performance of this Agreement or caused by the negligent act or omission of the Lessee, its officers, agents, employees, subcontractors, franchisees or invitees.

12. Insurance and Certificates of Insurance. Without limiting any of the other obligations or liabilities of the Lessee or Sub-Lessee, the Lessee or Sub-Lessee shall, during the term of the agreement, purchase and maintain the hereinafter stipulated minimum insurance with companies duly licensed to write business in the State of Texas and rated A-1 or better by A.M. Best. The Lessor shall be named as an additional insured on all required policies except Workers' Compensation. Valid Certificates of Insurance for each policy covering the Lessee and Subcontractors, together with a statement by the issuing company to the extent that said policies shall not be canceled without thirty (30) days prior notice being given the Lessor, shall be delivered to the Lessor and reviewed for sufficiency by the Lessor's Risk Manager before this Agreement is executed or any activities commenced:

- (a) Commercial General Liability Insurance, Including, premises operations, Independent Contractor's Liability, completed Operations and

Contractual Liability, covering but not limited to, the liability assumed under the indemnification provisions of this Agreement, fully insuring Lessee's liability for injury to or death of owners, employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with the following limits:

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

Lessee's insurance shall be primary and shall be endorsed to provide a waiver of subrogation in favor of the Lessor. The Commercial General Liability Policy should be endorsed using Endorsement No. CG20 09 11 85.

Deductibles on each insurance policy shall no greater than \$5000.00

13.Hindrances and Delays. No claims shall be made by the Lessee for damages resulting from hindrances or delays from any cause during the progress of any portion of the operations or activities embraced in this Agreement.

14. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Lessor City of Bedford

By: _____
Beverly Griffith, City Manager

Date

Lessee Cathedral of Hope-Mid Cities

By: _____
Rev. Rachel Sandifer, Executive Director

Date



Council Agenda Background

PRESENTER: Mirenda McQuagge-Walden, Managing Director

DATE: 12/17/13

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

ITEM:

Consider a resolution authorizing the City Manager to renew a lease agreement with ONSTAGE relative to the Trinity Arts Theater located within the Bedford Boys Ranch Park.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

ONSTAGE has requested to renewal of their lease. The terms of the lease will remain the same for 2014.

Significant provisions of the lease agreement include:

- ONSTAGE will reimburse the City for all utility expenses;
- ONSTAGE will be responsible for the maintenance on the interior of the building and the City will be responsible for exterior maintenance and mechanical;
- Tenant will produce one children's play every summer;
- Tenant will provide to the Bedford Senior Center 20 tickets to each dress rehearsal one week in advance of dress rehearsal; and,
- Tenant will work with the Department of Community Services to help provide entertainment at the Tree Lighting ceremonies.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to renew a lease agreement with ONSTAGE relative to the Trinity Arts Theater located within the Bedford Boys Ranch Park.

FISCAL IMPACT:

\$10 revenue to the General Fund

ATTACHMENTS:

Resolution
Lease Agreement

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RENEW A LEASE AGREEMENT WITH ONSTAGE RELATIVE TO THE TRINITY ARTS THEATER LOCATED WITHIN THE BEDFORD BOYS RANCH PARK.

WHEREAS, the City Council of Bedford, Texas recognizes that the Trinity Arts Theater provides a place for performing art programs; and,

WHEREAS, the written agreement between the City of Bedford and ONSTAGE relative to the property needs to be renewed; and,

WHEREAS, the City Council of Bedford, Texas has determined that the lease be approved and authorizes the City Manager to enter into an agreement relative to that proposal.

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

SECTION 1. That the recitals above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby approve the lease agreement and authorize the City Manager to enter into a contract with ONSTAGE in the amount of \$10.00 for one year.

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

PASSED AND APPROVED this 17th day of December 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

LEASE AGREEMENT

Between

**City of Bedford, Texas
as Landlord**

And

**ONSTAGE in Bedford
as Tenant**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the ___ day of _____, 2013, by and between the City of Bedford, Texas (herein called "Landlord"), and ONSTAGE in Bedford, (herein called "Tenant").

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

Trinity Arts Theatre

The subject properties herein called the "Leased Premises" or the "Leased Property". Tenant shall use the Leased Premises for visual and performing arts, humanities, and related functions and, in addition, can be used for community meetings for the residents of the City of Bedford, and for no other purpose unless Landlord agrees in writing. Further, any uses of adult themes, full or partial nudity by the Tenant must be approved in advance by the City Manager's office of the City of Bedford.

The following, together with the exhibits attached hereto and incorporated herein by reference constitute the provisions of this Lease.

1. GENERAL PROVISIONS

- (a) Landlord's Address: 2000 Forest Ridge Drive
Bedford, Texas 76021-1895
- (b) Tenant's Address: 2819 Forest Ridge Drive
Bedford, Texas 76021
- (c) The term of the Lease shall commence on the date of its execution and shall expire on December 31, 2012, (the "Expiration Date"). The tenant will submit a written request to renew at least thirty (30) days prior to the Expiration Date. If the Tenant does not wish to renew the contract the Tenant shall fully vacate and abandon the Leased Property no later than the Expiration Date. Notwithstanding the foregoing, either Landlord or Tenant may terminate this Lease, with or without cause, by giving the other party thirty (30) days written notice.
- (d) The rent shall be \$10.00 per lease period payable on the date of execution of each lease.
- (e) All applications and connections for necessary utilities and services on the Leased Premises shall be made by and in the name of Landlord only, including water, sewer, gas, electric and trash removal. Tenant, shall

reimburse the actual cost of utility charges to Landlord on a monthly basis. Tenant shall be responsible for all telecommunications facilities and equipment.

- (f) Tenant shall produce and maintain performances open to residents of the CITY OF BEDFORD and other surrounding areas. Nominal fees will be set by the Tenant and approved by the Landlord for such activities, performances, and all space utilization in order to recover production costs as well as the maintenance and repair of the property.
- (g) Tenant shall encourage Cultural and Arts programs with the area schools, cities, libraries, and other arts and non-profit organizations.
- (h) Tenant shall not offer or schedule any use or programs at the Leased Premises from July 1 through July 7 of each lease year without first being reviewed by City staff.
- (j) Tenant will produce one children's' play every summer.
- (k) Tenant will provide to the Bedford Senior Center 20 tickets to each dress rehearsal one week in advance of dress rehearsal.
- (l) Tenant will work with the Bedford and Parks and Recreation Department to produce a small play, skit, or puppet show during the Tree Lighting ceremonies.

2. TENANT'S PERSONAL PROPERTY

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

3. TAXES

Tenant shall pay all personal and personal business property taxes assessed against the Leased Premises. Landlord shall pay real property ad valorem taxes, if any, against the Leased Premises, for taxes accruing as of the commencement date of the Lease Agreement.

4. TENANT'S USE AND REMOVAL OF PERSONAL PROPERTY

Tenant may, at its expense, install, affix or assemble or place on the Leased

Premise, any items of Tenant's Personal Property, and Tenant may remove the same at any time if approved in writing by Landlord. Should Tenant vacate possession of the Leased Premises on or prior to the expiration of the term, Tenant will, at its expense, restore the Leased Property at the expiration or earlier termination of this Lease to the condition required by Article 5, including repair of all damage to the Leased Property caused by the removal of tenant's Personal Property.

