A G E N D A

Regular Meeting of the Bedford City Council
Tuesday, March 24, 2015
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021

Conference Room Work Session 5:30 p.m.
Council Chamber Regular Session 6:30 p.m.

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

COUNCIL CHAMBER WORK SESSION

- **Review and discuss items on the regular agenda and consider placing items for approval by consent.**
- **Presentation on recent Human Resources Department activities.**
- **Presentation on the 2015 Mosquito Surveillance and Response Program.**
- **Presentation of the 2014 Annual Report on the Texas Commission on Environmental Quality Sanitary Sewer Outflow Initiative Program.**

EXECUTIVE SESSION

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

a) **Pursuant to Section 551.087, deliberation regarding economic development negotiations with the City of Euless.**
b) **Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center.**
c) **Pursuant to Section 551.074, personnel matters - City Manager search.**
d) **Pursuant to Section 551.074, personnel matters - Council discussion on administrative and communications processes and procedures as related to the city manager search. **This item requested by Councilmember Champney.**

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Dr. Jerry Chism, Martin United Methodist Church)

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS/UPCOMING EVENTS

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.**

2. **Proclamation declaring April 2015 as Child Abuse Prevention Month in the City of Bedford.**

3. **Proclamation recognizing the month of April as National Safe Digging Month.**

APPROVAL OF THE MINUTES

4. **Consider approval of the following City Council minutes:**
   a) **March 10, 2015 regular meeting**
   b) **March 12, 2015 special meeting**

PERSONS TO BE HEARD

5. **The following individual has requested to speak to the Council tonight under Persons to be Heard:**
   a) **Ed Henderson, 2513 Meadow View, Bedford, Texas 76021 – Requested to speak to the Council regarding EV Public Charging Stations.**

NEW BUSINESS

6. **Public hearing to consider an ordinance to rezone a 5.649 acre tract of land located in the J. Doss Survey, Abstract No. 441 and the B.B.B. & C. Railroad Survey, Abstract No. 204, City of Bedford, Tarrant County, Texas, from Heavy Commercial (H)/Master Highway Corridor (MHC) to Planned Unit Development (PUD), for the Glade Parks South Development Standards. The property is generally located north of Cheek-Sparger Road and west of State Highway 121. (Z-267)**

7. **Consider an ordinance amending Ordinance No. 08-2906 awarding the contract to Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., for Recycling Services to include Article IV. Section W. "Modification of Rates"; Article V. (A)(4); and Article V. (A)(8); and granting an extension of the contract for an additional two year term commencing on January 1, 2019.**

8. **Consider an ordinance amending Ordinance No. 08-2905 awarding the contract to Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., for Solid Waste Collection Services to include Article IV. Section W. "Modification of Rates"; and granting an extension of the contract for an additional two year term commencing on January 1, 2019.**

9. **Consider a resolution authorizing the Interim City Manager to enter into a Ground and Tower Lease Agreement with New Cingular Wireless PCS, LLC a Delaware limited liability company.**

10. **Consider a resolution approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Norma's Cafe.**

11. **Review and discussion on preliminary draft of strategic planning overview for the Cultural District and Bedford Commons. **This item requested by Councilmember Champney.**

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

- ✓ **Animal Shelter Advisory Board - Councilmember Fisher**
- ✓ **Beautification Commission - Councilmember Turner**
- ✓ **Community Affairs Commission - Councilmember Boyter**
- ✓ **Cultural Commission - Councilmember Champney**
- ✓ **Library Board - Councilmember Davisson**
- ✓ **Parks & Recreation Board - Councilmember Davisson**
- ✓ **Teen Court Advisory Board - Councilmember Farco**

13. Council member Reports

14. City Manager/Staff Reports

EXECUTIVE SESSION

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

a) **Pursuant to Section 551.087, deliberation regarding economic development negotiations with the City of Euless.**
b) **Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center.**
c) **Pursuant to Section 551.074, personnel matters - City Manager search.**
d) **Pursuant to Section 551.074, personnel matters - Council discussion on administrative and communications processes and procedures as related to the city manager search. **This item requested by Councilmember Champney.**

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, March 20, 2015 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 must be requested in writing to the City Secretary's Office a minimum of seventy-two hours (72) hours prior to the scheduled starting time of the posted meeting. Requests can be delivered in person or mailed to the City Secretary's Office at 2000 Forest Ridge Drive, Bedford, TX 76021, or emailed to mwells@bedfordtx.gov. Some requests may take longer due to the nature, extent and/or availability of such auxiliary aids, services or accommodations.)

AGENDA

Council Agenda Background

PRESENTER:	**Jill McAdams, *SPHR*** **Human Resources Director**	**DATE:**	**03/24/15**

Work Session

ITEM:

Presentation on recent Human Resources Department activities.

City Manager Review: _____

DISCUSSION:

This presentation will encompass an up-to-date overview of recent activities occurring in the Human Resources Department.

ATTACHMENTS:

PowerPoint Presentation

COMMUNIQUE

AGENDA

CITY OF BEDFORD
Discover the Center

HUMAN RESOURCES DEPARTMENT ACTIVITY REPORT

City Council Work Session March 24, 2015

Key Projects

- Train two new staff people
- New World Systems conversion from green screen to Windows (February-August)
- Health, dental and life insurance renewal and open enrollment (March-September)
- Budget/Researching biometric timekeeping systems to interface with NWS
- Emerging Leaders Class II is underway
- Supervisor Training in April
- ICMA-RC/TMRS transition

ICMA-RC/TMRS Transition Information

- Mandatory employee meetings conducted by ICMA-RC to discuss employee options when plan dissolves April 1, 2015
- Added a traditional IRA to the deferred comp savings options that also includes a 457 plan and a Roth IRA
- Amended the 457 plan with ICMA-RC to allow loans and the ability to transfer contributions at any time

ICMA-RC/TMRS Transition Information continued

- Certified Financial Educators (CFE) from Armor Wealth Management will host six meetings in April for employees to learn about investment strategies, options and how to choose a financial investment firm or entity. They will also conduct two workshops on how social security payments will be impacted by this process.

Additional Noteworthy HR Accomplishments

- Worked with all departments to complete a comprehensive re-write of every job description in the City
- Complete overhaul of the employee performance evaluation system around *PRIDE* values; conducted training for all supervisors and wrote a supervisor manual for the process
- Successful Employee In-Service Training Day

Success is the sum of small efforts, repeated day in and day out.
Robert Collier

AGENDA

Council Agenda Background

PRESENTER:	**Thomas Hoover, PE** **Public Works Director** **Jerry Laverty, Environmental Supervisor**	**DATE:**	**03/24/15**

Work Session

ITEM:

Presentation on the 2015 Mosquito Surveillance and Response Program.

City Manager Review: _____

DISCUSSION:

The City entered into an Interlocal Cooperation Agreement with Tarrant County for the purpose of implementing a West Nile Virus Mosquito Surveillance and Response Program on April 23, 2013. In 2014, the City provided 235 samples to the lab during the 47 weeks of testing. Of those samples, 44 came back positive for West Nile Virus.

Tarrant County's 2015 Mosquito Surveillance Program will implement enhanced measures to help combat mosquito-borne illnesses. The City will continue to provide an aggressive approach, and be proactive in the implementation of the mosquito program. This year, there will be an emphasis on working with property owners through education, assessment of mosquito breeding sites, and public education on new mosquito-borne illnesses.

ATTACHMENTS:

PowerPoint Presentation

COMMUNIQUE

AGENDA

CITY OF BEDFORD CITY COUNCIL PRESENTATION

CITY OF BEDFORD

Focus for Mosquito Program

- Public Works' priority is its City, Citizens and Employees.
- Work in cooperation with Tarrant County Public Health.

SEASONAL TRAPPING

- Seasonal

1. Four Static Gravid Traps – Used to capture Culex Species.
2. Two CDC Light Traps – Used to capture a variety of mosquitoes.
3. Two BG Sentinel Traps – Used to capture Aedes aegypti and Aedes albopictus.

OFF SEASON TRAPPING

- Volunteered to participate in off season trapping

- <u>Off Season Trap Sites</u>

1. Laurel Lane
2. Stormie Jones Park

*Weather has affected off season trapping

TESTING

- All testing is completed by the Tarrant County Public Health Department.
- Samples are gathered weekly during mosquito season.
- Samples are gathered biweekly during the off season.
- Reports are emailed with information containing counts, types and if positive.

WHAT CAN THE TEST TELL US?

- Samples are tested for West Nile and St. Louis Encephalitis.
- Samples will tell us if we have a breeding site problem
- How?
  - Counts
  - Male Mosquitoes
  - Variety of Mosquitoes

INFORMATION

- Information is compiled by Tarrant County Public Health and relayed to the Centers for Disease Control.
- Prior to 2013 information was skewed due to moving the traps.
- Seasonal and Off-Season information will help determine mosquito activity.

LARVICIDING

- We take a proactive approach
- Walk creeks checking for standing pools of water and treat with granular product and oil.
- Wide variety of items to combat mosquito larva in storm drains, channels and stagnant pools.

WHAT WE DO

- Provide home inspections for residents.
- Provide presentations for HOAs, nursing homes, community groups, schools and distribute educational material.
- Mosquito Awareness Program on Monday, June 8, 2015 from 10:00 a.m. - 11:00 a.m., Senior Center.
- Mosquito Awareness Program on Thursday, June 25, 2015 from 6:30 p.m. – 8:30 p.m., Bedford Public Library.
- Treat City of Bedford event sites.

TEXAS

Texas is known as a State that tends to use adulticide for mosquito control versus using larvicide.

PREVENTION

- The City of Bedford Public Works Department plans to implement its surveillance and treatment program earlier than last year.
- Will use Google Maps to search for possible breeding sites.
- Implement cost effective strategies to assist in the war against Mosquitoes!

AGENDA

Council Agenda Background

PRESENTER:	**Thomas Hoover, PE** **Public Works Director** **Kenneth Overstreet, Field Operations Manager**	**DATE:**	**03/24/15**

Work Session

ITEM:

Presentation of the 2014 Annual Report on the Texas Commission on Environmental Quality Sanitary Sewer Outflow Initiative Program.

City Manager Review: _____

DISCUSSION:

Kenneth Overstreet will present an overview of the 2014 Annual Report and the status of current sewer projects.

ATTACHMENTS:

PowerPoint Presentation
SSOI Report

COMMUNIQUE

AGENDA

Texas Commission on Environmental Quality

2014 Sanitary Sewer Overflow Initiative (SSOI)

2014 Sanitary Sewer Overflow Initiative Review

- December 2013 - Bedford completed first five years of Sanitary Sewer Overflow Initiative
- December 2013 - Bedford entered into a contract with Gary Burton Engineering, Inc.
- January 2014 - Bedford entered into a two year extension of the Sanitary Sewer Overflow Initiative

2014 Sanitary Sewer Overflow Initiative

- The City has worked with worked with Gary Burton Engineering, Inc. to evaluate the current sewer system in the 19.1 drainage basin and to design one million dollars in renewals

Projects:

- Bedford Boys Ranch Outfall Sewer - Presently in construction
- 19.1W 10” Outfall Sewer on Spring Valley - Work started on March 1, 2014
- Clean and TV Harwood Terrace, Rollingwood and Bell Manor Subdivision – Notice to proceed issued March 13, 2014
- 19.1W 12” Outfall Sewer on Kelmont Park - Designed

2014 Sanitary Sewer Overflow Initiative

In addition to renewing or replacing sewer mains, the City is required to clean 20% of the sewer system, inspect 20% of existing manholes and repair as necessary, video inspect 14,000 feet of sewer lines and provided public education on proper disposal of grease and cooking oil.

Completed:

- Cleaned 32% of the system lines: 270,697 feet out of 830,000 feet
- Inspected 27% of the system manholes: 750 out of 2,750 manholes
- Repaired 14 manholes

2014 Sanitary Sewer Overflow Initiative

(continued)

- Video inspected 28,737 feet, which meets the minimum requirement of 14,000 feet
- Fats oil grease articles were placed in the quarterly Bedford Connection Magazine, collected cooking oil year round, provided apartment complexes with grease funnels and fat trapper bags to pass out to their residents, passed out information at the 4th Fest, Bluesfest, the Community Affairs Commission's block party and home owners association meeting and at Tarrant County Collage's 2nd Annual Community and High School Showcase

2014 Sanitary Sewer Overflow Initiative

Questions?

CITY OF BEDFORD TEXAS

March 16, 2015

(AUSTIN) CERTIFIED MAIL – RETURN RECEIPT REQUESTED 70142120000412226196
(FORT WORTH) CERTIFIED MAIL – RETURN RECEIPT REQUESTED 70142120000412226189

Ms. Mary Matl
Order Compliance Team
Enforcement Division, MC 149A
Texas Commission on Environmental Quality
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

This report shall serve as the City of Bedford's Annual Report of 2014 for the Sanitary Sewer Overflow Initiative Enforcement Case No. 35291. The Agreement between the City of Bedford and the Texas Commission on Environmental Quality was effective February 27, 2008.

The City entered into an agreement with Gary Burton Engineering, Inc. to prepare a 5 year Capital Improvements Plan for 2013-18 of sanitary sewer improvements necessary to complete Sanitary Sewer Overflow Initiative (SSOI) and requested to TCEQ for a 2 year extension, in accordance with Provision #12 of the Enforcement Agreement. Request was granted February 15, 2014.

Annual Report 2014 by Provision

1. 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.

   - 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 identified in the study which was completed in 2012. The construction of this project was funded through CIP funding and will begin construction in 2013.

- The City authorized preparation of plans and specifications for Segment 11, Sulphur Branch Trunk Sewer. Engineering was completed 2012. The project will proceed when funding from the TWDB becomes available.

- On, December 2, 2013 the City entered into a contract with Gary Burton Engineering, Inc. to design the following projects:

    - Bedford Boys Ranch Outfall Sewer Renewal presently in construction.
    - Renew Basin 19.1W 10" Outfall Sewer with 12" in Kelmont Park from Schumac Lane to Shirley Way, has been designed but has not bid out yet.
    - Clean and TV Subdivisions (Harwood Terrace, Rollingwood, Bell Manor), CBGA Funded with contracts being signed with a March 1, 2015 start date.
    - Renew Basin 19.1 W 10" Outfall Sewer with 12" in Spring Valley Dr. from Harwood to Simpson Terrace, bid has been awarded with a start date of March 1, 2015.