5. REPAIRS; MAINTENANCE OF LEASED PREMISES

5.1. Tenant shall keep the interior of the Leased Premises, which includes, but is not limited to, all electrical, plumbing, and other mechanical installation therein, all doors, and all plate glass and door window glass, in good order and clean and attractive appearance, making all repairs, alteration, replacements, and modifications at its own expense upon written approval of the Landlord. Materials and labor of a kind and quality substantially equal to the original work shall be used. Tenant shall surrender the Leased Premises at the expiration or earlier termination of this Lease in as good a condition as when received, reasonable wear and tear excepted. Landlord shall have no obligation to repair, maintain, alter, replace, or modify the Leased Premises or any part thereof, or any electrical, plumbing, or to the mechanical installation therein. Provided, however, that Landlord shall be responsible for preventative maintenance on the roof and air conditioning and heating systems contained on the Leased Premises. Landlord shall be responsible for any major repairs or replacements on the roof and air conditioning and heating systems contained on the Leased Premises. Landlord shall be responsible for all exterior grounds and landscaping. Tenant shall have the use of City Facilities Maintenance Service Department to be reimbursed at said rate to include personnel, supplies and material cost and any additional expenses incurred by the City

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

6. ALTERATIONS

Tenant shall not make any alterations, improvements, or additions to the Leased Premises during the term of the Lease or any extension thereof without first obtaining the written consent of the City Manager's office of the City of Bedford and all required permits. Tenant shall not cut or drill into, or secure any fixture, apparatus, or equipment of any kind to any part of the Leased Premises without first obtaining written consent of Landlord. All such approved alterations, improvements, and additions made by Tenant shall remain upon the Leased Premises at the expiration or earlier termination of the Lease and shall become the Property of Landlord, unless Landlord shall, prior to such

termination, have given written notice to Tenant to remove same in which event Tenant shall remove such alterations, improvements, and additions and restore the Leased Premise to the same good order and condition in which they were at the commencement of the Lease. The foregoing provisions shall not apply to the equipment, trade fixtures and items that do not become common law fixtures, which may be removed by Tenant prior to expiration or sooner termination of the Lease.

7. AFFIRMATIVE COVENANTS OF TENANT

Tenants covenant that they shall:

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

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

7.3. give to Landlord prompt written notice of any accident, fire, or damage occurring on or to the Leased Premises;

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

7.5 repay Landlord on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing paragraphs of this Section 7, including reasonable attorney's fees.

7.6 have no authority to sublease the Leased Premises to any one or any entity, without the prior express written consent of the Landlord. To this end, at the date

of execution of this Lease Agreement, the Tenant hereby affirms that it has no sub-lease agreements with any persons or entities. Any Sublease agreed to by Landlord shall be accompanied by an Assumption Agreement whereby Sub-Lessee shall be liable for all terms and conditions of this Lease.

7.7 properly store all materials and any hazardous materials in accordance with applicable local, state, and federal laws, and in accordance with the recommendation of the City of Bedford Fire Marshal.

7.8 be required to obtain approval of any use of pyrotechnic or explosive devices from the City of Bedford Fire Marshal.

8. DAMAGE TO LEASED PREMISES

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

8.2 In the event of a partial destruction of the Leased Premises during the term hereof, from any cause, Landlord shall, at its sole discretion, determine whether it will repair the Leased Premises, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate the Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Leased Premises. If such repairs cannot be made within said sixty (60) days, Landlord, at its option, may make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, the Lease may be terminated at the option of either party. In the event the Leased Premises are destroyed to an extent of not less than one-third (1/3) of the replacement costs thereof, Landlord may elect to terminate the Lease. A total destruction of the Leased Premises shall terminate the Lease.

8.3 Notwithstanding any other provisions in this Lease, Tenant hereby acknowledges that the Leased Premises are in good order and repair, unless otherwise indicated herein.

9. INDEMNIFICATION AND INSURANCE RIGHTS

9.1

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

B. Tenant shall take out and keep in force during the term hereof, without expense to Landlord with an insurance company, qualified to do business in the State of Texas or other company acceptable to Landlord, comprehensive general public liability insurance, in the name of Tenant and name of Landlord as additional insured against any liability for injury to or death of persons resulting from any occurrence in or about the Leased Premises and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than \$300,000.00 per occurrence in respect of bodily injury and \$1,000,000.00 for property damage. True copies of said policies or certificates thereof showing the premium thereunto have been paid shall be delivered to Landlord upon execution of this Lease Agreement and yearly thereafter throughout the term of this Lease. If Tenant fails to procure and keep in force such insurance, Landlord may procure it, and the cost thereof with interest at the maximum lawful rate shall be payable immediately by Tenant to Landlord or may elect to terminate this Lease Agreement. Such insurance may be provided by a blanket insurance policy covering the Leased Premises, so long as the coverage on the Leased Premises is at all times at least as great as required by this subsection.

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

10. TRADE FIXTURES

All trade fixtures installed by Tenant in the Leased Premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of the Lease or any renewal or extension thereof, provided Tenant shall not at such time be in default of any provision herein; and, provided further, that in the event of such removal, Tenant shall have repaired the damaged caused by such removal, and promptly restored the Leased Premises to its original order and condition. Any such trade fixture

not removed at or prior to such termination shall become the property of Landlord. Light fixtures and air conditioning/heating and plumbing equipment, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of the Lease, or at the expiration of any renewal or extension thereof, and shall become the property of Landlord.

11. SURRENDER AND HOLDING OVER

11.1. Tenant, upon expiration or termination of the Lease, either by lapse of time or otherwise, shall peaceably surrender to Landlord the Leased Premises in broom-clean condition and in good repair as required in the Lease.

11.2. If Tenant remains in possession of the Leased Premises with Landlord's written consent, Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month, but otherwise subject to all the covenants and conditions of the Lease.

12. FORCE MAJEURE

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

13. LANDLORD'S ACCESS TO LEASED PREMISES

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

14. EVENT OF DEFAULT

The occurrence of the following shall, constitute an event of default hereunder:

A. Tenant's failure to perform or observe any provision of the Lease, after written notice and demand, provided that, if such failure is of such a character as not to permit immediate compliance in the opinion of Landlord, then Tenant's failure to proceed diligently and immediately upon receipt of notice to commence the cure of such failure, and thereafter to complete such cure with all reasonable dispatch within twenty (20) days after written notice from Landlord; provided, however, that if, after exercise of due diligence and its best efforts to cure such default, Tenant is unable to do so within the twenty (20) day period, then the curing period shall be extended for such reasonable

time as may be approved by Landlord for curing such default, so long as Tenant continues to diligently prosecute to completion the curing of the default, which in no event shall exceed forty-five (45) days unless specifically agreed to in writing by Landlord; and

15. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT

Upon the occurrence of an event of default, Landlord, at its option, may at such times as it may determine, concurrently or successively, as their exclusive remedy:

15.1 In the event of default by Tenant Landlord may order Tenant to take whatever steps are necessary to correct the default. In the event the default is not cured within the time framework established in 14 A above, the Landlord shall at its sole option correct the default and charge Tenant accordingly, or Landlord may at its option terminate the Lease by giving Tenant ten (10) days written notice in the event the default is not cured.

15.2 If Tenant shall abandon or surrender the Leased Premises by process of law or otherwise, any property of Tenant left on the Leased Premises shall be deemed to be abandoned but Tenant shall remain liable to Landlord for all cost, loss, damage and expense incurred by Landlord for the removal of such property from the Leased Premises and for the repair of any damage to the Leased Premises caused by such removal.

15.3 On the termination of the lease term if Tenant has not vacated or if no extension has been agreed to, Landlord may evict Tenant by any and all lawful means.

16. LANDLORD'S RIGHT TO CURE

If Tenant shall fail to perform any act required to be made or performed under this Lease and to cure the same within the relevant time periods Landlord, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act of the account and at the expense of Tenant, and may, to the extent permitted by law, enter upon the Leased Property for such purpose and take all such action thereon as, in Landlord's opinion, may be necessary or appropriate therefore. No such entry shall be deemed an eviction of Tenant. All sums so paid by Landlord and all costs and expenses (including without limitation, reasonable attorney's fees and expense, in each case, to the extent permitted by law) shall survive the expiration or earlier termination of this lease and shall be payable by Tenant within ten (10) days of receipt of written notice.

17. AUTHORITY

All persons executing the Lease on behalf of Tenant have been authorized to execute the Lease by such Tenant. Evidence of such authority shall be provided upon request.

18. LIABILITY OF LANDLORD

18.1 If Landlord shall breach any covenant to be performed by it under this Lease, Tenant, after thirty (30) days notice to and demand upon Landlord, shall as its exclusive legal remedy terminate this lease and vacate the Leased Premises.

18.2 Tenant shall be in exclusive control and possession of the Leased Premises, and Landlord shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises, nor for any injury or damage to any property of Tenant.

19. TIME OF THE ESSENCE

Time is of the essence in all provisions of this Lease

20. QUIET ENJOYMENT

Landlord warrants that Tenant shall be granted peaceful and quiet enjoyment of the Leased Premises free from any eviction or interference by Landlord provided Tenant fully and punctually performs and complies with the terms, conditions, and provisions of this Lease.

21. INVALID PROVISIONS

If any provision of the Lease shall be determined to be void by any court of competent jurisdiction or by any law enacted subsequent to the date hereof, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect.

22. ASSIGNMENT

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

23. NOTICES

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

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

with copies to:

BOYLE & LOWRY, L.L.P.
4201 Wingren, Suite 108
Irving, Texas 75062-2763

If to Tenant: ONSTAGE
2819 Forest Ridge Drive
Bedford, Texas 76021

24. VENUE

Landlord Tenant agrees to venue in Tarrant County, Texas.

Executed this ____ day of _____, 2013.

Landlord: City of Bedford, Texas

By: _____
Beverly Griffith
City Manager

Tenant: ONSTAGE

By: _____
Gayle Ormsby Hargis
President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____, 2013, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____, 2013, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public



Council Agenda Background

<u>PRESENTER:</u> Mirenda McQuagge-Walden, Managing Director		<u>DATE:</u> 12/17/13
Council Mission Area: Be responsive to the needs of the community		
<u>ITEM:</u> Consider a resolution authorizing the City Manager to enter into a lease agreement with Arts Council Northeast relative to the Trinity Arts Building located within the Bedford Boys Ranch Park. City Attorney Review: Yes City Manager Review: _____		
<u>DISCUSSION:</u> This item is a lease agreement between Arts Council Northeast and the City of Bedford relative to the Trinity Arts Building. There are no changes from last year's agreement. The terms of the lease include: <ul style="list-style-type: none">• \$10 per year for rent;• Arts Council Northeast will reimburse the City for all utility expenses;• 11 Masterwork Concert Series performances scheduled in Bedford at cost, with the option to reduce the number, if necessary, at the discretion of City Management; and,• Arts Council Northeast is responsible for the maintenance on the interior of the building and the City is responsible for exterior maintenance and mechanical.		
<u>RECOMMENDATION:</u> Staff recommends the following motion: Approval of a resolution authorizing the City Manager to enter into a lease agreement with Arts Council Northeast relative to the Trinity Arts Building located within the Bedford Boys Ranch Park.		
<u>FISCAL IMPACT:</u> Revenue of \$10 rent to the General Fund	<u>ATTACHMENTS:</u> Resolution 2014 Lease Agreement	

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH ARTS COUNCIL NORTHEAST RELATIVE TO THE TRINITY ARTS BUILDING LOCATED WITHIN THE BEDFORD BOYS RANCH PARK.

WHEREAS, the City Council of Bedford, Texas recognizes that the Trinity Arts Building provides a place for many cultural and art programs for Northeast Tarrant County; and,

WHEREAS, the written agreement between the City of Bedford and the Arts Council Northeast relative to the property needs to be renewed; and,

WHEREAS, the City Council of Bedford, Texas has determined that the lease be approved and authorizes the City Manager to enter into an agreement relative to that proposal.

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

SECTION 1. That the recitals above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby approve the lease agreement and authorize the City Manager to enter into a contract with Arts Council Northeast in the amount of \$10.00 for one year, with the option to renew the lease hereafter for one year, provided the tenant not be in default of any term of condition of the lease.

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

PASSED AND APPROVED this 17th day of December 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

LEASE AGREEMENT

Between

**City of Bedford, Texas
as Landlord**

And

**Arts Council Northeast
as Tenant**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the _____ day of _____, 2013, by and between the City of Bedford, Texas (herein called "Landlord"), and Arts Council Northeast, (herein called "Tenant").

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

Trinity Arts Building

The subject property herein called the "Leased Premises" or the "Leased Property". Tenant shall use the Leased Premises for visual and performing arts, humanities, and related functions and, in addition, can be used for community meetings for the residents of the City of Bedford, and for no other purpose unless Landlord agrees in writing. Further, any uses of full or partial nudity by the Tenant must be approved in advance by Landlord.

The following, together with the exhibits attached hereto and incorporated herein by reference constitute the provisions of this Lease.

1. GENERAL PROVISIONS

- (a) Landlord's Address: 2000 Forest Ridge Drive
Bedford, Texas 76021-1895
- (b) Tenant's Address: 2819 R. D. Hurt Parkway
Bedford, Texas 76021
- (c) The term of the Lease shall commence on the date of its execution and shall expire one (1) year from the date of execution, (the "Expiration Date"). The tenant will have the option to renew the lease hereafter for one year, provided the Tenant is not in default of any term of condition of the Lease. The tenant will submit a written request to renew at least thirty (30) days prior to the Expiration Date. If the Tenant does not wish to renew the contract the Tenant shall fully vacate and abandon the Leased Property no later than the Expiration Date. Notwithstanding the foregoing, either Landlord or Tenant may terminate this Lease, with or without cause, by giving the other party one hundred and eighty (180) days written notice.
- (d) The rent shall be \$10.00 per year payable on the date of execution of each lease year.

- (e) All applications and connections for necessary utilities and services on the Leased Premises shall be made by and in the name of Landlord only, including water, sewer, gas, electric and trash removal. Tenant, shall reimburse the actual cost of utility charges to Landlord on a monthly basis. Tenant shall be responsible for all telecommunications facilities and equipment.
- (f) Tenant shall produce and maintain a constructive arts educational program and performances open to residents of the CITY OF BEDFORD and other surrounding areas. Nominal fees will be set by the Tenant and approved by the Landlord for such activities, performances, and all space utilization in order to recover production costs as well as the maintenance and repair of the property.
- (g) Tenant shall encourage Cultural and Arts programs with the area schools, cities, libraries, and other arts and non-profit organizations.
- (h) Tenant shall not offer or schedule any use or programs at the Leased Premises from July 1 through July 7 of each lease year without first being reviewed by City staff.
- (i) Tenant shall be responsible for booking artists and/or entertainment for a minimum of eleven (11) performances of the Masterworks Concert Series to be located in Bedford. Landlord has the right to reduce the minimum number of performances if deemed necessary by City management. Landlord will reimburse to Tenant the actual cost for the artists and/or entertainment. Performance dates, locations and artist selection shall be approved in writing by Landlord. The Tenant must submit final drafts of all artists or entertainer contracts to the City for approval prior to the contracts being executed. This requirement is a prerequisite to the Tenant being reimbursed for any costs or fees associated with the booking of artists or entertainers.

2. TENANT'S PERSONAL PROPERTY

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

3. TAXES - Tenant shall pay all personal and personal business property taxes assessed against the Leased Premises. Landlord shall pay real property ad valorem taxes, if any, against the Leased Premises, for taxes accruing as of the commencement

date of the Lease Agreement.

4. TENANT'S USE AND REMOVAL OF PERSONAL PROPERTY

Tenant may, at its expense, install, affix or assemble or place on the Leased Premise, any items of Tenant's Personal Property, and Tenant may remove the same at any time if approved in writing by Landlord. Should Tenant vacate possession of the Leased Premises on or prior to the expiration of the term, Tenant will, at its expense, restore the Leased Property at the expiration or earlier termination of this Lease to the condition required by Article 5, including repair of all damage to the Leased Property caused by the removal of tenant's Personal Property.