1. 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. (Completed)

2. 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.

3. During 2014, the City inspected 27% of the system manholes: 750 out of 2,750 total manholes. This meets the annual minimum requirement of 20% of the system manholes.

4. During 2014, the City cleaned 32% of the system lines: 270,697 ft out of 830,000 total ft of system lines. This meets the annual minimum cleaning requirement of 20% of the system lines.

5. During 2014, the City video inspected 28,737 ft of system lines, which meets the annual minimum requirement of 14,000 ft of system lines.

6. 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 Shumac Lane).

7. August and December 2014. The Environmental Supervisor collected used cooking oil from residents all year around. The Environmental Supervisor continued to provide apartment managers with grease funnels, as needed, to provide to their residents. City staff also passed out 300 grease funnels and fat trapper bags to residents and visitors at Tarrant County College 2nd Annual Community & High School Showcase, (March 1, 2014), Community Affairs Commission Home Owners Association Board Meeting, (May 14, 2014), 4th Fest, (July 4, 2014), Bedford Bluesfest, (August 29-30, 2014), Community Affairs Commission Block Party, (September 25, 2014). 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.

8. The 2014 Annual Report will be presented to Bedford City Council on March 24, 2015.

9. This Annual Report for 2014 shall satisfy the requirements set by Provision 10. Any copies of forms for manhole inspections, video inspections, or routine cleaning are available upon request. Contact Dan Mitchell at dan.mitchell@bedfordtx.gov.

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 Thomas L. Hoover at the number listed below.

Sincerely,

Thomas L. Hoover, P.E.
Public Works Director
(817)952-2200
thomas.hoover@bedfordtx.gov

Cc: Jeff Tate, Water Section Manager
SSOI File

AGENDA

From: Ray Champney
Sent: Tuesday, March 10, 2015 9:26 PM
To: Wells, Michael
Subject: RE: Executive Session Agenda Item March 24th

Michael:

Does this work:

"Council discussion on administrative and communications processes and procedures regarding personnel and the city manager search."

Ray Champney
Place 3
Bedford City council

AGENDA

Council Agenda Background

PRESENTER:	James Tindell, Fire Chief Roger Gibson, Interim City Manager Tom Hoover, Public Works Director Maria Redburn, Library Director	**DATE:**	03/24/15

Council Recognition

ITEM:

Employee Service Recognition

City Manager Review: _____

DISCUSSION:

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

Jorden Keefer	Fire Department	5 years
Kenneth Overstreet	Public Service	5 years
Teresa McGill	Police Department	10 years
Barbara Johnson	Community Services	25 years

ATTACHMENTS:

N/A

AGENDA

Council Agenda Background

PRESENTER: Jim Griffin, Mayor **DATE:** 03/24/15

Council Recognition

ITEM:

Proclamation declaring April 2015 as Child Abuse Prevention Month in the City of Bedford.

City Manager Review: _____

DISCUSSION:

David Wheelwright, Alliance For Children Board President, will be present to accept the proclamation.

ATTACHMENTS:

Proclamation
Letter of Request

COMMUNIQUE

AGENDA

CITY OF
BEDFORD

Proclamation

WHEREAS, 168,164 investigations regarding reports of child abuse or neglect were reported in Texas in 2014; and

WHEREAS, 6,097 cases of child abuse and neglect were confirmed in Tarrant County in 2014; and

WHEREAS, 11 child deaths were attributed to abuse or neglect in 2014; and

WHEREAS, Alliance For Children provided child-focused services to 2,028 children in 2014; which included 347 in the Northeast community; and

WHEREAS, Alliance For Children provided prevention education to over 30,000 adults and children in Tarrant County in 2014; and

WHEREAS, these prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement, parents and the business community; and

WHEREAS, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim the month of April 2015 as:

Child Abuse Prevention Month

in the City of Bedford and urge all citizens to work together to help reduce child abuse and neglect significantly in the years to come.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this 24th day of March, 2015.

_____

JIM GRIFFIN, MAYOR

From: Helen Ortega
To: Wells, Michael
Subject: Prevent Child Abuse Month April 2015
Date: Thursday, February 05, 2015 11:18:36 AM
Attachments: image001.png
image002.png
image003.png
Proclamation2015.docx

Dear Mr. Wells,
Child Abuse Prevention Month is coming up in April! We ask the city of Bedford to show support by supporting a city proclamation. A representative from Alliance For Children would be happy to attend and accept the proclamation. I have attached a sample proclamation and I would appreciate it if you could let me know if it can be read at one of your city council meetings.

Again, thank you for your continued support we look forward to working with you. Should you have any questions; please contact me.

Thank you,

Helen Ortega
Community Liaison, NE Center
817-427-3110 - phone
www.allianceforchildren.org

AGENDA

Council Agenda Background

PRESENTER: Jim Griffin, Mayor **DATE:** 03/24/15

Council Recognition

ITEM:

Proclamation recognizing the month of April as National Safe Digging Month.

City Manager Review: _____

DISCUSSION:

National Safe Digging Month raises public awareness for the health and safety of citizens by calling the number 811 for locating underground buried utility lines before any type of excavation.

Safe digging practices are important to prevent potential hazards such as striking live electric or gas lines. The City's water system can also be compromised if the water main is hit during excavation. Calling 811 for a utility locate can help prevent these types of unforeseen consequences.

Thomas L. Hoover, P.E, Public Works Director, and Jerry Laverty, Environmental Supervisor, will be accepting this proclamation.

ATTACHMENTS:

Proclamation

COMMUNIQUE

AGENDA

CITY OF

BEDFORD

Proclamation

WHEREAS, each year underground utility infrastructure is jeopardized by unintentional damage by those who fail to call 8-1-1, the national call before you dig number, to have underground lines located prior to digging. Undesired consequences such as service interruptions, damage to the environment, personal injury and even death are the potential risk; and

WHEREAS, through education of safe digging practices, excavators and homeowners can save time and money while keeping everyone safe and connected by making one simple call to 8-1-1 in advance of any digging project; waiting the required amount of time; respecting the marked lines by maintaining visual definition throughout the course of the excavation; and digging with care around the marks.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim April 2015, as:

National Safe Digging Month

in Bedford and we encourage excavators and homeowners throughout the city to always call 8-1-1 before digging. Safe digging is no accident.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this 24th day of March 2015.

_____

JIM GRIFFIN, MAYOR

AGENDA

Council Agenda Background

PRESENTER: Michael Wells, City Secretary **DATE:** 03/24/15

Minutes

ITEM:

Consider approval of the following City Council minutes:
a) March 10, 2015 regular meeting
b) March 12, 2015 special meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

March 10, 2015 regular meeting
March 12, 2015 special meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 6:00 p.m. in the Conference Room, Work Session at 6:15 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 10th day of March, 2015 with the following members present:

Michael Boyter	Mayor Pro Tem
Ray Champney	Council Members
Jim Davisson	
Steve Farco	
Roger Fisher	
Roy W. Turner	

constituting a quorum.

Mayor Griffin was absent from the meeting.

Staff present included:

Roger Gibson	Interim City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Kelli Agan	Technical Services Manager
Natalie Foster	Marketing Specialist
Les Hawkins	Deputy Police Chief
Kenny Overstreet	Field Operations Manager
Mirenda McQuagge-Walden	Managing Director

CONFERENCE ROOM WORK SESSION

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

- **Interview for appointment to the Street Improvement Economic Development Corporation.**

The Council conducted an interview for the Street Improvement Economic Development Corporation.

Mayor Pro Tem Boyter adjourned the Work Session at 6:09 p.m.

COUNCIL CHAMBER WORK SESSION

Mayor Pro Tem Boyter called the Work Session to order at 6:15 p.m.

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

Council discussed placing the following items on consent: 1, 3, 4 and 5.

Technical Services Manager Kelli Agan presented information regarding Item #3, which is to pursue grant funding through the Texas Department of Transportation (TxDOT). TxDOT receives funding through the National Highway Safety Administration, and this grant is for a specialized traffic enforcement detail for driving while impaired. The program would be in place for several days around Spring Break and the July 4 and Labor Day holidays. The City already participates in some TxDOT initiatives and this funding would increase the City's participation from 35 hours to 140 hours. The

maximum funding reimbursement is $6,042, with the City's portion of the cash match being $1,012, leaving a maximum of $4,830 to be reimbursed to the City.

Field Operations Manager Kenny Overstreet presented information regarding Item #4. He stated the City went out to bid for concrete panel replacement, curb and gutter work, and sidewalks. The low bid was received from Cam-Crete Contracting in the amount of $186,945. There are approximately 200 locations for sidewalk repair, and this project would cover approximately 7,000 square feet, or 40 percent of the total. There are 70 requests for curb and gutter repairs, and the project would repair 421 square feet, or 80 percent, of the total. There are 90 concrete street panels that need to be replaced, with 936 square feet being considered extreme, and the project would reduce this total by approximately 50 percent. By utilizing this contractor, the City would not need to hire more people or order special equipment, and would reduce their list by 28 percent. In answer to questions from Council, Mr. Overstreet stated that this is a budgeted item; that they have not done this type of bid in three years; that to determine how much to budget, they contacted their contractors to determine what they were getting cost-wise and came up with an average; that $170,000 was budgeted for concrete panels and $70,000 for sidewalks; that for prioritization, the City's thoroughfares rate a high "c" or low "b," while some residential streets are getting into the high "b" and "a" ranges; that staff will ask for funds in the next budget for three more street rebuilds; that they have a five-year projection list and can do about half of the repairs in that timeframe; that they reassess their list twice a year and locations may be reassessed if repeated calls from residents are received; that this project is for sidewalk replacement and not installing new sidewalks; that some items did move up to a higher priority on the list after the reassessment; and that all 200 sidewalks and 90 panels were reassessed.

Mr. Overstreet presented information regarding Item #5. The bid opening for this item was held on February 18 and no bids were received by the 2:00 p.m. deadline. At 2:18 p.m., two bids were received from out-of-state contractors that could not be opened. Staff is asking for Council to reject the bids and to have them returned unopened to the contractors. In answer to questions from Council, Mr. Overstreet stated they were expecting more bids and believes they will get a different result if they re-bid.

Mayor Pro Tem Boyter adjourned the Work Session at 6:27 p.m.

EXECUTIVE SESSION

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

a) **Pursuant to Section 551.087, deliberation regarding economic development negotiations with the City of Euless.**
b) **Pursuant to Section 551.074, personnel matters – City Manager search.**

Executive Session was not held.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 6:30 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Pro Tem Boyter called the meeting to order.

INVOCATION (Pastor Robert White, Cornerstone Church North)

Pastor Robert White of Cornerstone Church North gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

ANNOUNCEMENTS/UPCOMING EVENTS

Marketing Specialist Natalie Foster stated that there is still time to register for the Boys Ranch family campout for Friday from 6:00 p.m. to 8:00 a.m. on Saturday. There will be a movie under the stars, s'mores and sleeping bag story time. The second annual photo scavenger hunt for children ages 12 to 17 will be at the Library on Saturday from 6:00 p.m. to 8:00 p.m. ArtsFest is scheduled for Saturday, March 28. People can enjoy Easter festivities at the Boys Ranch and then head over to ArtsFest, which will feature art, food trucks, craft beers and wine. The event will be from 10:00 a.m. to 4:00 p.m.

OPEN FORUM

Nobody chose to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Champney, seconded by Councilmember Turner, to approve the following items by consent: 1, 3, 4 and 5.

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

APPROVAL OF THE MINUTES

1. Consider approval of the following City Council minutes:
   a) February 24, 2015 regular meeting
   b) March 1, 2015 special meeting

This item was approved by consent.

PERSONS TO BE HEARD

2. The following individual has requested to speak to the Council tonight under Persons to be Heard:
   a) Ed Henderson, 2513 Meadow View, Bedford, Texas 76021 – Requested to speak to the Council regarding EV Public Charging Stations.

Mr. Henderson withdrew his request to speak.

NEW BUSINESS

3. Consider a resolution authorizing the Interim City Manager to enter into an agreement with the Texas Department of Transportation for the FY 2015 National Priority Safety Program grant funding.

This item was approved by consent.

4. Consider a resolution authorizing the Interim City Manager to award the Concrete Sidewalk, Driveway, Ramp/Street Panel and Curb and Gutter Reconstruction at Various Locations Project to Cam-Crete Contracting Inc. in the amount of $186,945.

This item was approved by consent.

5. Consider a resolution authorizing the Interim City Manager to reject the bids for the 2015 Crack Sealing Program at Various Locations Contract.

This item was approved by consent.

6. Consider a resolution appointing a member to serve on the Street Improvement Economic Development Corporation.

Motioned by Councilmember Farco, seconded by Councilmember Davisson, to approve a resolution appointing Martin Hathaway to serve on the Street Improvement Economic Development Corporation.

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

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

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

No report was given.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reminded everybody about Clean Up Bedford/Chunk Your Junk Day scheduled for April 18.

✓ **Community Affairs Commission - Councilmember Boyter**

Mayor Pro Tem reported that the Commission was to hold a business roundtable the previous week, which was cancelled due to the weather and the timeline has not been reset.

✓ **Cultural Commission - Councilmember Champney**

Councilmember Champney reported that the Commission met the previous night and had a hefty agenda. Upcoming events include ArtsFest and the Easter egg hunt on March 28, Taste and Tunes at the Old Bedford School (OBS) on April 2, Twilight Thursdays at the OBS on April 9, 16, 23 and 30, Arts Talk at the OBS on April 20, a pop-up art gallery at the OBS on April 30, Twilight Thursdays at the OBS on May 7, 14 and 21, the storefront art gallery at the shopping center on Harwood Road and Central Drive from June 6 to August 1, FourthFest on July 4, and BluesFest on Labor Day weekend. He discussed the Commission working on getting a 501(c)(3); the amount of money generated through arts and culture in Texas being in the billions; the City of Clifton, Texas, with a population of 4,000 people, establishing a cultural district in 2009, which generated $2.4M in economic activity, $1.1M in earnings and three dozen jobs; how hard the Commission is working; the Texas Cultural Trust 2015 State of the Arts report; HEB ISD being enthusiastic about participating in arts and culture; development equaling opportunities and creating a unique point of differentiation; and the City being home to Arts Council Northeast, the OBS, Trinity Arts Guild, ONSTAGE and the Boys Ranch. He hopes that by next year the application will be in for a designation by the State for a cultural district. He applauded the efforts of the Commission and staff members including Managing Director Mirenda McQuagge-Walden and Events and Cultural Coordinator Jeff Florey.