5. REPAIRS; MAINTENANCE OF LEASED PREMISES

5.1. Tenant shall keep the interior of the Leased Premises, which includes, but is not limited to, all electrical, plumbing, and other mechanical installation therein, all doors, and all plate glass and door window glass, in good order and clean and attractive appearance, making all repairs, alteration, replacements, and modifications at its own expense upon written approval of the Landlord. Materials and labor of a kind and quality substantially equal to the original work shall be used. Tenant shall surrender the Leased Premises at the expiration or earlier termination of this Lease in as good a condition as when received, reasonable wear and tear excepted. Landlord shall have no obligation to repair, maintain, alter, replace, or modify the Leased Premises or any part thereof, or any electrical, plumbing, or to the mechanical installation therein. Provided, however, that Landlord shall be responsible for preventative maintenance on the elevator, roof and air conditioning and heating systems contained on the Leased Premises. Landlord shall be responsible for any major repairs or replacements on the elevator, roof and air conditioning and heating systems contained on the Leased Premises. Landlord shall be responsible for all exterior grounds and landscaping. Tenant shall have the use of City Facilities Maintenance Service Department to be reimbursed at said rate to include personnel, supplies and material cost and any additional expenses incurred by the City

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

6. ALTERATIONS

Tenant shall not make any alterations, improvements, or additions to the Leased Premises during the term of the Lease or any extension thereof without first obtaining

the written consent of Landlord and all required permits. Tenant shall not cut or drill into, or secure any fixture, apparatus, or equipment of any kind to any part of the Leased Premises without first obtaining written consent of Landlord. All such approved alterations, improvements, and additions made by Tenant shall remain upon the Leased Premises at the expiration or earlier termination of the Lease and shall become the Property of Landlord, unless Landlord shall, prior to such termination, have given written notice to Tenant to remove same in which event Tenant shall remove such alterations, improvements, and additions and restore the Leased Premise to the same good order and condition in which they were at the commencement of the Lease. The foregoing provisions shall not apply to the equipment, trade fixtures and items that do not become common law fixtures, which may be removed by Tenant prior to expiration or sooner termination of the Lease.

7. AFFIRMATIVE COVENANTS OF TENANT

Tenants covenant that they shall:

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

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

7.3. give to Landlord prompt written notice of any accident, fire, or damage occurring on or to the Leased Premises;

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

7.5. repay Landlord on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing paragraphs of this Section 7, including reasonable attorney's fees;

7.6. have no authority to sublease the Leased Premises to any one or any entity, without the prior express written consent of the Landlord. Any Sublease agreed to by Landlord shall be accompanied by an Assumption Agreement whereby Sub-Lessee shall be liable for all terms and conditions of this Lease. Any Sublease agreement executed between Tenant and any persons or entities shall be co-signed by Landlord prior to the effective date of said Sublease;

7.7. be allowed to receive revenue from Sublease agreements, class fees and other reimbursements for use of the facility, with prior express written consent of the Landlord as stated in Section 7.6 above; providing however, that the total amount of revenue received for use of the facility does not exceed 75% of the costs incurred by Tenant for building maintenance and operations. Tenant shall provide to Landlord an annual report on building related expenses and revenue recovery within sixty (60) days of fiscal year end. Landlord shall be authorized to audit those expenses and revenue recovery upon request;

7.8. properly store all materials and any hazardous materials in accordance with applicable local, state, and federal laws, and in accordance with the recommendation of the City of Bedford Fire Marshal; and,

7.9. be required to obtain approval of any use of pyrotechnic or explosive devices from the City of Bedford Fire Marshal.

8. DAMAGE TO LEASED PREMISES

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

8.2. In the event of a partial destruction of the Leased Premises during the term hereof, from any cause, Landlord shall, at its sole discretion, determine whether it will repair the Leased Premises, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate the Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Leased Premises. If such repairs cannot be made within said sixty (60) days, Landlord, at its

option, may make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, the Lease may be terminated at the option of either party. In the event the Leased Premises are destroyed to an extent of not less than one-third (1/3) of the replacement costs thereof, Landlord may elect to terminate the Lease. A total destruction of the Leased Premises shall terminate the Lease.

8.3. Notwithstanding any other provisions in this Lease, Tenant hereby acknowledges that the Leased Premises are in good order and repair, unless otherwise indicated herein.

9. INDEMNIFICATION AND INSURANCE RIGHTS

9.1.

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

B. Tenant shall take out and keep in force during the term hereof, without expense to Landlord with an insurance company, qualified to do business in the State of Texas or other company acceptable to Landlord, comprehensive general public liability insurance, in the name of Tenant and name of Landlord as additional insured against any liability for injury to or death of persons resulting from any occurrence in or about the Leased Premises and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the same area, but in any event not less than \$300,000.00 per occurrence in respect of bodily injury and \$1,000,000.00 for property damage. True copies of said policies or certificates thereof showing the premium thereunto have been paid shall be delivered to Landlord upon execution of this Lease Agreement and yearly thereafter throughout the term of this Lease. If Tenant fails to procure and keep in force such insurance, Landlord may procure it, and the cost thereof with interest at the maximum lawful rate shall be payable immediately by Tenant to Landlord or may elect to terminate this Lease Agreement. Such insurance may be provided by a blanket insurance policy covering the Leased Premises, so long as the coverage on the Leased Premises is at all times at least as great as required by this subsection.

C. Tenant shall at all times during the terms hereof, keep in force, at its own

expense, any and all insurance it deems sufficient to cover Tenant's personal property within or about the Leased Premises. Tenant and Landlord agree that Landlord shall not be liable for any damage or destruction of Tenant's personal property.

10. TRADE FIXTURES

All trade fixtures installed by Tenant in the Leased Premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of the Lease or any renewal or extension thereof, provided Tenant shall not at such time be in default of any provision herein; and, provided further, that in the event of such removal, Tenant shall have repaired the damaged caused by such removal, and promptly restored the Leased Premises to its original order and condition. Any such trade fixture not removed at or prior to such termination shall become the property of Landlord. Light fixtures and air conditioning/heating and plumbing equipment, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of the Lease, or at the expiration of any renewal or extension thereof, and shall become the property of Landlord.

11. SURRENDER AND HOLDING OVER

11.1. Tenant, upon expiration or termination of the Lease, either by lapse of time or otherwise, shall peaceably surrender to Landlord the Leased Premises in broom-clean condition and in good repair as required in the Lease.

11.2. If Tenant remains in possession of the Leased Premises with Landlord's written consent, Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month, but otherwise subject to all the covenants and conditions of the Lease.

12. FORCE MAJEURE

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

13. LANDLORD'S ACCESS TO LEASED PREMISES

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

14. EVENT OF DEFAULT

The occurrence of the following shall, constitute an event of default hereunder:

A. Tenant's failure to perform or observe any provision of the Lease, after written notice and demand, provided that, if such failure is of such a character as not to permit immediate compliance in the opinion of Landlord, then Tenant's failure to proceed diligently and immediately upon receipt of notice to commence the cure of such failure, and thereafter to complete such cure with all reasonable dispatch within twenty (20) days after written notice from Landlord; provided, however, that if, after exercise of due diligence and its best efforts to cure such default, Tenant is unable to do so within the twenty (20) day period, then the curing period shall be extended for such reasonable time as may be approved by Landlord for curing such default, so long as Tenant continues to diligently prosecute to completion the curing of the default, which in no event shall exceed forty-five (45) days unless specifically agreed to in writing by Landlord; and

15. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT

Upon the occurrence of an event of default, Landlord, at its option, may at such times as it may determine, concurrently or successively, as their exclusive remedy:

15.1. In the event of default by Tenant Landlord may order Tenant to take whatever steps are necessary to correct the default. In the event the default is not cured within the time framework established in 14 A above, the Landlord shall at its sole option correct the default and charge Tenant accordingly, or Landlord may at its option terminate the Lease by giving Tenant ten (10) days written notice in the event the default is not cured.