✓ **Library Board - Councilmember Davisson**

No report was given.

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

No report was given.

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

Councilmember Farco reported that the Teen Court banquet will be on April 16.

8. Council member Reports

Councilmember Farco stated that he attended the HEB Chamber of Commerce Expo and that staff from Community Services, Parks, and the OBS did an outstanding job with the City's booth.

9. City Manager/Staff Reports

No report was given.

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

Executive Session was not held.

ADJOURNMENT

Mayor Pro Tem Boyter adjourned the meeting at 6:44 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 Special Session at 3:00 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 12th day of March, 2015 with the following members present:

Jim Griffin	Mayor
Ray Champney	Council Members
Jim Davisson	
Steve Farco	
Roger Fisher	
Roy W. Turner	

constituting a quorum.

Councilmember Boyter was absent from the meeting.

Staff present included:

Michael Wells	City Secretary
Amanda Jacobs	Assistant City Secretary

CALL TO ORDER

Mayor Griffin called the meeting to order at 3:00 p.m.

EXECUTIVE SESSION

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

   - **Pursuant to Section 551.074, personnel matters – City Manager search.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.074, personnel matters – City Manager search at 3:01 p.m.

Council reconvened from Executive Session at approximately 5:33 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.

2. **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 5:35 p.m.

_____
Jim Griffin, Mayor

ATTEST:

_____
Michael Wells, City Secretary

AGENDA

Council Agenda Background

PRESENTER: See below **DATE:** 03/24/15

Persons to be Heard

ITEM:

a) Ed Henderson, 2513 Meadow View, Bedford, Texas 76021 – Requested to speak to the Council regarding EV Public Charging Stations.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

COMMUNIQUE

AGENDA

02/26/15

I would like to speak on persons to be heard about ev public charging stations.

Ed Henderson
817 283 1799
2513 Meadow View
Bedford, TX 76021

AGENDA

Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager **DATE:** 03/24/15

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

ITEM:

Public hearing to consider an ordinance to rezone a 5.649 acre tract of land located in the J. Doss Survey, Abstract No. 441 and the B.B.B. & C. Railroad Survey, Abstract No. 204, City of Bedford, Tarrant County, Texas, from Heavy Commercial (H)/Master Highway Corridor (MHC) to Planned Unit Development (PUD), for the Glade Parks South Development Standards. The property is generally located north of Cheek-Sparger Road and west of State Highway 121. (Z-267)

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

This is a City initiated rezoning of a 5.649 acre tract of land situated on the northern border of Bedford with the City of Euless. This rezoning is part of a partnership with the City of Euless to allow for the Glade Parks South Development Standards to be adopted by both cities for the development of a big box retail center on the site. The Glade Parks South Development Standards have been developed to a more stringent standard than what is allowed in Bedford's Master Highway Corridor Overlay District.

The Planning and Zoning Commission recommended approval of this application at their February 12, 2015 meeting by a vote of 7-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone a 5.649 acre tract of land located in the J. Doss Survey, Abstract No. 441 and the B.B.B. & C. Railroad Survey, Abstract No. 204, City of Bedford, Tarrant County, Texas, from Heavy Commercial (H)/Master Highway Corridor (MHC) to Planned Unit Development (PUD), for the Glade Parks South Development Standards. The property is generally located north of Cheek-Sparger Road and west of State Highway 121. (Z-267)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Site Plan
Glade Parks South Development Standards
Aerial Photo
Zoning Sign Photo
Planning and Zoning Minutes
Star Telegram Publications

ORDINANCE NO. 15-

AN ORDINANCE TO REZONE A 5.649 ACRE TRACT OF LAND LOCATED IN THE J. DOSS SURVEY, ABSTRACT NO. 441 AND THE B.B.B. & C. RAILROAD SURVEY, ABSTRACT NO. 204, CITY OF BEDFORD, TARRANT COUNTY, TEXAS, FROM HEAVY COMMERCIAL (H)/MASTER HIGHWAY CORRIDOR (MHC) TO PLANNED UNIT DEVELOPMENT (PUD), FOR THE GLADE PARKS SOUTH DEVELOPMENT STANDARDS. THE PROPERTY IS GENERALLY LOCATED NORTH OF CHEEK-SPARGER ROAD AND WEST OF STATE HIGHWAY 121. (Z-267)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Zoning Ordinance be rezoned for property known as a 5.649 acre tract of land located in the J. Doss Survey, Abstract No. 441 and the B.B.B. & C. Railroad Survey, Abstract No. 204, City of Bedford, Tarrant County, Texas, from Heavy Commercial (H)/Master Highway Corridor (MHC) to Planned Unit Development (PUD), for the Glade Parks South Development Standards. The property is generally located north of Cheek-Sparger Road and west of State Highway 121.

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

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

SECTION 2. **That Section 2 of the Zoning Ordinance be amended and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended so that the land described as:**

A 5.649 acre tract of land located in the J. Doss Survey, Abstract No. 441 and the B.B.B. & C. Railroad Survey, Abstract No. 204, shall be shown as approved by this ordinance.

SECTION 3. **That the site plan showing the location of the proposed building and site layout is approved as a component of this ordinance approval. Any revisions to the property that deviate from the attached hereto shall require an amendment to this ordinance.**

SECTION 4. **That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.**

SECTION 5. **That it is hereby declared the intention of the City Council of the City of Bedford, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.**

SECTION 6. **That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars ($2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.**

SECTION 7. **That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Bedford and the laws of the State of Texas.**

ORDINANCE NO. 15-

PRESENTED AND PASSED this 24th day of March, 2015 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

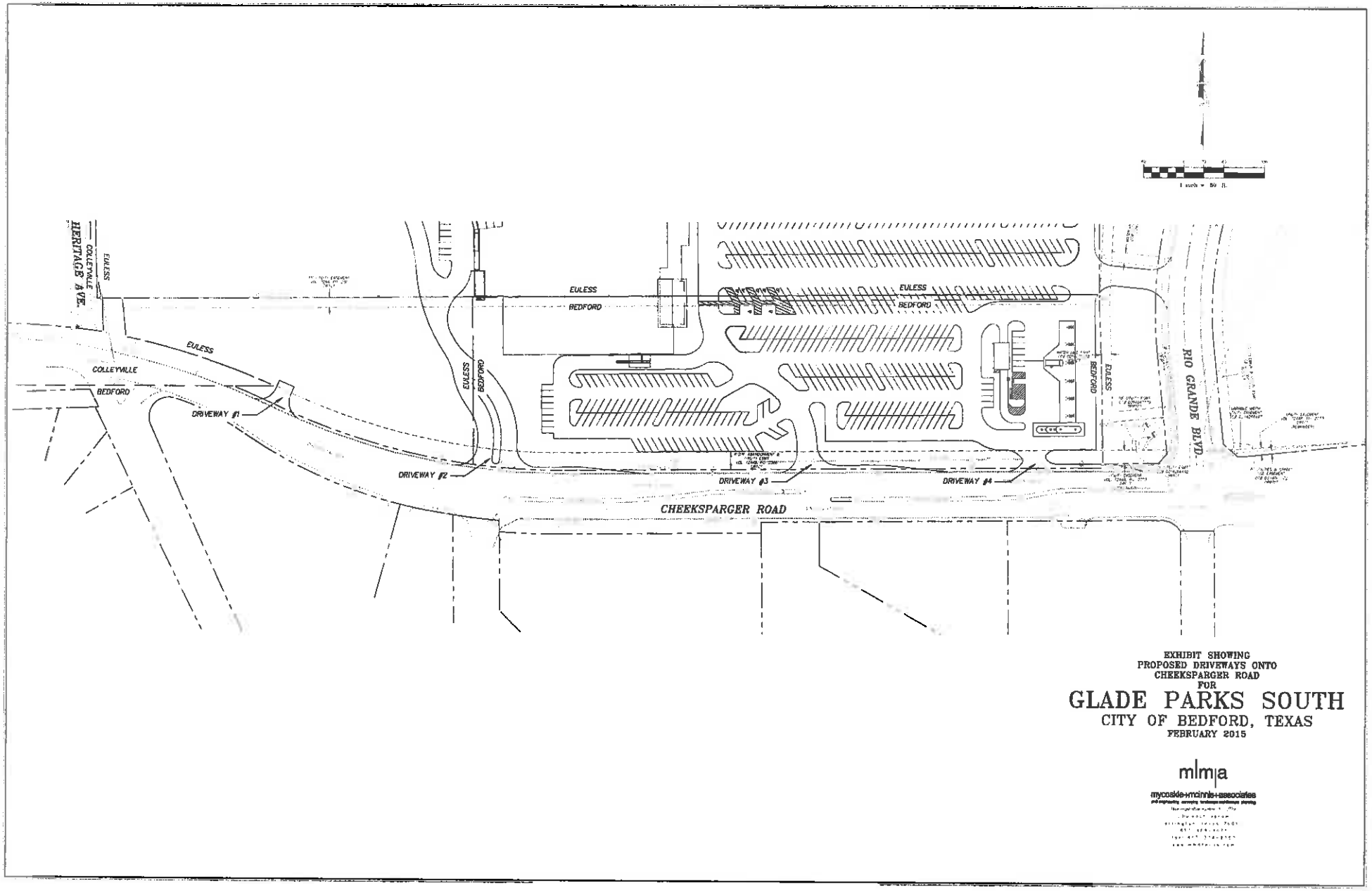
HERITAGE AVE.
COLLEYVILLE
EULESS
BEDFORD
DRIVEWAY #1
DRIVEWAY #2
DRIVEWAY #3
DRIVEWAY #4
CHEEKSPARGER ROAD
RIO GRANDE BLVD.
EXHIBIT SHOWING
PROPOSED DRIVEWAYS ONTO
CHEEKSPARGER ROAD
FOR
GLADE PARKS SOUTH
CITY OF BEDFORD, TEXAS
FEBRUARY 2015
mlma
mycoskie+mcinnis+associates

Exhibit C

GLADE PARKS SOUTH

A Planned Development District

in the

CITY OF BEDFORD, TEXAS

DRAFT

TONTI
PROPERTIES

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Legal Description
For
Glade Parks South

Insert Legal Description (City of Bedford Area)

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Section II

Statement of Intent and Purpose for Glade Parks South

The Glade Parks South Planned Development District (hereinafter the "District") is intended to promote the creation of contained, mixed-use development consisting of major retail, restaurants, and a residential neighborhood. There are six (6) acres within the large scale retail area of the District located in the City of Bedford (Bedford) on the north side of Cheek-Sparger Road, with the remainder of the District located in City of Euless (Euless). The District is designed to encourage and permit a wide range of integrated land uses within a framework of private drives. The intent is to accommodate a range of compatible land uses, mixing employment opportunities with housing, retail, and service uses. The District emphasizes control over the scale and urban form of each building -- building setback, size, and height -- as well as the relationship of development to the street, street landscaping, and other characteristics. Glade Parks South enhanced architectural design elements will be portrayed throughout the District. Chain retailers and restaurants will incorporate the paving, lighting, landscape, and site furnishings found throughout Glade Parks South. The consistency of elements will enhance the overall character of the development.

The purpose of the residential component is to provide a suitable area for the development of residential housing in the form of urban residential units. The development should be designed in an architecturally unified manner and provide adequate vehicular parking and circulation needs.

These Glade Parks South Planned Development District Standards (hereinafter the "PD Standards") included as Section III define the regulations applicable to new development within the District including a large scale retail use which will be compatible with development of neighboring communities. The PD Standards are intended to ensure the provision of a quality planned development over time.

Glade Parks South will be a contemporary mixed use development comprised of a pedestrian oriented residential and commercial community which provides traditional destination retail and restaurants. In this fashion, Glade Parks South enhances community opportunities for Bedford and Euless, while at the same time enabling the development to serve regional needs.

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Section III

Development Standards
for
Glade Parks South

1 Glade Parks South Development Plan

1.1 General. The Glade Parks South Development Plan, attached to these PD Standards as Exhibit "A" and incorporated herein, delineates the boundaries of the planned development district.

1.2 Conformance with Glade Parks South Development Plan. Development of a sub-district or tract within the Property must generally comply with the Glade Parks South Land Use Plan attached hereto.

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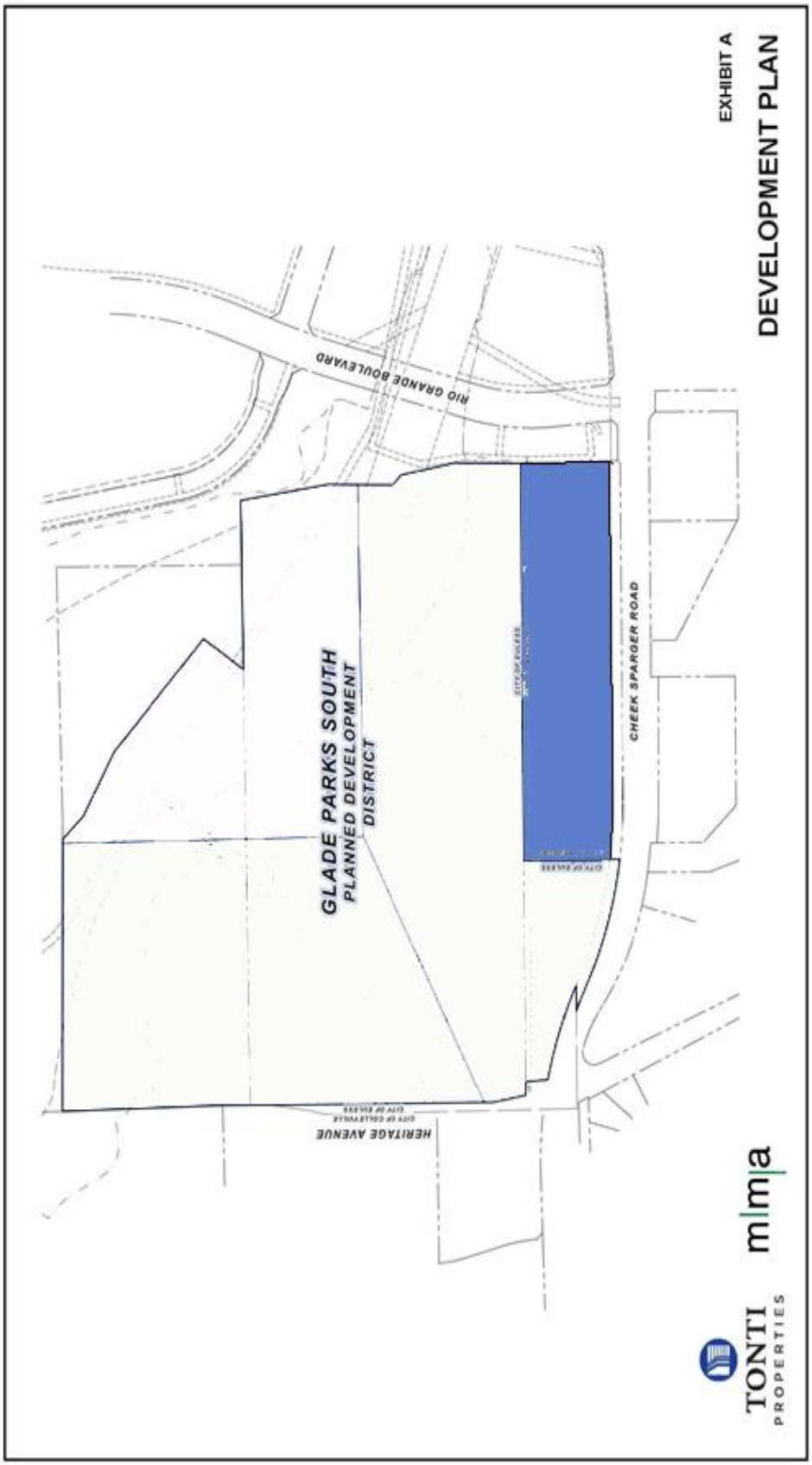
EXHIBIT A
DEVELOPMENT PLAN
RIO GRANDE BOULEVARD
GLADE PARKS SOUTH
PLANNED DEVELOPMENT
DISTRICT
CHEEK SPARGER ROAD
HERITAGE AVENUE
TONTI
PROPERTIES
m|m|a

1 Applicability and Rules of Construction

2.1 Applicability. The requirements of these PD Standards are mandatory and all development on land located within the boundaries of the Glade Parks South Planned Development District must adhere to the rules and regulations set forth herein. Prior to development within the district, the requirements of development approval process contained in the Subdivision Regulations, must be satisfied.

2.2 Rules of Construction. Except as provided by these PD Standards, development within the Glade Parks South Planned Development District is governed by all applicable City regulations. In the event of any conflict or inconsistency between these PD Standards and the applicable City regulations, the terms and provisions of these PD Standards shall control. In the event a development standard or regulation is not addressed herein, other City regulations apply. Local building codes, life safety codes, and all applicable Federal, State and Local regulations take precedence where any standard requires or recommends actions that are in conflict with such codes and regulations.

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2 Permitted Uses

3.1 Land Uses. Only uses listed in the Permitted Use Table below are permitted in The Glade Parks South. If there is a question as to whether an unlisted use is permitted, the Director of Planning shall make a determination whether the use is permitted or prohibited. The letter "P" in the district column opposite the listed permitted use means that the use is permitted as a use of right in that sub-district, subject to compliance with the requirements specified in the Special Conditions column. The letter "S" in the district column opposite the listed use means that the use is permitted in that sub-district subject to a Specific Use Permit approved by the City Council of the City of Bedford.

3.2 Permitted Use Table.

SIC CODE	Permitted Primary Uses	District	Parking Group (schedule below)
		Glade Parks South Large Scale Retail	
	AGRICULTURAL ACTIVITIES		
0752	Kennels and pounds	S	8
13**	Oil and Gas Extraction	S	
	RESIDENTIAL ACCOMMODATIONS		
7011	Hotels and Motels (limited service) 1	S	1
7011	Hotels and Motels (full service) 2	P	1
8361	Senior Citizens Assisted Living	S	1
	INSTITUTIONAL AND EDUCATION FACILITIES		
805*	Nursing and Personal Care Facilities	S	22
8062	Hospitals	S	22
8211	Elementary Schools (Private)	S	19
8211	Elementary Schools (Public)	S	19
8211	Middle or Junior High Schools (Private)	S	18
8211	Middle or Junior High Schools (Public)	S	18

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SIC CODE	Permitted Primary Uses	District Glade Parks South Large Scale Retail	Parking Group (schedule below)
8211	Secondary or Senior High Schools (Private)	S	17
8211	Secondary or Senior High Schools (Public)	S	17
8221	Colleges or Universities (Public or Private)	S	16
8231	Libraries and Information Centers	P	7
824*	Vocational and Correspondence Schools	S	16
8351	Day Care and Nursery Facilities (more than five children)	S	20
8351	Day Care and Nursery Facilities (five or fewer children)	P	20
83**	Social Services (other than below)		6
8412	Museums, Galleries	P	9
8422	Botanical Gardens	P	9
86**	Nonprofit Private Membership Organizations	S	8
91**	Federal, State, and Local Government Uses	S	8
	PUBLIC UTILITY AND COMMUNICATION FACILITIES		
48**	Antennas less than 35 feet high	S	
48**	Antennas less than 60 feet high	S	
48**	Telecommunications Facilities and Broadcast Stations (manned)	S	8
48**	Telecommunications Facilities and Broadcast Stations (unmanned) (with screening)	S	
4899	Radar Stations		20
4899	Satellite Reception Dishes (<= 3 ft. dia.)	P	
4899	Satellite Reception Dishes (> 3 ft. dia.)	S	
4939	Utility Transmission Facilities (High Voltage, Petroleum, etc.)	S	
4941	Private Lift Stations	S	

DRAFT

SIC CODE	Permitted Primary Uses	District	Parking Group (schedule below)
		Glade Parks South Large Scale Retail	
4941	Water Storage, Control, and Pumping Facilities	S	
****	Recycling collections centers	S	
	OFFICE USES		
60**	Banks, Depository Institutions except Drive Through	P	8
60**	Drive Through Banks, Depository Institutions	S	8+27
61**	Nondepository Credit Institutions		8
62**	Security Brokers and Commodity Brokers	P	8
64**	Insurance Agencies	P	8
65**	Real Estate Agencies	P	8
807*	Medical and Dental Laboratories	P	6
808*	Outpatient Care Facilities	P	6
80**	Health-Related Professional Services (other than below)	P	6
81**	Legally-Related Professional Services	P	8
871*	Design-Related Professional Services	P	8
872*	Financially-Related Professional Services	P	8
7389	Call center for on-site office space	P	
	RETAIL TRADE		
****	Temporary Retail Uses	P	6
5211	Lumber, Building Materials (indoor only)	P	9
5211	Lumber, Building Materials (open storage)	S	9+14
5231	Paint, Glass and Wallpaper Stores	P	6
5251	Hardware Stores (under 5,000 SF GFA)	P	
5251	Hardware Stores (over 5,000 SF GFA)	P	6
5261	Lawn and Garden Centers	S	6

DRAFT

SIC CODE	Permitted Primary Uses	District	Parking Group (schedule below)
		Glade Parks South Large Scale Retail	
53**	General Merchandise Stores	P	6
54**	Food Stores (over 5,000 SF GFA)	P	6
54**	Grocery Store with accessory Uses [3]	P	6
54**	Food Stores (under 5,000 SF GFA)	P	
5531	Auto and Home Supply Stores (indoor only)	P	6
5541	Gasoline Sales/Convenience Stores [3]	P	21
5561	Recreational Vehicle Sales or Rental		14
5599	Utility Trailer Sales or Rental		14
56**	Apparel and Accessory Stores (< 5,000 SF GFA)	P	
56**	Apparel and Accessory Stores (> 5,000 SF GFA)	P	6
57**	Furniture and Home Furnishings Stores	P	9
5812	Eating Establishments (with ancillary dedicated curbside pick-up)	S	5
5812	Eating Establishments (drive through)	P	5 + 28
5812	Eating Establishments (except drive through)	P	5
5812	Drinking establishments	S	
5812	Microbrewery	S	
5812	Food Caterers (Commercial)	P	8
5812	Food Caterers (Retail)	P	8
5912	Drug Stores and Proprietary Stores (excluding Novelty Stores)	P	6
5921	Pawn shops		
5921	Beer and Wine Stores only	S	6
5932	Used Merchandise Stores	S	6
5932	Consignment and Antique Stores/Dealers (indoor sales only)	P	6
5941	Sporting Goods Stores and Bicycle Shops	P	6

DRAFT

SIC CODE	Permitted Primary Uses	District	Parking Group (schedule below)
		Glade Parks South Large Scale Retail	
5942	Book Stores (general)	P	6
5942	Book Stores (adult)		
5943	Stationery Stores	P	6
5944	Jewelry Stores	P	6
5945	Hobby, Toy, and Game Shops (< 5000 sf gfa)	P	
5945	Hobby, Toy, and Game Shops (> 5000 sf gfa)	P	6
5946	Camera and Photographic Supply Stores	P	6
5947	Gift and Souvenir Shops (excluding Novelty Shops)	P	6
5948	Luggage and Leather Goods Stores	P	6
5949	Sewing, Needlework and Piece Goods-Retail	P	6
5992	Florists	P	6
5993	Cigar Stores		6
5994	News Dealers	P	6
5995	Optical Goods Stores	P	6
596*	Nonstore Retailers	P	14
5999	Miscellaneous Retail Stores, Not Elsewhere Classified	S	6
	Pet Store (veterinary services and pet hotel may occupy up to 40% of space)	P	
	PERSONAL SERVICES		
4119	Park and Ride Commuting Facilities	P	
472*	Travel Agents	P	8
7212	Garment Pressing and Agents for Laundry or Dry Cleaning	P	8
7216	Dry Cleaning Plants	S	11
7221	Photographic Studios, Portrait	P	8
7231	Beauty Shops	P	8
7241	Barber Shops	P	8
7251	Shoe Repair and Shine Shops	P	8

DRAFT

SIC CODE	Permitted Primary Uses	District	Parking Group (schedule below)
		Glade Parks South Large Scale Retail	
7299	Miscellaneous Personal Services, Not Elsewhere Classified	S	8
7631	Watch, Clock, and Jewelry Repair	P	6
	BUSINESS SERVICES		
****	Phone Banks		20
7311	Advertising Agencies	P	8
7312	Outside Advertising Services (other than below)	P	8
7312	Outside Advertising Services (office facilities only)	P	8
732*	Consumer Credit Reporting and Collection Agencies	S	8
736*	Personnel Supply Services	P	8
7378	Computer Maintenance and Repair	P	8
737*	Computer and Data Processing Services	P	8
7389	Trading Stamp Services	P	8
7389	Miscellaneous business services	P	
7389	Business Services, Not Elsewhere Classified	S	8
7629	Electronic Equipment Repair	P	8
87**	Management, Engineering, Accounting, Consulting, or Public Relations	P	8
	AUTOMOTIVE AND REPAIR SERVICES		
7514	Passenger Car Rental (with on-site vehicle storage)	S	15
7521	Parking Structures (commercial)	S	
7542	Car Washes (Full Service)	S	27
	AMUSEMENT AND RECREATIONAL SERVICES		
781*	Motion Picture Production	P	10
782*	Motion Picture Distribution	P	10
7832	Motion Picture Theaters (general)	P	23
7841	Video Rental	P	6

DRAFT

SIC CODE	Permitted Primary Uses	District	Parking Group (schedule below)
		Glade Parks South Large Scale Retail	
7911	Dance Halls and Clubs	S	8
7911	Dance Studios and Schools	S	8
792*	Theatrical Producers, Bands, and Entertainers (Agents)	P	8
793*	Bowling Centers	S	26
7991	Health Clubs or Fitness Centers	P	5
7993	Coin Operated Amusement Devices and Arcades	S	6
7997	Membership Sports and Recreation Clubs	P	6
7999	Miniature Golf Centers		25
7999	Pool Halls and Billiards Parlors	S	26
7999	Swimming Pools (Private Residential)		
7999	Swimming Pools (Private Non-Residential)	P	
7999	Amusement Services, Not Elsewhere Classified	S	6
	TRANSPORTATION FACILITIES		
480*	Communication	P	
9221	Police Station	S	6
9224	Fire Station	S	8

Notes:

1. Extended stay hotels are not permitted in this planned development district.

2. A "Full Service" hotel offers sleeping accommodations along with full food and beverage service for three meals per day, meeting space and other guest amenities. Rooms in a full service hotel may be suites, each with a parlor and a sleeping room, separated by a floor to ceiling partition.

3. Grocery Stores with accessory uses shall be defined as any food store over 50,000 square feet selling dry goods, groceries, convenience and specialty foods, beer, wine, and similar consumer goods which have ancillary uses which may include gasoline fuel sales; accessory car wash; café with curbside pick-up or "food on the run" sales models and open air vending which is the sale of any merchandise or goods from an outdoor location upon privately-owned property not within any permanent building or structure designed for the sale of such goods. The term open air vending shall specifically include the sale of merchandise from "tents" or "kiosks" owned, permitted and operated by the primary grocery store.

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Parking Group Schedule

Group	Minimum Number of Off-Street Parking Spaces
1	1 per unit
2	1.6 per unit
3	2 per unit
4	1 per 50 sq. ft. of gross floor area plus 12
5	1 per 100 sq. ft. of gross floor area
6	1 per 200 sq. ft. of gross floor area
7	1 per 250 sq. ft. of gross floor area
8	1 per 300 sq. ft. of gross floor area
9	1 per 400 sq. ft. of gross floor area
10	1 per 500 sq. ft. of gross floor area
11	1 per 600 sq. ft. of gross floor area
12	1 per 800 sq. ft. of gross floor area
13	1 per 1,000 sq. ft. of gross floor area
14	1 per 1,000 sq. ft. of gross site area
15	1 per 1,500 sq. ft. of gross site area
16	1 per 3 students
17	1 per 5 students
18	1 per 15 students
19	1 per 25 students
20	1 per employee on largest shift
21	1 per bay or pump island
22	1 per 4 beds
23	1 per 4 seats
24	1 per 6 machines
25	5 per hole
26	5 per alley or table
27	3 queuing spaces per bay or stall
28	5 queuing spaces per bay or stall

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4. Development Standards for Glade Parks South Large Scale Retail Sub-district

4.1 Purpose. The Glade Parks South Large Scale Retail Sub-district, by virtue of its location, depth, width, size and visibility lends itself to a big-box retail environment. It is intended that these uses possess site designs, architectural themes and overall spatial relationships that serve to complement and enhance the economic and aesthetic value of the State Highway 121 Gateway area as a whole. The architectural style and quality of Glade Parks South will be an interesting and appropriate mix of high end elements and materials creating a unique and unified upscale environment intended to be a major attraction for the City of Bedford. For purposes of applying the development standards herein, the Large Scale Retail Sub-district is identified in Exhibit B.