15.2. If Tenant shall abandon or surrender the Leased Premises by process of law or otherwise, any property of Tenant left on the Leased Premises shall be deemed to be abandoned but Tenant shall remain liable to Landlord for all cost, loss, damage and expense incurred by Landlord for the removal of such property from the Leased Premises and for the repair of any damage to the Leased Premises caused by such removal.

15.3. On the termination of the lease term if Tenant has not vacated or if no extension has been agreed to, Landlord may evict Tenant by any and all lawful means.

16. LANDLORD'S RIGHT TO CURE

If Tenant shall fail to perform any act required to be made or performed under this Lease and to cure the same within the relevant time periods Landlord, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act of the account and at the expense of Tenant, and may, to the extent permitted by law, enter upon the Leased Property for such purpose and take all such action

thereon as, in Landlord's opinion, may be necessary or appropriate therefore. No such entry shall be deemed an eviction of Tenant. All sums so paid by Landlord and all costs and expenses (including without limitation, reasonable attorney's fees and expense, in each case, to the extent permitted by law) shall survive the expiration or earlier termination of this lease and shall be payable by Tenant within ten (10) days of receipt of written notice.

17. AUTHORITY

All persons executing the Lease on behalf of Tenant have been authorized to execute the Lease by such Tenant. Evidence of such authority shall be provided upon request.

18. LIABILITY OF LANDLORD

18.1. If Landlord shall breach any covenant to be performed by it under this Lease, Tenant, after thirty (30) days notice to and demand upon Landlord, shall as its exclusive legal remedy terminate this lease and vacate the Leased Premises.

18.2. Tenant shall be in exclusive control and possession of the Leased Premises, and Landlord shall not be liable for any injury or damages to any property or to any person on or about the Leased Premises, nor for any injury or damage to any property of Tenant.

19. TIME OF THE ESSENCE

Time is of the essence in all provisions of this Lease

20. QUIET ENJOYMENT

Landlord warrants that Tenant shall be granted peaceful and quiet enjoyment of the Leased Premises free from any eviction or interference by Landlord provided Tenant fully and punctually performs and complies with the terms, conditions, and provisions of this Lease.

21. INVALID PROVISIONS

If any provision of the Lease shall be determined to be void by any court of competent jurisdiction or by any law enacted subsequent to the date hereof, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect.

22. ASSIGNMENT

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

23. NOTICES

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

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

with copies to:

BOYLE & LOWRY, L.L.P.
4201 Wingren, Suite 108
Irving, Texas 75062-2763

If to Tenant: Arts Council Northeast
2819 R. D. Hurt Parkway
Bedford, Texas 76021

24. VENUE

Landlord Tenant agrees to venue in Tarrant County, Texas.

Executed this ____ day of _____, 2013.

Landlord: City of Bedford, Texas

By: _____
Beverly Griffith
City Manager

Tenant: ARTSNET

By: _____
Lee Koch
President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____,
2012, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____, 2012, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public



Council Agenda Background

PRESENTER: Kelli Agan, Technical Services Manager

DATE: 12/17/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into the third year of a three-year contract with B&B Wrecker Services, Inc. to provide towing for City initiated tows.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On September 26, 1996, the City Council authorized the City Manager to enter into a contract with B&B Wrecker Services, Inc. (B&B) for the purpose of providing vehicle wrecker and storage services for City initiated tows. City initiated tows include abandoned vehicles, junked motor vehicles and automobile collisions in the event the owner or driver of a vehicle involved in an accident fails or refuses to designate a wrecker service. The selection of B&B was based on proven performance of their safety record, response times, professionalism and meeting the required general specifications outlined in the proposal. In 1996, B&B entered into a contract for a period of twenty-four months that was renewed by Council resolution for two additional twenty-four month terms.

In January 2002, the Bedford Police Department began requesting proposals for contract wrecker services for a one year contract, renewable by City Council Resolution for two additional one year contracts, for a total of three years combined. Since that time, each three-year service contract has been awarded to B&B based upon the same criteria as listed above, and/or due to the fact that they were the only wrecker service to submit a proposal.

In November 2011, the Bedford Police Department once again requested proposals for a three-year wrecker service contract. In response to that request, the Police Department received proposals from B&B and Cardinal Towing Wrecker Service.

After careful review of each proposal, it was determined that B&B was the only submittal that met all of the qualifications as outlined in the request for proposal and therefore B&B was awarded the contract by Council resolution on January 10, 2012.

Over the last 17 years, B&B has provided exemplary service to the City of Bedford. B&B has formed a close partnership with the City and has exceeded expectations for services provided to the community.

The current second year contract with B&B is set to expire on January 8, 2014. If approved, the third year contract will expire on January 8, 2015 and complete the contract term. A new request for proposals for contract wrecker services will begin in the fall of 2014.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into the third year of a three-year contract with B&B Wrecker Services, Inc. to provide towing for City initiated tows.

FISCAL IMPACT:

N/A

ATTACHMENTS:

**Resolution
Wrecker Contract**

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE THIRD YEAR OF A THREE-YEAR CONTRACT WITH B&B WRECKER SERVICES, INC. TO PROVIDE TOWING FOR CITY INITIATED TOWS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas determines the necessity to continue having a contract provider for vehicle wrecker and storage services for City initiated tows; and,

WHEREAS, the City Council of Bedford, Texas has determined that to meet the needs of the City through efficiency, safety, and professional service to the community, that the City should continue a contractual agreement with B&B Wrecker Services, Inc.

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

SECTION 1. That the recitals above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City does hereby authorize the City Manager to enter into the third year of a three-year contract with B&B Wrecker Services, Inc. to provide towing for City initiated tows.

SECTION 3. That this resolution shall take effect from and after January 8, 2014.

PASSED AND APPROVED this 17th day of December 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

WRECKER CONTRACT

THE STATE OF TEXAS §

COUNTY OF TARRANT §

That the City of Bedford, hereinafter called "City," a home rule municipal corporation operating and existing pursuant to the laws of the State of Texas, and B&B Wrecker Service, hereinafter called "Operator," a Texas corporation, agree as follows:

1.00 Purpose, Scope and Intent

- 1.01 The purpose of this contract is to establish the terms and conditions under which the Operator shall provide towing and vehicle storage service to the public in situations in which the removal of automobiles from public streets or other locations is required by the City as a result of accidents, abandonment, or mechanical difficulty, and there is no request by the person in charge of such vehicle to utilize another towing and vehicle storage service.
- 1.02 This contract also covers the terms and conditions under which unclaimed, stored vehicles shall be disposed of.
- 1.03 The City shall utilize Operator to provide towing, preservation and storage of vehicles removed from public streets or other locations of the City as its Police Department may direct. This shall not be deemed to require utilization of Operator if the person in charge of the vehicle requests use of another provider of towing and vehicle storage service.
- 1.04 If the Operator is unable to respond to the City's call for towing service in the time required or does not have adequate equipment to properly tow the vehicle, the City reserves the right to contact another wrecker service. A performance report, as defined in Section 6.00 of this contract, will be filed by the Operator in all instances where the Operator does not meet the minimum response time criteria set forth in Section 3.08.

2.00 Term of Contract, Termination

- 2.01 The term of this contract shall be twelve months from the date the City agrees to this contract as reflected herein. This contract may be renewed by written consent of the parties for additional one year periods not to exceed a total of three years.
- 2.02 The City may terminate this contract without cause by giving the Operator ten (10) days written notice. Upon delivery of such notice, the Operator shall continue to preserve and store vehicles already in its possession until all vehicles have either been properly claimed or auctioned.

3.00 Operator's Minimum Equipment and Operating Requirements

3.01 Minimum Equipment Requirements:

- A. Two, standard duty, one-ton wreckers with 5,000 pounds minimum hauling capacity and one Class 8 wrecker.
- B. Operator shall maintain a single point of contact for wrecker service. Operator shall provide the City one phone number to be called for wrecker service.
- C. All wreckers shall be equipped with dollies, slings, a broom, shovel, ax, prybar, fire extinguisher, flares and fuses.
- D. Each wrecker winch shall have a minimum of 4-ton lifting capacity.
- E. All requirements and equipment specified in the Request for Proposal attached hereto as Exhibit "A."

3.02 The Operator must provide the City with a list of towing equipment to be used in the execution of this contract including the make, model of chassis, year, winch capacity, vehicle tonnage, and towing capacity. A copy of the title of each wrecker to be used shall be provided upon request.

3.03 All wreckers shall be properly licensed under Texas State law and properly permitted by the City of Bedford.

3.04 Wrecker service shall be provided twenty-four hours a day, seven days a week. The storage facility must release vehicles twenty-four hours a day, seven days a week.

3.05 Operator shall not refer any calls to another wrecker service company. If the Operator's wreckers are unavailable or cannot upright or tow the disabled vehicle, the Operator is to advise the City and the City will contact another wrecker service. At no time will the Operator subcontract or assign any of the services outlined in this contract.

3.06 Operator's storage (impound) lot(s) shall be within four (4) miles of the City of Bedford city limits. All lots must be registered with the State of Texas and a copy of the registration shall be on file with the Police Chief.

3.07 No vehicle impounded shall be released to any person without written/printed proof of ownership and verification of the identity of the claimant.

3.08 Ninety-five percent (95%) of all Operator's responses to the scene shall not exceed fifteen (15) minutes. If the Operator shall exceed the response time, the Operator must notify the Police Department of the late response time. If the Operator is more than fifteen (15) minutes late to the scene of a call and the Operator has not notified the Police Department, the Operator will have to provide full justification of the delay to the Police Chief by filing a performance

report. If there is not justifiable cause, the contract may be terminated without notice.

- 3.09 Operator's storage lots must be able to accommodate a minimum of 75 cars and be completely fenced with a six-foot industrial chain link fence. Twenty-four (24) hours prior to any auction, all vehicles located at alternate lots must be moved to the primary lot.

If an area of a large lot is to be set aside to be used as the City's impound lot, then this area must be fenced as described above with only the Operator's authorized employees having access.

All storage lot surfaces must be finished with an all-weather surface and adequately lighted for nighttime release of vehicles as defined by law.

- 3.10 Operator shall be responsible for any damage caused to the vehicle or equipment, and its contents, towed or stored by the Operator. Upon receiving a complaint from any source concerning claimed damage to a towed vehicle or its contents, the Operator shall submit a written performance report to the City of Bedford Police Department within two (2) working days from the notification of the complaint.
- 3.11 If it is necessary to disconnect, alter, or remove any part, gear, or emergency brake of the vehicle before towing, the Operator will, on termination of the tow, repair, replace or re-affix to place the vehicle back to its original condition at the Operator's expense.
- 3.12 City calls for wrecker service shall take priority over all other calls.
- 3.13 Operator shall not remove or sell parts, dismantle or sell the vehicle, fix, or otherwise modify the vehicle unless prior written permission from the owner is received.
- 3.14 Operator shall sweep and remove all debris from the roadway, shoulder, and adjacent areas arising from a vehicle collision.
- 3.15 Operator shall use sand or an oil absorbent material on areas where oil or antifreeze has leaked from wrecked vehicles.
- 3.16 The Operator must comply with all City, State and Federal rules and regulations for wrecker service and storage lot operations.
- 4.00 Charges
- 4.01 Operator shall charge no more for services than the prices set out in Attachment (A). Such charges shall be the only charges made for vehicles pulled or stored

under the provisions of this contract and shall not be increased during the term of this contract.

- 4.02 Operator agrees that any non-consent tows to the City's Law Enforcement Center, ordered by the Police Department, for crime scene processing, and then towed to the Operator's storage lot, shall be considered and charged as a single tow.
- 4.03 Operator agrees to look only to the owner or other person responsible for the vehicle for payment. If payment is not received, such vehicles shall be auctioned as provided by law. Should no one bid on a vehicle, then the City shall title the vehicle to the Operator and all towing, preservation, storage and other fees allowed by law shall be considered paid in full. For vehicles sold to third parties, all of the Operator's charges shall be paid from the proceeds of the sale.
- 4.04 For charges arising from towing requested by City owned vehicles, the City shall make payment to the Operator upon satisfactory receipt of invoice or other billing instrument used by the Operator. All charges are to be less sales tax as the City is tax exempt.
- 4.05 Vehicle tows requested by third-party property owners shall be the responsibility of the Operator. The City shall have no liability to the vehicle owner, third-party owner, or Operator for these tows.

Tows requested by vehicle owners, and the charges related thereto, from the scene of an accident or other locations are to be negotiated between the vehicle owner and the Operator. This contract does not address or regulate the charges for towing and vehicle storage between the Operator and the owners of a vehicle or any other party. Occasionally, the vehicle owner will request the City's Police Department to call for towing service. At the City's option, the City may call the Operator or another towing service. The negotiation of towing fees will be between the vehicle owner and the Operator.

5.00 Abandoned Vehicle Procedure

- 5.01 The Operator shall follow all notification and administrative procedures required by State law.
- 5.02 If, after following all State rules and regulations for proper notification of the last known owner, all lienholders, or other parties required by law to be notified that have a legal right to the vehicle, the vehicle is determined abandoned, then the vehicle will be sold either at public auction by the Operator, or used by the Bedford Police Department, as defined by law.
- 5.03 The Operator shall obtain prior approval of the Bedford Police Department with respect to all forms, notices, and procedures utilized by Operator in notification of

owners and lienholders and the sale of motor vehicles under and pursuant to this contract.

5.04 The Operator will, in a timely manner, properly issue, at its sole expense, subject only to the administrative fee of twenty-five dollars (\$25.00), all necessary notices required under applicable laws and ordinances, including, without limitation thereto, the provisions of the Texas Litter Abatement Act and the Texas Abandoned Motor Vehicle Act, as same may be from time to time amended, so as to provide appropriate notification to owners and lienholders of the towing and storage of motor vehicles and the attendant auction and sale of unclaimed and abandoned motor vehicles and maintain overages for future ownership claims and towing and storage shortages as required by law.

5.05 Operator shall allow the public to view the vehicles for auction beginning at least two (2) hours before the auction.

5.06 The Operator shall arrange and be responsible for all auctions of motor vehicles.

6.00 Reporting

6.01 A performance report will be filed with the Police Chief if any of the following occur:

- A. The Operator exceeds the fifteen (15) minute response time.
- B. The Operator's equipment is in poor condition or is inoperable.
- C. The Operator's employee(s) are disrespectful to the Bedford Police Department, other City officials, or the general public.
- D. A citizen complaint is filed against the Operator.

6.02 The performance report must be filed within two (2) working days of the occurrence of any item in section 6.01.

7.00 Audit, Insurance, Indemnity, Venue, Notices

7.01 Operator agrees to permit the City to audit and inspect all records relative to the towing and storage of vehicles pursuant to this contract at any reasonable time. Failure to allow an audit or falsification of records will be grounds for immediate termination of contract. The Operator shall retain and maintain all business records for a period of three (3) years.

7.02 Operator shall at all times meet the minimum insurance requirements as defined by Attached (B). A certified statement of insurance shall be provided to the City by the Operator's insurer. If at any time the Operator fails to maintain the minimum insurance requirements, the contract will be subject to termination.