4.1.1 In the event a development standard or regulation is not addressed herein, the standards of the H district shall apply.

4.2 District development standards.

4.2.1 Minimum lot area: 22,500 Square feet, except for common area lots for which there is no minimum lot area.

4.2.2 Minimum lot width: 130 Feet

4.2.3 Minimum front yard: 20 Feet

4.2.4 Minimum side yard: 0 feet from nonresidential, 20 feet from residential.

4.2.5 Minimum rear yard: No minimum when contiguous to another nonresidential use. Equal to the height of structure within one hundred (100) feet of the Urban Lofts sub-district.

4.2.6 Maximum lot coverage: 90 percent.

4.2.7 Maximum structure height: None

4.2.8 Utility services: All utility services shall be buried.

4.3 Minimum exterior façade:

4.3.1 Non Residential

4.3.1.1 One Hundred (100) percent masonry veneers on all façades. This requirement may be met using a combination of stucco, stone, brick, split face block or cultured stone (area containing glass shall be included in the 100 percent calculation). Masonry includes standard brick, manufactured stone, tilt wall, split face concrete masonry units and similar approved materials. Glazed and/or painted common smooth-face concrete masonry units may not constitute more than 25% of the area comprised of concrete masonry units or tilt walls.

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4.4 Minimum landscaping. The following conditions for landscaping shall be made for all non-residential development.

4.4.1 Area required. On all lots, not less than 15 percent of the area of the street yard shall be landscaped area. All of the required landscaped area shall be located in the street yard and parking lots.

4.4.2 Trees required. At least one large tree of at least three inches in caliper and 12 feet in initial height shall be provided as follows:

(1) Street yards less than 10,000 square feet. In street yards of less than 10,000 square feet, one tree per 1,000 square feet, or fraction thereof, of street yard shall be maintained.

(2) Street yards between 10,000 and 100,000 square feet. In street yards of more than 10,000 square feet and not more than 100,000 square feet, not less than ten trees plus one tree per 2,000 square feet, or fraction thereof, of street yard area over 10,000 square feet shall be maintained.

(3) Street yards of more than 100,000 square feet. In street yards of more than 100,000 square feet, not less than 55 trees plus one tree per 4,000 square feet, or fraction thereof, of street yard area over 100,000 shall be maintained.

(4 Credit for existing trees. An existing or planted tree of at least six inches in diameter and at least 15 feet in height shall be considered as two trees for purposes of satisfying this requirement. All existing trees used to satisfy the minimum required number of trees shall be maintained in an undisturbed permeable area contained within the dripline of the tree.

(5) Ornamental trees. In lieu of one large tree, two small trees (as listed on the plant list contained herein) may be used. Said small trees shall be a minimum of six feet in height at the time of planting. Not more than 50 percent of the required large trees may be substituted by installing ornamental trees at a rate of two ornamental trees to one large tree. All newly planted trees shall be planted in permeable area of not less than three feet in diameter.

4.4.3 Shrubbery required. Placement of shrubbery shall be taken into consideration as to the plant at full maturity, and be located so as not to conflict with vehicular or pedestrian traffic visibility. Shrubbery shall be provided as follows:

(1) Street yards of less than 10,000 square feet. In street yards of less than 10,000 square feet, not less than one shrub shall be maintained for every 50 square feet of the area required to be landscaped.

(2) Street yards between 10,000 and 100,000 square feet. In street yards

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having at least 10,000 and not more than 100,000 square feet, 30 shrubs plus one shrub per 100 square feet of required landscaped area over 1,500 square feet shall be provided.

(3) Street yards more than 100,000 square feet. In street yards of more than 100,000 square feet, not less than 165 shrubs plus one shrub per 500 square feet of required landscaped area over 15,000 square feet shall be maintained.

4.4.4 Ground cover required. Ground cover shall be provided as follows:

(1) Street yards less than 10,000 square feet. In street yards of less than 10,000 square feet, not less than ten percent of the land area required to be landscaped shall be maintained in ground cover.

(2) Street yards 10,000 square feet or more. In street yards of 10,000 square feet or more, not less than 150 square feet of ground cover plus five percent of the required landscaped area over 1,500 square feet (up to 4,000 square feet) shall be maintained in ground cover.

The remaining landscaped area shall be maintained in lawn grass and bedding plants, with mulch used around bedding plants, shrubs and trees. All ground cover areas shall be kept clear of weeds and undergrowth.

4.4.5 Parking lots and vehicular use areas. A minimum amount of the total area of all vehicular use areas shall be devoted to landscaped islands, peninsulas or medians.

(1) Street yard area. The minimum total area in such islands, peninsulas and medians in the street yard shall be 90 square feet for each 12 parking spaces. Landscape islands, peninsulas and medians located in the street yard may be included in calculating the minimum required landscape in the street yard.

(2) Nonstreet yard area. The minimum total area in such islands, peninsulas and medians in the nonstreet yard shall be 60 square feet for each 12 parking spaces.

(3) Distribution of islands, medians, and peninsulas. The number, size, and shape of islands, peninsulas, and medians, in both street and nonstreet yards shall be at the discretion of the applicant. All required islands, peninsulas and medians shall be more or less evenly distributed throughout such parking areas, respectively; however, the distribution and location of landscaped islands, peninsulas, and medians may be adjusted to accommodate existing trees or other natural features so long as the total area requirements for landscaped islands, peninsulas, and medians for the respective parking areas above is satisfied.

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4.4.6 Indiscriminate clearing prohibited. The existing natural landscape character (especially native oak, elm and pecan trees) shall be preserved to the extent reasonable and feasible. In an area of the street yard containing a stand of trees, the applicant shall use best good faith efforts to preserve such trees. In determining compliance with this subsection, the administrator shall consider topographical constraints on design, drainage, access and egress, utilities, and other factors reasonably related to the health, safety and welfare of the public which necessitated disturbance of the existing natural character; the nature and quality of the landscaping installed to replace it; and such other factors as may be relevant and proper. Indiscriminate clearing or stripping of the natural vegetation is prohibited.

4.4.7 Irrigation. All required landscaping shall be irrigated by an underground irrigation system approved by the administrator.

4.4.8 Erosion control. All impervious areas shall be maintained with groundcover and shrubbery in a manner to control erosion.

4.4.9 Protection. All required landscaped areas which are adjacent to pavement shall be protected with concrete curbs or equivalent barriers (such as railroad ties, continuous border plants or hedgerows).

4.4.10 Obstruction prohibited. Landscaping shall not be located or placed to obstruct any emergency equipment such as fire hydrants and sprinkler system connections, etc., nor shall landscaping be placed in a manner to obstruct emergency ingress/egress access to the building. Landscaping shall not obstruct views between the street and access drives or parking aisles near street yard entries and exits, nor shall any landscaping obstruct views within the radius of any curb return. Sight triangles shall be provided within the property at all driveways and street intersections. Sight triangles shall be eight feet by 70 feet with the eight-foot leg within the property along the driveway.

4.4.11 Maintenance. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and other such activities common to the maintenance of landscaping.

Landscaped areas shall be kept free of trash, litter, weeds, and other such materials or plants not a part of the landscaping. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material which dies shall be replaced with plant material of similar variety and size.

4.4.12 Right-of-way. Landowners are encouraged to landscape nonpaved publicly-owned street right-of-way abutting their land. Provided, however:

(1) Removal of landscaping. The city may at any time remove or

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require the landowner to remove any landscaping located within any right-of-way or public easement for the purpose of public safety, access to utilities and to perform any public improvements within said right-of-way or public easement.

(2) Traffic regulations. Such landscaping in the right-of-way shall observe established rules and regulations pertaining to traffic and pedestrian safety.

4.4.13 Parking lot lighting. Landscape provided in vehicular and pedestrian use areas shall be designed so that the maturing of the landscaping will not conflict with the lighting scheme.

4.4.14 In addition to the landscape standards as listed above, the following additional conditions shall be included:

4.4.14.1 Minimum Landscape Edge - ten (10) feet (exclusive of R.O.W.).

4.4.14.2 Required trees must be three (3) inches caliper when planted.

4.4.14.3 Two (2) ornamental trees may substitute for one (1) canopy tree.

4.4.14.4 An approved existing tree with six (6) inch diameter plus 15 feet tall may substitute for two required trees.

4.4.14.5 Two design standards must also be incorporated:

Enhanced vehicular pavement (brick, stamped concrete, or pavers) and

Choose one from below must be included:

Enhanced perimeter landscape edge (15 feet)

OR Permeable enhanced pavement (includes pavers with grass)

OR Pedestrian facilities, (i.e. plazas, fountains, lakes, benches, etc.)

OR Foundation planting strip (may include containers).

4.4.15 Parking lot landscaping:

4.4.15.1 Any parking area of 20 or more spaces shall have interior landscaping.

4.4.15.2 Shrubs along parking areas must be maintained at a maximum height of 24 inches.

4.4.15.3 Required trees must be three (3”) inches caliper when planted.

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4.4.15.4 One space per each twenty (20) shall be landscaped. These areas may be consolidated to promote efficient traffic flow through the parking area.

4.4.15.4.1 May be all groundcover or turf if island contains a tree, and the inclusion of step-off borders.

4.4.15.4.2 Two shrubs may be substituted for each 10 SF of groundcover or turf.

4.4.16 Screening: Shall conform to the following screening requirements.

4.4.16.1 The solid masonry screening wall may use any of the materials described in the minimum exterior facade section. Masonry walls may be thin wall construction or pre-fabricated, pre-cast masonry wall sections as approved by the Building Official. A minimum eight (8') foot spacing of masonry columns is required.

4.4.16.2 All service corridors and loading areas shall be screened.

4.4.16.3 Open storage permitted in buildable area if screened on all sides with a fence or wall as required by A masonry fence or wall shall be constructed with the finish side out and of any of the following materials: native stone, brick, precast concrete panels with decorative finish or decorative masonry unit with columns placed no closer than eight (8) feet in distance. Masonry wall panels must be engineered with structural concrete footings. Steel lintels shall be required for thin wall construction. Brick detailing shall be added to the top of a masonry wall to produce a change in texture and plane, and offsets shall be created in the wall to provide visual variety. Masonry columns shall be taller than the rest of the wall, and shall have decorative caps.

4.4.16.4 Six (6') foot solid perimeter masonry fence or wall shall be required along all contiguous residential use, except residential above a nonresidential uses. This does not preclude the placement of approved gates in the perimeter fencing or wall when determined to be necessary for fire access or emergency egress purposes.

4.5. Site plan approval: The decision to approve or deny a site plan shall be made by the City Council after receiving a recommendation from the Planning and Zoning Commission – or through independent development agreement with neighboring communities. Site plan submittal shall include color elevations.

4.6. Off-street parking shall conform to the following standards:

(1) Uses with non-conflicting hours of operation may share parking to satisfy parking requirements.

(2) The combined total of required parking may be reduced by the amount in the

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following matrix to allow shared parking.

a. Office Use in excess of 125,000 SF.

When combined with hotel, motels or office use with a minimum of 125 guestrooms, parking may be reduced by ten percent.

When combined with office, retail, business, or personal service of a minimum of 20,000 SF, parking may be reduced by ten percent.

When combined with amusement or recreational services, parking may be reduced by 50 percent.

When combined with eating, drinking or restaurant-type uses, parking may be reduced by 50 percent.

b. Hotel and Motel Use with a minimum of 125 guest rooms.

When combined with hotel, motel and office uses with a minimum of 125,000 SF, parking may be reduced by ten percent.

When combined with hotel, motel, retail, business, or personal service of a minimum of 20,000 SF, parking may be reduced by ten percent.

When combined with amusement or recreational services, parking may be reduced by 50 percent.

When combined with eating, drinking or restaurant-type uses, parking may be reduced by 50 percent.

c. Retail, business and personal service use with a minimum of 20,000 SF.

When combined with office, retail, business or personal services with a minimum of 125,000 SF, parking may be reduced by ten percent.

When combined with hotel, motel, retail, business or personal service uses when the hotel has a minimum of 125 guest rooms, parking may be reduced by 50 percent.

d. Retail mall use with a minimum of 250,000 SF.

When combined with all other uses except amusement and recreational uses, parking may be reduced by ten percent.

When combined with amusement and entertainment uses, parking may be reduced by 50 percent.

4.7. Parking lot design shall be created so as to provide the most efficient use of parking spaces. Parking bays must have a minimum nine (9’) foot width and minimum eighteen

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(18') feet effective depth. For any drive aisle of ninety (90°) degree parking or if serving as an Emergency Access, Drainage and Utility Easement (EADUE) providing fire lane access to the primary structure, the drive aisle shall be a minimum twenty-four (24') feet in width. For drive aisles of angled parking from thirty (30°) degrees to eighty (80°) degrees, and provide one-way markings, the drive aisle may be reduced in width to no less than twenty (20') feet in width.

4.8. Pedestrian circulation shall:

(1) Walkways and pedestrian connections shall be clearly marked with the use of enhanced paving, such as brick, stamped concrete or architectural pavers or a combination of materials reflecting the overall project design.

(2) Pedestrian access to public open space shall be provided.

(3) Enhanced pavement walkways shall be used wherever there may be a presumed conflict between pedestrians and vehicular traffic. The enhanced pavement shall alert the motorist of the potential pedestrian crossing. Locations typically shall occur between buildings that are linked across parking areas.

4.9 Signs in nonresidential areas.

4.9.1 Signs in nonresidential areas shall conform to the Article VI of the Bedford Sign Ordinance except as otherwise permitted in these development standards. The signs will be complementary to the building architecture through use of like building materials, colors, and design elements. Carrying a consistent branding element will brand Glade Parks South as a unique development through, in part, it's graphic and sign package.