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

7.04 Exclusive venue of all disputes arising under this contract shall be in Tarrant County, Texas.

7.05 All notices required under this contract shall be as follows:

To City: Police Chief
2121 L. Don Dodson Drive
Bedford, Texas 76021

To Operator: B&B Wrecker Service, Inc.
1201 W. Euless Blvd.
Euless, Texas 76040

Such notices shall be deemed served when deposited in U.S. mail, postage prepaid, addressed as stated above.

Agreed to by The City of Bedford on this the ___th day of January, 2014.

Beverly Griffith, City Manager

ATTEST:

Michael Wells, City Secretary

Agreed to by B&B Wrecker Service on this the ____ day of _____, 2013.

B&B Wrecker Service, Inc.

Andy Chesney, Owner

ATTACHMENT A
City of Bedford
Wrecker Service and Storage Fee Quotes

A.	Base charge for Police authorized tows:	PRICES
1.	Base charge pulls (normal)	\$135.00
2.	Additional charges to base	
a.	Use of dollies	\$27.50
b.	Winching/waiting/standby hourly Rate (fifteen minute rates)	\$20.00
c.	Drop drive-shaft	\$15.00
d.	Pulls of 1 ½ ton or greater	\$250.00
B.	Base charge for City of Bedford Vehicles: (i.e., pool cars, P.D. vehicles, administration vehicles, etc.)	
1.	Base charge pulls (normal)	\$40.00
2.	Additional charge to base charge	
a.	Use of dollies	\$27.50
b.	Winching/waiting/standby hourly Rate (fifteen minute rates)	\$27.50
c.	Drop drive-shaft	\$15.00
d.	Pulls of 1 ½ ton or greater	\$125.00
C.	Storage rate per day:	\$20.00
D.	Preservation:	\$20.00
E.	Notification Fee:	\$50.00
F.	Motorcycle/Trailer Usage:	\$95.00 + \$2.50 per mile

ATTACHMENT B

Insurance

SECTION A. Prior to the approval of this contract by the City, CONTRACTOR shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY, and no officer or employee of the City shall have authority to waive this requirement.

INSURANCE COVERAGED REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by CITY based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amount(s):

	TYPE	AMOUNT
1.	Worker's Compensation and Employers Liability or Occupational Accident Policy	Statutory \$100,000/500,000/100,000 Minimum limit of \$100,000
2.	Commercial General (public) Liability (or Garage Liability) insurance including coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability g. Medical payments	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent.
3.	Comprehensive Automobile Liability insurance, including coverage for loading and unloading hazards, for: a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent.

4.	Garagekeepers Legal Liability insurance	Minimum limit of \$50,000 per vehicle in the care, custody and control of the Contractor
5.	Tow Truck Cargo insurance, including all risk coverage from vehicles and equipment carried on board and towed by wrecker service.	Minimum limit of \$50,000 per wrecker used in this service.

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation biding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

CONTRACTOR agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- A. Name the City of Bedford and its officers, employees, and elected representatives and additional insured, (as the interest of each insured may appear) as to all applicable coverage;
- B. Provide for 30 days notice to City for cancellation, nonrenewal, or material change;

Remove all language on the certificate of insurance indicating that the insurance company or agent/broker will endeavor to notify the City but failure to do so shall impose no obligation or liability of any kind upon the company, its agents, or representatives.
- C. Provide for notice to City at the two addresses shown below by registered mail;
- D. CONTRACTOR agrees to waive subrogation against the City of Bedford, its officers, employees and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- E. Provide that all provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.



Council Agenda Background

PRESENTER: Roger Gibson, Police Chief

DATE: 12/17/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a one year contract with Integrated Forensic Laboratories for controlled substance and blood alcohol testing.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Each year, the Police Department sends numerous specimens to Integrated Forensic Laboratories (IFL) for testing. These specimens consist of blood and possible controlled substances for Driving While Intoxicated (DWI) and narcotic cases. For cases involving DWI, blood draws must be tested for alcohol levels prior to the acceptance of the case by the District Attorney's office. Additionally, suspected illegal narcotics must be tested for authentication prior to the acceptance of the case by the District Attorney's office.

Over the last several years, the Police Department has experienced an increase in the number of specimens needing to be processed. Additionally, costs associated with processing the specimens continue to increase as well. IFL, the only local laboratory that can process all types of narcotic specimens, has offered the Police Department a one year contracted flat rate fee of \$34,760 (\$2,896.67 a month). The flat rate fee affords the Police Department the ability to process an unlimited amount of specimens and appropriately budget the costs associated with this outsourced service. The flat rate fee was based on the costs associated with the testing submitted to IFL between the dates of March 1, 2012 – February 28, 2013.

Should the Police Department continue to pay month to month (based on the number of specimens submitted), the costs could easily be higher than the proposed flat rate fee. For example, invoicing for the month of October 2013 totaled \$3,656 (\$856 more than the monthly flat rate fee).

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a one year contract with Integrated Forensic Laboratories for controlled substance and blood alcohol testing.

FISCAL IMPACT:

\$34,760 to be paid out of Police Administration Contractual Services.

ATTACHMENTS:

Resolution
Integrated Forensic Laboratories Contract Quote

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE YEAR CONTRACT WITH INTEGRATED FORENSIC LABORATORIES FOR CONTROLLED SUBSTANCE AND BLOOD ALCOHOL TESTING.

WHEREAS, the City Council of Bedford, Texas determines the necessity to have a flat fee contract for the testing of blood alcohol and controlled substances; and,

WHEREAS, the City Council of Bedford, Texas has determined that Integrated Forensic Laboratories is the only laboratory that meets the testing needs of the City.

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

SECTION 1. That the recitals above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City does hereby authorize the City Manager to enter a one year contract with Integrated Forensic Laboratories for controlled substance and blood alcohol testing.

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

PASSED AND APPROVED this 17th day of December 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



Integrated Forensic Laboratories™

901 Clinic Dr. Ste. D110
Euless, Texas 76039

(817) 553-6565
Fax (817) 553-6567

ANSWERS NOW™

March 8, 2013

Bedford Police Department
2121 L. Don Dodson Drive
Bedford, TX 76021

Re: Quote for Controlled Substance and Blood Alcohol Testing - **\$2,896.67** per month.

Lt. Smith,

Integrated Forensic Laboratories (IFL) is pleased to offer Bedford Police Department this quote for Controlled Substance and Blood Alcohol Content Testing. The quote for the 2013-2014 contract year is **\$2,896.67 per month**.

Bedford Police Department/IFL Contract Quote 2013-2014	
Total Usage Mar 1, 2012 - Feb 28, 2013	\$ 34,760.00
Monthly Price	\$ 2,896.67

The contract price is based on testing submitted to IFL between March 1, 2012 – February 28, 2013.

Appendix A contains a chart and graphs with more detailed information on testing and pricing. Please see Figure 1 in Appendix A for an itemized list of tests performed by IFL in the last twelve months. The “Unit Price” listed in Figure 1 reflects IFL’s 2013 list prices that will be implemented 2nd quarter 2013. Figure 2 shows the cost of testing on a monthly basis compared to the contract price. You can see that contract pricing helps ensure consistent laboratory testing expenses for the City of Bedford from month to month. Figure 3 shows the quantity of different tests submitted each month.

As usual, we will submit Restitution Forms with every case report sent to your agency and provide Administrative License Revocation (ALR) Forms at no additional cost.

This quote does not include biology, fingerprinting, firearms, toxicology (other than BAC), kits, crime scene response, or evidence deliver & pick-up.

This quote will expire January 1, 2014.

Please feel free to contact me with any questions or concerns you may have.

Best Regards,

Claire Fazio
Director of Business Administration
Office: 817-428-6565
cfazio@iflabs.com



Figure 1.