4.9.2 Multiple signs types (pylon, pole, monument) on the same parcel may be allowed with the submittal of a Unified Sign Development Plan enumerating the manner and placement of all independent signs. The Unified Sign Development Plan shall be submitted with a site plan for review and approval by the City Council. The decision to approve or deny a site plan shall be made by the City Council after receiving a recommendation from the Planning and Zoning Commission – or through independent development agreement with neighboring communities.

4.9.3 Monument signs shall be permitted as follows. A maximum of two monument signs shall be permitted per platted lot, limited to one sign per street frontage, as provided below:

4.9.3.1 Monument Signs adjacent to Rio Grande Boulevard:

Single Tenant Monument Sign
A permanent ground sign generally constructed out of brick, stone, or cast concrete foundation across the entire base of the structure not to exceed seven (7) feet in height, measured from the finished grade to the top of the sign.

Multi-Tenant Monument Sign

Maximum size	Minimum setback from property line
4.5'x6'	0'

4.9.3.2 Monument Signs adjacent to Cheek Sparger Road:

Single Tenant Monument Sign
A permanent ground sign generally constructed out of brick, stone, or cast concrete foundation across the entire base of the structure not to exceed seven (7) feet in height, measured from the finished grade to the top of the sign.

Signs will not be permitted within any platted or dedicated easement except with the written approval of the city manager or his designee. Measurement of sign height will be determined from final grade at the property line adjacent to sign.

4.10 Lighting: Lighting shall conform to the minimum initial illumination levels measured on the pavement shall be no less than 30 percent above the latest published Illuminating Engineering Society of North America (IESNA) standards for general parking and pedestrian areas. The lighting program and standards will be varied due to scale, location, use, and function. Street lighting, parking lights, lifestyle center parking lights, bridge lights, pedestrian scale light standards, period lights thru the residential sections will all be consistent in character, color, materials thru-out the Glade Parks South development. All street light lamps will be a consistent metal halite.

4.11 Parking lot lighting used in this district must complement the overall project architecture. The maximum height for parking light standards shall be 40 feet.

4.12 Special Exceptions: Exceptions to these development standards may be granted through the procedures provided for by Section 6.5.B City of Bedford Zoning Ordinance.

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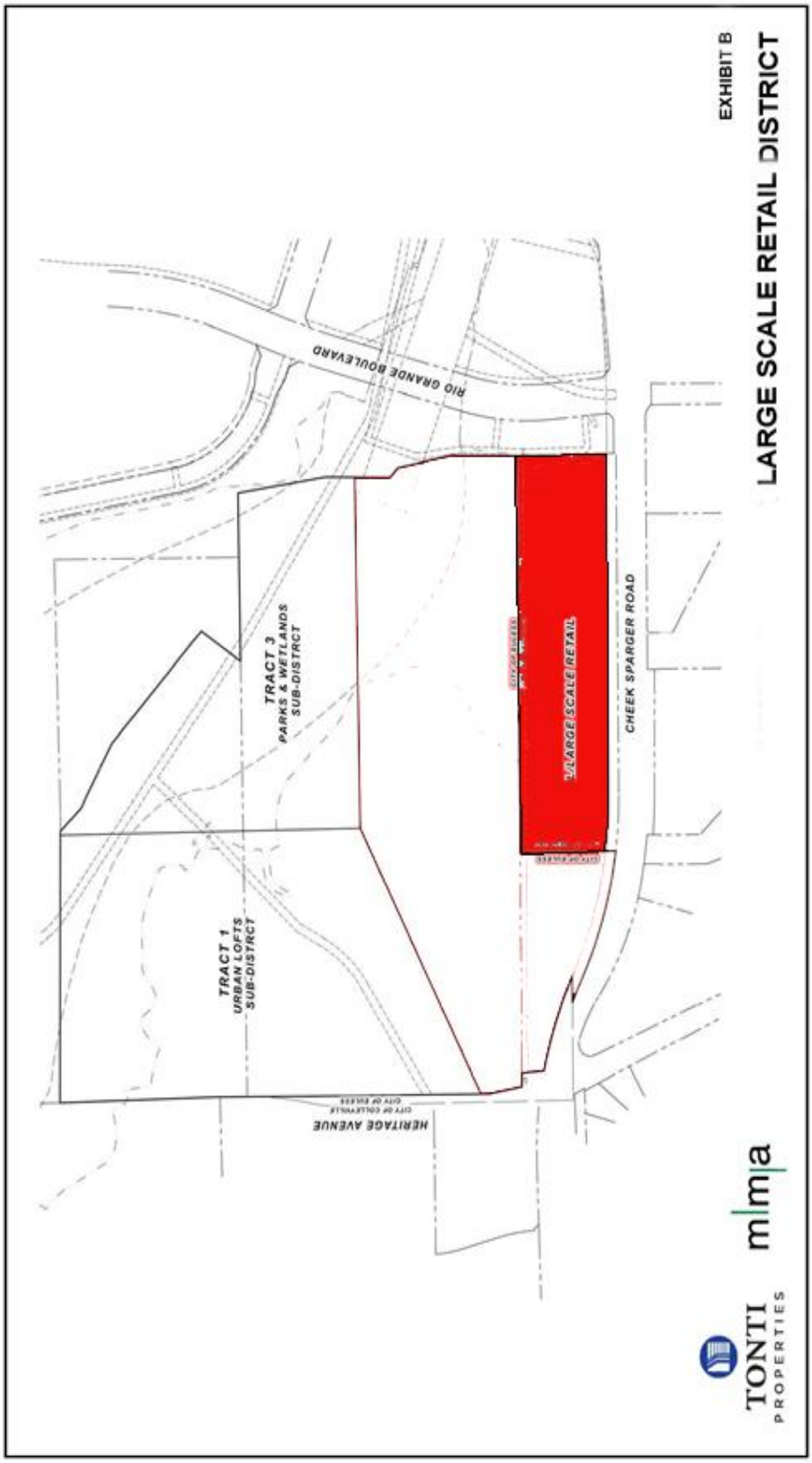
EXHIBIT B
LARGE SCALE RETAIL DISTRICT
RIO GRANDE BOULEVARD
TRACT 3
PARKS & WETLANDS
SUB-DISTRCT
TRACT 1
URBAN LOFTS
SUB-DISTRCT
V/LARGE SCALE RETAIL
CHEEK SPARGER ROAD
HERITAGE AVENUE
CITY OF COLLEYVILLE
CITY OF EULESS
TONTI
PROPERTIES
m|m|a

5. Signs, Site Lighting, and other Street related signage

5.1. All signs within the development shall be required to have individual sign permits.

5.2 The exception to is that signs may be located anywhere within the Building Setback along Private Streets, however, they cannot be located within any visibility triangles. Signs may be located within the Building Setbacks along Public Streets as long as they are not located within any visibility triangles or interfere with a public sidewalk route.

5.3 Blade Signs. Blade Signs are allowed, but may not exceed 15 SF., and may not project out from the face of the building more than five (5) feet. The use of a Blade Sign does not prohibit a tenant from also being on a Business Center, Ground or General Sign.

5.4 Signs and lights intended to be displayed on light poles. The architectural style of the signs and banners will be tastefully designed and selected as a distinctive, uniform, period style to compliment the architectural style of the center. Street banners size is subject to the approval of the City of Bedford.

6. Landscaping and Screening

6.1 Requirements for landscaping and screening are per an approved Landscape Plan specific to the project site to be reviewed as part of the Site Plan Review process.

6.1.1 The Landscape Plan shall be prepared by a Licensed Professional Landscape Architect and provide an appropriate amount of trees and shrubbery to provide visual screening and areas of shade, appropriate to the urban residential setting. Due to the nature of the urban residential site, street trees located within public rights-of-way will provide the majority of perimeter landscaping treatment. These street trees shall be shown on a Landscape Plan prepared by a Licensed Landscape Architect and maybe reviewed as part of a Planned Development. Foundation plantings along the base of buildings may be used to supplement the street trees.

6.1.2. All required landscaping shall be irrigated by an underground irrigation system approved and permitted by the building dept. Landscaping shall not be placed or located to obstruct any emergency equipment such as fire hydrants and sprinkler system connections, nor shall landscaping be placed in a manner to obstruct emergency ingress/egress access to the building. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding, and other such activities common to the maintenance of landscaping.

6.1.3. A landscape screen, wall or fence may be incorporated onto the site design. The wall or fence may be constructed totally of masonry material or may include a combination of ornamental iron with masonry columns as approved on the site plan. No fence, screen, wall or visual barrier shall be located or placed where it obstructs the vision of motor vehicle drivers approaching any street, intersection.

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At all street intersections, clear vision shall be maintained across the lot for a distance of 25 feet back from the property corner along both streets. A fence permit shall be required from the Building department.

6.1.4. Parking lots and vehicular use areas. A minimum amount of the total area of all vehicular use areas shall be devoted to landscaped islands, peninsulas or medians.

6.1.4.1 Street yard area. Landscape islands, peninsulas and medians located in the street yard may be included in calculating the minimum required landscape in the street yard.

6.1.4.2 Distribution of landscape islands, medians, and peninsulas. The number, size, and shape of islands, peninsulas, and medians, in both street and non-street yards shall be at the discretion of the applicant. All required islands, peninsulas and medians shall be more or less evenly distributed throughout such parking areas, respectively; however, the distribution and location of landscaped islands, peninsulas, and medians may be adjusted to accommodate existing trees or other natural features so long as the total area requirements for landscaped islands, peninsulas, and medians for the respective parking areas above is satisfied.

6.2 Open Storage. Open storage and use areas may be located on site but must be located more than 50 feet from other residential development, shall be located behind building lines and shall be screened.

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7. Procedure

7.1 Site Plan. Prior to the city's issuance of construction and/or building permits, a site plan must be approved. The decision to approve or deny a site plan shall be made by the City Council after receiving a recommendation from the Planning and Zoning Commission – or through independent development agreement with neighboring communities.

7.2 Amendment of Site Plan. At any time following the approval of a site plan and before the lapse of such approval, the property owner(s) may request an amendment. Amendments shall be classified as major and minor. Minor amendments shall include corrections of distances and dimensions, adjustments of building configuration and placement, realignment of drives and aisles, layout of parking, adjustments to open space, landscaping, and screening, changes to utilities and service locations, and other development aspects which do not substantially change the original plan. Minor amendments may be approved by the Director of Planning.

7.3 Amendment of this Planned Development District. Amendment of any portion of this Planned Development District shall require only the petition of the owner of the portion of the Property subject to the respective amendment to the Planning and Zoning Commission and City Council and shall not require the consent of any other property owner within the Property. For purposes of satisfying the notice requirements under State law and the City of Bedford Zoning Ordinance, notice need only be sent to the owners of property within 200 feet of the portion of the Property subject to a change.

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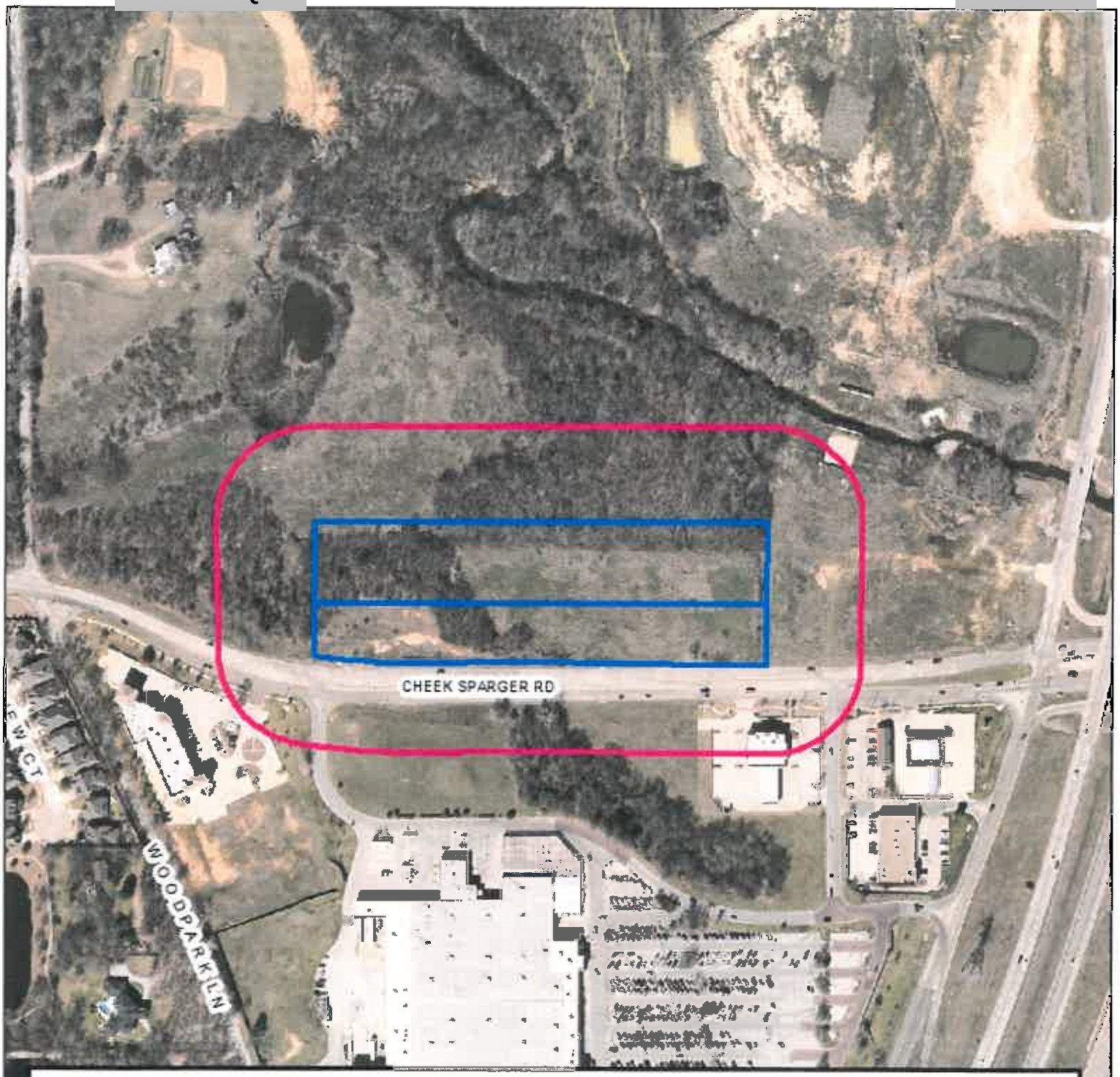


Hearing
Date: 2/12/15 Case:Z-267

As Described by Metes and Bounds

Address: 003601 CHEEKSPARGER RD
Addition: BBB & C RY SURVEY
Bedford, TX 76021

Address: 002121 STATE HWY 121
Addition: DOSS, JESSE SURVEY
Bedford, TX 76021

200 Ft Buffer

Project Location

N W E S

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

THIS PROPERTY IS UP FOR A
ZONING
CHANGE
FOR INFO CALL
CITY OF BEDFORD PLANNING
AND ZONING DEPT. AT
(817) 952-2137
Z-267

METES & BOUNDS DESCRIPTION
FOR ZONING PURPOSES

BEING a 5.649 acre tract of land located in the J. Doss Survey, Abstract No. 441, and the B.B.B. & C. Railroad Survey, Abstract No. 204, in the City of Bedford, Tarrant County, Texas, being a portion of a called 7.6288 acre tract of land as described in the Warranty Deed with Vendor's Lien to Cheek-Sparger Properties, LLP., a Texas limited partnership, filed for record in County Clerk's Instrument No. D206013089, Official Public Records, Tarrant County, Texas (OPRTCT), said 5.649 acre tract of land being more particularly described by metes & bounds as follows:

BEGINNING at a PK nail with shiner set in concrete sidewalk on the north right-of-way line of Cheeksparger Road, a variable width public right-of-way (78.0' at this point), being the southeast corner of said called 7.6288 acre tract of land, and being the southernmost southwest corner of a right-of-way dedication for Rio Grande Boulevard, an 85.00' public right-of-way, filed for record in County Clerk's Instrument's No. D214047378, OPRTCT, said beginning point having a NAD 83 – Texas Coordinate System position (grid) of N: 7000882.3 E: 2397053.8 (see note at bottom of description for referenced network);

THENCE South 89 degrees 29 minutes 10 seconds West, along said north right-of-way line, a distance of 810.07 feet, to a 1/2 inch capped iron rod found stamped "Harp 2002", being at the beginning of a curve to the right having a radius of 994.50 feet;

THENCE along said curve to the right, through a central angle of 07 degrees 48 minutes 07 seconds, an arc length of 135.42 feet, and having a long chord which bears North 86 degrees 36 minutes 47 seconds West, a chord length of 135.32 feet, to a point for corner;

THENCE North 00 degrees 30 minutes 46 seconds West, departing said north right-of-way line, and over and across said called 7.6288 acre tract of land, a distance of 252.23 feet, to a point for corner on the north line of said called 7.6288 acre tract of land, being common with the south line of a called 25 acre tract to Charles A. Hoel, Jr., and wife, Mary Lea Hoel, filed for record in Volume 3522, Page 540, Deed Records, Tarrant County, Texas (DRTCT), from which a 5/8 inch iron rod found for the northwest corner of said called 7.6288 acre tract of land bears South 89 degrees 31 minutes 24 seconds West, a distance of 526.61 feet;

THENCE North 89 degrees 31 minutes 24 seconds East, along said common line, a distance of 941.23 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis", being the northeast corner of said called 7.6288 acre tract of land, from which a 1/2 inch iron rod found for an angle point in the east line of said called 25 acre tract of land, bears North 00 degrees 23 minutes 03 seconds East, a distance of 173.29 feet;

THENCE South 02 degrees 10 minutes 12 seconds East, along the east line of said called 7.6288 acre tract of land, a distance of 107.65 feet, to a 1/2 inch capped iron rod found stamped "Wier & Assoc";

THENCE South 00 degrees 47 minutes 09 seconds East, a distance of 127.26 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie McInnis";

THENCE South 00 degrees 47 minutes 03 seconds East, at a distance of 19.97 feet, passing a 5/8 inch capped iron rod set stamped "Mycoskie McInnis" for an exterior corner of said Rio Grande Boulevard right-of-way dedication, and continuing in all a total distance of 25.97 feet, to the **POINT OF BEGINNING**, and containing 5.649 acres (246,075 square feet) of land, more or less.

BEARINGS & COORDINATE VALUES SHOWN HEREON ARE IN REFERENCE TO THE NAD 83 - TEXAS COORDINATE SYSTEM - NORTH CENTRAL ZONE, 4202, BASED ON GPS OBSERVATIONS UTILIZING THE LEICA GPS REFERENCE NETWORK. COORDINATE VALUES ARE PROVIDED FOR LOCATION PURPOSES ONLY (GENERAL) AND SHOULD NOT BE SOLELY RELIED UPON WHEN CONDUCTING A BOUNDARY RETRACEMENT SURVEY.

Exhibit A

PLANNING AND ZONING COMMISSION
MEETING MINUTES OF FEBRUARY 12, 2015

APPROVED

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The Planning and Zoning Commission of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 7:00 p.m. in the Council Chamber of City Hall, 2000 Forest Ridge Drive, Bedford, Texas on the 12th day of February, 2015 with the following members present:

Chairman:	Bill Reese
Vice Chairman:	Todd Carlson
Members:	Ruth Culver
	Mitchell Austin
	Jason Sinisi
	Tom Stroope
	Mickey Hall
	Michael Davis (Alternate) attended only work session

Constituting a quorum.

Staff present included:

William Syblon	Development Director
Emilio Sanchez	Planning Manager
Tom Hoover	Public Works Director

(The following items were considered in accordance with the official agenda posted by February 9, 2015).

CALL TO ORDER

Chairman Reese called the Work Session to order at 5:30 p.m.

WORK SESSION

The Commission and Staff reviewed and discussed items on the regular agenda.

Chairman Reese adjourned the Work Session at 6:59 p.m.

REGULAR SESSION

The Planning and Zoning Commission convened in the Council Chamber at 7:00 p.m. and the Regular Session began.

CALL TO ORDER

Chairman Reese called the meeting to order at 7:00 p.m.

INVOCATION

Commissioner Stroop gave the invocation.

PLANNING AND ZONING COMMISSION
MEETING MINUTES OF FEBRUARY 12, 2015

APPROVED

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

1. **Consider approval of the following Planning and Zoning Commission meeting minutes: January 8, 2015 regular meeting**

   Motion: Commissioner Hall made a motion to approve the meeting minutes of January 8, 2015 regular meeting.

   Commissioner Culver seconded the motion and the vote was as follows:

   Ayes: Commissioners Culver, Sinisi, Stroope, Hall, Austin, Vice Chairman Carlson, Chairman Reese
   Nays: None
   Abstention: None

   Motion approved 7-0. Chairman Reese declared the January 8, 2015 meeting minutes approved.

2. **Consider approval of the following Planning and Zoning Commission meeting minutes: January 22, 2015 regular meeting**

   Motion: Commissioner Hall made a motion to approve the meeting minutes of January 22, 2015 regular meeting.

   Commissioner Culver seconded the motion and the vote was as follows:

   Ayes: Commissioners Culver, Sinisi, Stroope, Hall, Austin, Vice Chairman Carlson, Chairman Reese
   Nays: None
   Abstention: None

   Motion approved 7-0. Chairman Reese declared the January 22, 2015 meeting minutes approved

PUBLIC HEARINGS

3. **Public hearing and consider a request to rezone a 5.649 acre tract of land located in the J. Doss Survey, Abstract No. 441 and the B.B.B. & C. Railroad Survey, Abstract No. 204 as described by Metes & Bounds in Exhibit A, Bedford, Texas, from Heavy Commercial (H) /Master Highway Corridor (MHC) to Planned Unit Development (PUD), for the Glade Parks South Development standards as defined in Exhibit B, and as illustrated in the site plan, Exhibit C. The property is generally located north of Cheek-Sparger Road and west of State Highway 121. (Z-267)**

   Chairman Reese called forward Planning Director Bill Syblon to describe Zoning Case Z-267.

   Chairman Reese called forward the representative of the master developer (Tonti Properties) to describe the project.

PLANNING AND ZONING COMMISSION
MEETING MINUTES OF FEBRUARY 12, 2015

APPROVED

Commissioner Hall asked if the proposed retailer is close to Cheek-Sparger and where it is situated from the major building.

Chairman Reese called forward Mike Collins with the City of Euless to describe the project.

Commissioner Hall asked if there will be landscaping associated with the project. Mike Collins said there will be extensive landscaping design standards and sustainability will be of high consideration.

Commissioner Culver addressed the issue of walkability and sidewalks. Mike Collins explained the plans for a regional expansive trail network.

Mike Collins addressed the issue of floodplain and confirmed that they are fine with the required legal language used in the contract.

Chairman Reese stated the public hearing was open and asked if anyone would like to speak on this case.

A resident asked to see visual plans for the project and reviewed it.

Chairman Reese closed the public hearing at 7:20 p.m.

Motion: Commissioner Hall made a motion to approve Zoning Case Z-267.

Commissioner Culver seconded the motion and the vote was as follows:

Motion approved 7-0. Chairman Reese recommended approval of Zoning Case Z-267.

ADJOURNMENT

Motion: Commissioner Sinisi made a motion to adjourn.

Commissioner Austin seconded the motion and the vote was as follows:

Motion approved 7-0. Chairman Reese adjourned the Planning and Zoning Commission meeting at 7:23 p.m.

_____

Bill Reese, Chairman
Planning and Zoning Commission

ATTEST:

_____

William Syblon, Development Director
Planning and Zoning Liaison

COMMUNIQUE

AGENDA

CITY OF BEDFORD

2000 Forest Ridge Drive - Bedford, TX 76021
(817)952-2100 www.bedfordtx.gov

March 6, 2015

PLEASE DELIVER TO:

Legal Publications
Attn: Christine Lopez
Fort Worth Star-Telegram
400 West 7th Street
Fort Worth, TX 76102

SENT VIA E-MAIL: clopez@star-telegram.com on Friday, March 6, 2015.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Tuesday, March 10, 2015.

MESSAGE:

CITY OF BEDFORD
PUBLIC HEARING

The City of Bedford City Council gives notice of a public hearing on Tuesday, March 24, 2015, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider an ordinance to rezone a 5.649 acre tract of land located in the J. Doss Survey, Abstract No. 441 and the B.B.B. & C. Railroad Survey, Abstract No. 204 as described by Metes & Bounds, Bedford, Texas, from Heavy Commercial (H) /Master Highway Corridor (MHC) to Planned Unit Development (PUD), for the Glade Parks South Development standards, and as illustrated in the site plan. The property is generally located north of Cheek-Sparger Road and west of State Highway 121. (Z-267)

All interested citizens will be given the opportunity to speak and be heard.

Development Department
Planning and Zoning
817-952-2168, Fax 817-952-2210
E-mail: emilio.sanchez@bedfordtx.gov

AGENDA

Council Agenda Background

PRESENTER: Meg Jakubik, Assistant to the City Manager **DATE:** 03/24/15

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

ITEM:

Consider an ordinance amending Ordinance No. 08-2906 awarding the contract to Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., for Recycling Services to include Article IV. Section W. "Modification of Rates"; Article V. (A)(4); and Article V. (A)(8); and granting an extension of the contract for an additional two year term commencing on January 1, 2019.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On August 12, 2014, Jeri Harwell, Republic Services, presented a plan to the City Council regarding a Recycling Cart Pilot Program. With the Council's permission, the Pilot Program was launched in October 2014. At the February 24, 2015 Work Session, Jeri Harwell presented the City Council with the results of the survey from households participating in the pilot program.

The proposed contract amendment would extend the current contract by two years, thus allowing Allied to capture a full five years of use with the carts, changes references to the former containers used, and increases the current recycling rate by the planned price increase in May 2015 of 3.75% and the additional cost for the change to carts of $1.67. The combined impact results in a new monthly rate of $3.78 for residents and $3.21 for seniors. This amendment would also eliminate the planned 3.75% increase for 2017 and 2019, leaving the proposed rate for the entire five years of the contract period.

Council had requested comparisons of total rates for solid waste and recycling with neighboring cities. Attached is a spreadsheet comparing residential and commercial rates with details of their contractual price increases. Additionally, staff has received the attached emails from residents expressing their opinions on the carts.

If approved, the planned timeline remains as presented at the February 24, 2015 Work Session. Carts would be ordered and delivered the final two weeks of April. The program would officially begin at the first of May to allow the CPI increase and cart service increase to occur simultaneously.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Ordinance No. 08-2906 awarding the contract to Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., for Recycling Services to include Article IV. Section W. "Modification of Rates"; Article V. (A)(4); and Article V. (A)(8); granting an extension of the contract for an additional two year term commencing on January 1, 2019; providing a severability clause; and setting forth an effective date.

FISCAL IMPACT:		ATTACHMENTS:
Current: $2.03	**Current Senior: $1.48**	**Ordinance**
May 2015:	**May 2015:**	**Exhibit A - Amendment to Agreement for Recycling Services**
CPI - $2.11	**CPI - $1.54**	**Current Contract**
Cart - $1.67	**Cart - $1.67**	**Area City Rate Comparison**
$3.78	**$3.21**	**Citizen Emails**

ORDINANCE NO. 15-

AN ORDINANCE AMENDING ORDINANCE NO. 08-2906 AWARDING THE CONTRACT TO ALLIED WASTE SERVICES OF FORT WORTH, LLC, SUCCESSOR-IN-INTEREST TO ALLIED WASTE SYSTEMS, INC., FOR RECYCLING SERVICES TO INCLUDE ARTICLE IV. SECTION W. "MODIFICATION OF RATES"; ARTICLE V. (A)(4); AND ARTICLE V. (A)(8); GRANTING AN EXTENSION OF THE CONTRACT FOR AN ADDITIONAL TWO YEAR TERM COMMENCING ON JANUARY 1, 2019; PROVIDING A SEVERABILITY CLAUSE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Bedford desires to amend the Recycling Services Contract with Allied Waste Services of Fort Worth to include Article IV. Section W. "Modification of Rates"; Article V. (A)(4); and Article V. (A)(8); and,

WHEREAS, the City Council of Bedford, Texas desires to grant an extension of the contract for an additional two year term commencing on January 1, 2019.