Tests Performed by IFL for Bedford Police Department Mar 1, 2012 - Feb 28, 2013				
Lab Section	Test	Qty	Unit Price	Total
Drug	Analysis of syringe contents, single sample	5	\$ 87.00	\$ 435.00
Chemistry	Analysis of syringe contents, additional sample	1	\$ 57.00	\$ 57.00
	Analysis of tablets, Identification, single sample	57	\$ 87.00	\$ 4,959.00
	Analysis of tablets, Identification, additional sample	9	\$ 57.00	\$ 513.00
	Blood Alcohol Content, per sample	40	\$ 85.00	\$ 3,400.00
	Marijuana, single sample	142	\$ 82.00	\$ 11,644.00
	Marijuana, additional sample	31	\$ 55.00	\$ 1,705.00
	Other liquids and materials, Identification, per sample	7	\$ 92.00	\$ 644.00
	Plant Material other than Marijuana (K2, Spice), single sample	4	\$ 92.00	\$ 368.00
	Plant Material other than Marijuana (K2, Spice), additional sample	2	\$ 62.00	\$ 124.00
	Powder or crystal, Identification, single sample	93	\$ 87.00	\$ 8,091.00
	Powder or crystal, Identification, additional sample	20	\$ 57.00	\$ 1,140.00
	Visual identification of tablets, per sample	48	\$ 35.00	\$ 1,680.00
Grand Total				\$34,760.00

Figure 2.

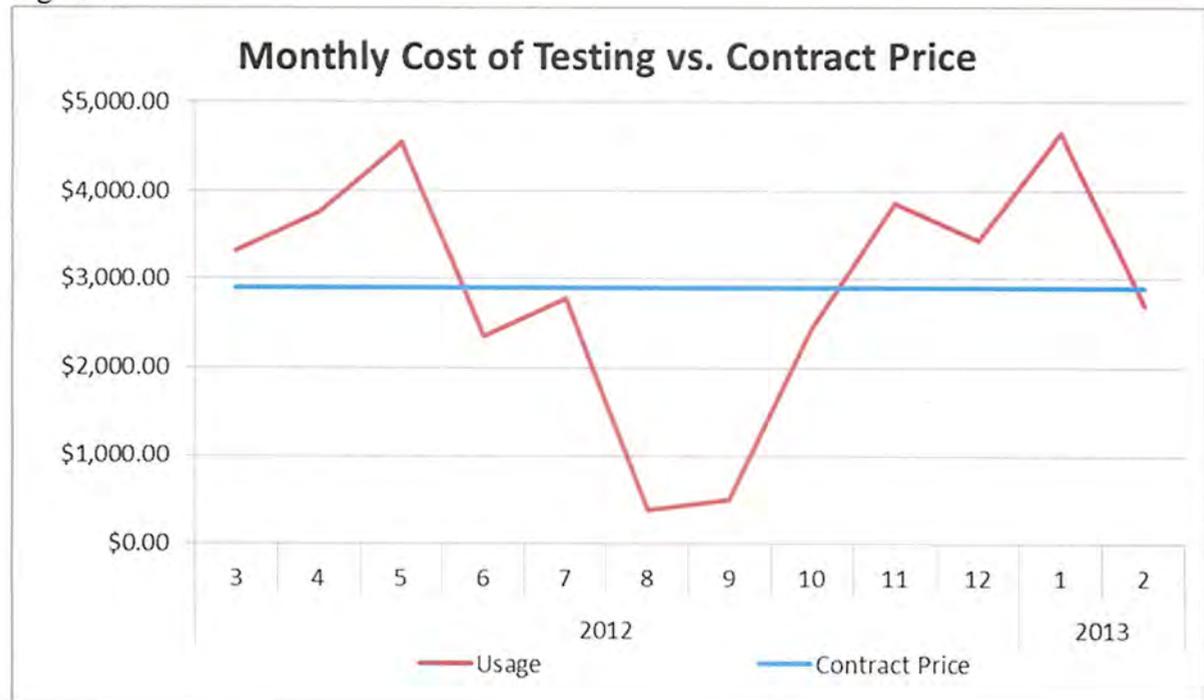
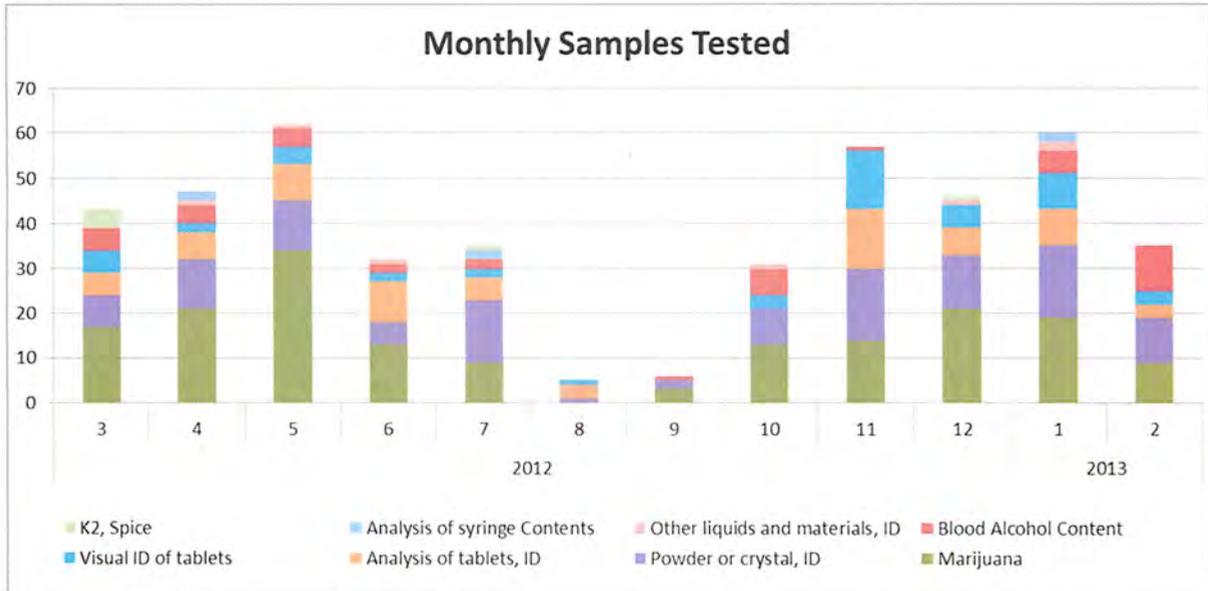




Figure 3.





Council Agenda Background

PRESENTER: Jim Griffin, Mayor
Michael Wells, City Secretary

DATE: 12/17/13

Council Mission Area: Encourage citizen involvement.

ITEM:

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

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Council interviewed 18 applicants for Bedford's Citizen Boards and Commissions on December 3, 2013. There were an additional two applicants who were unable to attend. Additionally, there were several incumbents who reapplied for their current Board or Commission seat or a seat on another Board or Commission as indicated in the list provided to Council during the interviews.

Following the interviews, Council discussed and tentatively made appointments to Boards and Commissions for the 2014 calendar year. Attached is the updated Board Opening Form that indicates Council's tentative appointments. Please note on the form that blue indicates applicants appointed for another term in their current position and green indicates brand new appointments.

Staff received two applications after the interviews. F. Dewey Tennant reapplied for the Parks and Recreation Board. Keith Quigley applied for the Parks and Recreation Board and the Zoning Board of Adjustment (ZBA); however, there are no current openings on the Parks and Recreation Board so staff recommends he be appointed to the ZBA if Council so desires. Both of their applications are attached and their names have been tentatively added to the Board Opening Form. Also, it was realized after the tentative appointments were made that JoLynne Jensen, currently serving on the Cultural Commission as an alternate, could be moved up to a regular position, with Josh Santillan and Debbi Savage being appointed as alternates. This is reflected on the Board Opening Form as well.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A