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

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

SECTION 2. **That the City of Bedford does hereby approve Amendment No. 3 to the Recycling Services Contract between the City of Bedford and Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., hereto attached as Exhibit A.**

SECTION 3. **That all ordinances or parts of ordinances insofar as they are inconsistent or in conflict with the provisions of this ordinance are repealed to the extent of any conflict.**

SECTION 4. **That in the event that any portion or section of this ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or section of this ordinance which shall remain in full force and effect.**

SECTION 5. **That this ordinance shall take effect upon passage and approval and in accordance with State law and the Charter of the City of Bedford, and execution and acknowledgement by an authorized representative of Allied Waste Services.**

PRESENTED AND PASSED this 24th day of March 2015, 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

THIRD AMENDMENT TO AGREEMENT FOR RECYCLING SERVICES DATED OCTOBER 21, 2008

THIS THIRD AMENDMENT (the "Third Amendment") to the Agreement for Recycling Services Dated October 21, 2008 is made and entered into as of the _____ day of _____ 2015 ("Effective Date"), by and between City of Bedford, Texas (the "City"), and Allied Waste Services of Fort Worth, LLC d/b/a Allied Waste Services of Fort Worth // Republic Services of Fort Worth, as successor-in-interest to Allied Waste Systems, Inc. ("Contractor"), collectively referred to herein as the "Parties" and individually as a "Party".

WHEREAS, the City and Contractor entered into that certain Agreement for Recycling Services dated 21st October, 2008, which had been subsequently amended on 22nd June 2010 and 26th March 2013 (collectively the "Agreement"), pursuant to which Contractor agreed to provide certain recycling services; and

WHEREAS, the Parties desires to enter into this Third Amendment to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Except as specifically provided in this Third Amendment, each and every provision of the Agreement, as amended through the date hereof, remains, and is, in all respects, in full force and effect.

2. **Contract Term:** The term of the Agreement is hereby extended for an additional period of two (2) years from January 01, 2019 through December 31, 2020.

3. **Section IV(W), Modification of Rates**: This first two paragraphs of this section of the Agreement is hereby deleted and replaced with the following:

   "Each of the rates under this Agreement shall increase by 3.75% effective from May 1st for the year 2013, and 2015. Further, an additional increase by $1.67 on rates for recycling services will be effective from May 1st, 2015."

4. **Section V(A)(4)**: This section of the Agreement is hereby deleted and replaced with the following:

   "Collection containers (units) shall be sixty-five (65) gallon carts and each shall be accompanied by a suitable lid."

5. **Section V(A)(8)**: This section of the Agreement is hereby deleted and replaced with the following:

   "The Contractor will be required to pick up the quantity of recyclable material generated from a residential unit, provided that same is contained within the sixty-five (65) gallon carts referred to in #4 above, meets the criteria in #3 above, and does not exceed a total of fifty (50) pounds of total weight (container and recyclable material)."

6. **Continuing Effect:** Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first set forth above.

CITY:

CITY OF BEDFORD, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR:

ALLIED WASTE SERVICES OF FORT WORTH, LLC D/B/A ALLIED WASTE SERVICES OF FORT WORTH // REPUBLIC SERVICES OF FORT WORTH

By: _____
Name: _____
Title: _____
Date: _____

AGREEMENT

FOR

RECYCLING SERVICES

Issued By and Between

City of Bedford, Texas
2000 Forest Ridge Drive
Bedford, Texas 76021

And

Allied Waste Services

Dated October 21, 2008

I INTRODUCTION:

The City of Bedford, Texas (the "City")), and Allied Waste Systems, Inc. dba Allied Waste Services of Fort Worth ("Contractor") are entering into this Agreement as of January 1, 2009 for co-mingled single stream, full-spectrum recycling services. This will include the following: (1) city-wide collection rates for single-family residences (including a discounted rate for Senior Citizens), (2) a pilot program for multi-family/apartment complexes, (3) an optional participation program for multi-family/apartment complexes, and (4) a small commercial customer recycling program. The new service Agreement will become effective upon approval by the City Council and will remain enforceable by contract.

II DEFINITIONS:

Curbside Pick-up - The collection of Recyclables within that portion of the Rights-of-Way adjacent to any paved or traveled City roadway.

City - The City of Bedford, Texas.

Collection Measurement Standard (CMS) - Total tons of recyclables collected expressed as a percentage of total tons of solid waste collected per month, quarter and year. The formula, (Total Tons of Recyclables/Total Tons of Solid Waste) x 100, yields a ratio of recyclable materials diverted from the total solid waste stream and therefore not sent to a landfill or other disposal facility.

Co-mingled Single Stream Recycling - The process of collecting mixed recyclable materials in one (1) on-site container, which is taken to a sorting facility where materials are separated for recycling. Co-mingled single stream recycling does not require any presorting, sorting or separation prior to collection at the point of collection by the Customer.

Contractor - Allied Waste Services.

Customer - All persons, tenants or businesses receiving recycling services.

Direction of the City - All ordinances, laws, rules, regulations and Charter provisions of the City now in force or that may hereafter be passed and adopted which are not inconsistent with this ordinance.

Front Door Pick-up - Pick-up of Recyclables from behind the front yard building line. The collection container shall be placed in front of the building facing the street in such a manner clearly visible from the street as to be accessible without entering a gate. Front door recycling service shall be provided upon request, and at an additional charge, for all residential recycling customers.

Multi-family/Apartment - A multi-unit housing structure in which three or more families reside and claim as their permanent address.

Non-exclusive - No rights provided by the City shall be exclusive, and the city reserves the right to grant franchises, licenses, easements, or permissions to use the public rights-of-ways within the city to any person or entity as the City, in its sole discretion may determine to be in the public interest.

Recyclable Materials - The following items are classified as Recyclable Materials under this Contract:

Glass – Clean unbroken glass containers, bottles/jars.
Cans – Clean aluminum, tin/steel containers.
Newspaper – Clean, dry, unsoiled newspaper.
Plastic – PETE & HDPE containers (milk jugs & soft drink containers)

Residential (Single Family Residential) - A single, free standing structure designed, constructed and zoned to house two or less families who claim the residence as their permanent address.

Senior Citizen - A residential account holder that is 65 years of age or older.

Small Commercial Customer - An individual wholesale or retail business operating on a site zoned for commercial land uses and holding a City Certificate of Occupancy.

Small Commercial Recycle Container - A collection unit that is limited to one of these four capacities: 18 gallon bin, 32 gallon wheeled tote, 64 gallon wheeled tote and 95 gallon wheeled tote, or other City approved container.

Solid Waste - All animal or vegetable waste, refuse and other non-hazardous substances from residences, grocery stores, retail establishments, restaurants, churches, construction sites, and other homes and businesses. Also referred to as garbage, refuse or trash.

Tax - All applicable federal, state, local sales tax.

III GENERAL SCOPE OF WORK:

The Contractor will be required to provide co-mingled single stream recycling collection services to the City. Basic services will include residential, multi-family/apartments (pilot & optional program), and small commercial recycling collection. The Contractor shall provide all necessary containers (spelled out in Agreement) for the recycling collection. Details of collection are spelled out in this Agreement.

IV GENERAL SPECIFICATIONS:

The Contractor shall provide recycling collection & processing services for the City **pursuant to the terms and conditions of this Agreement. This includes, but is not limited to, providing adequate labor, equipment, facilities and financial resources necessary to perform in accordance with the terms and conditions of this Agreement.**

A. DEFAULT. Failure by the Contractor to adhere to any of the terms and conditions of this Agreement shall constitute a default. In the event of a default, the City may exercise any and all rights to enforce the Agreement or remedy any such default, including, but not limited to, terminating the franchise, recovery of any and all damages attributed to such default, reasonable expenses and attorney fees.

B. TAX-EXEMPT. The City is exempt from all sales and excise taxes. Tax-exempt certificates are available upon request.

C. PRICE FIXING. By entering into this Agreement, the Contractor affirms that it has not participated in nor been a party to any collusion, price fixing or any other agreement with any other company, firm, or person concerning the terms or pricing of this Agreement, nor will the Contractor, during the term of this Agreement, be a party to any collusion, price fixing or any other agreement with any other company, firm or person concerning the terms or pricing of this Agreement.

D. GRATUITIES. The Contractor affirms that no gratuities in the form of entertainment, gifts or otherwise, were offered to any elected or appointed official, officer or employee of the City with a view toward inducing, securing or amending, or the making of any determination with respect to the Agreement.

E. FORCE MAJEURE. Subject to the provisions and remedies in "VI, NN Interruption of Service," the Contractor agrees that neither party shall be required to perform any non-monetary term, condition or covenant in the contract so long as performance is prevented or delayed by force majeure, which shall mean reasonably unforeseeable acts of God, , material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably foreseen and within the control of the party required to perform and which by the exercise of due diligence said party is unable wholly, or in part, to prevent or overcome.

F. APPLICABLE LAW. Any disagreement, dispute or legal proceedings regarding this Agreement shall be governed by the laws of the State of Texas, and venue for any such disagreement, dispute or legal proceedings shall lie in Tarrant County, Texas.

G. TAXES, UNEMPLOYMENT BENEFITS, ETC. The Contractor hereby accepts exclusive liability for, and agrees to indemnify and hold the City harmless against liability for the payment of any and all contributions or taxes for unemployment insurance, old age pensions or annuities, or other purposes now or hereafter imposed by the Government of any State of the United States, which are in whole or part measured by and/or based upon the wages, salaries or remuneration paid to persons employed by the successful firm on working in connection with this Agreement.

H. ANTI-DISCRIMINATION. The Contractor, in performing work required hereunder, shall comply with the provisions of Executive Order Number 11246 and shall not discriminate against any employee because of religion, race, color, sex, age or national origin.

I. LIENS. The Contractor agrees to and shall indemnify and hold the City harmless against any and all liens and encumbrances for all labor, goods and services which may be provided under this Agreement by the Contractor's agents, Contractors, employees or vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

J. AMENDMENTS. No oral statement of any person shall amend, modify or otherwise change, or affect the terms, conditions, or specifications in this Agreement unless agreed in writing by both parties hereto.

K. INDEMNIFICATION. **"The Contractor shall waive all claims, fully release, indemnify, defend, and hold harmless the City and all of its elected and appointed officials, officers, agents, consultants, employees, attorneys, and invitees in both their public and private capacities, from any and all liability, claims, suits, demands, or causes of action which are a result of the Contractor's negligence or willful misconduct, including all expenses of litigation, damages, fines and/or settlement which may arise by injury to property or persons occasioned by error, omission, intentional or negligent act of the Contractor, its officers, agents, consultants, employees or invitees, collectively, the "Contractor Parties", arising out of or in connection with this Agreement. The Contractor will at its own cost and expense defend and protect the City and all of its elected and appointed officials, officers, agents, consultants, employees, attorneys and invitees in both their public and private capacities, collectively, the "City Parties", from any and all such claims and demands. Also, the Contractor agrees to and shall indemnify, defend and hold harmless the City Parties, from and against all claims, losses, damages, causes of action, suit and liability, including all expenses of litigation, court costs and attorneys fees**

for injury to or death of any person or for any damage to any property arising out of the Contractor's negligence or willful misconduct or in connection with the error, omission, intentional or negligent acts of the Contractor Parties under this Agreement or any and all activity or use pursuant to this Agreement. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunity established by law or pursuant to Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law."

L. INSURANCE. Except as otherwise specified, the Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of this Agreement insurance coverage with limits not less than those set forth herein with insurers and other forms of policies reasonably satisfactory to the City of Bedford. It shall be the responsibility of the Contractor and his subcontractors to maintain adequate insurance at all times during the term of this Agreement. Failure of the Contractor and its subcontractors to maintain adequate coverage shall be considered a material default.

M. CERTIFICATES OF INSURANCE. At the time of the execution of this Agreement, the Contractor shall furnish the City with certificates of insurance as evidence that the Contractor has the policies providing the required coverages and limits of insurance and that they are in full force and effect. The certificates of insurance shall state the City as an additional insured. The certificates shall provide that any company issuing an insurance policy under this contract shall provide not less than 60-days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance for the Contractor, subcontractor insurance, and notices of any cancellations, terminations, or alterations of such policies shall be mailed to: Deputy City Manager **and** City Secretary, City of Bedford, 2000 Forest Ridge Drive, Building "A", Bedford, Texas 76021.

N. COMPREHENSIVE GENERAL LIABILITY. This insurance shall be an occurrence type policy written in comprehensive from and shall protect the Contractor and its subcontractors and the City against all claims arising from bodily injury, sickness, disease or death of any person other than the Contractor's employees or damage to property of the City or others arising out of the act of omission of the Contractor or its subcontractors or their agents or employees or subcontractors. This policy shall also include

protection against claims insured by usual personal injury liability coverage, product liability, contractual liability, broad form property coverage, premises/operations, and independent contractors. Coverage required:

Bodily Injury & Property	$ 1,000,000	Per Accident
	$ 2,000,000	Aggregate

O. COMPREHENSIVE AUTOMOBILE LIABILITY. This insurance shall be written in the comprehensive form and shall protect the Contractor and its subcontractors and the City against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Bodily Injury	$ 1,000,000	Per Accident
Property Damage	$ 1,000,000	Combined Single Limit

P. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY. The Contractor shall carry at all times Worker's Compensation Insurance pursuant to the laws of the State of Texas. The insurance shall protect the Contractor and its subcontractor in all claims under applicable state workers' compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an all-states endorsement. The liability limits shall not be less than the requirement of the State of Texas.

Q. WORKER'S COMPENSATION INSURANCE COVERAGE.

1. Definitions:

Certificate of Coverage ("certificate")-a copy of a certificate of insurance, a certificate of authority to self-insured issued by the commission, or a coverage agreement showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on the contract, for the duration of the contract.

Duration of the Agreement - includes the time from the commencement to the termination of the Agreement.

Persons Providing Services Pursuant to the Agreement - includes all persons or entities performing all or part of the services the Contractor

has undertaken to perform any or all of the Agreement, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner/operators, employees of any such entity that furnishes persons perform any or all of the Agreement. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the contract. "Services" does not include activities unrelated to the contract, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

a. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, for all employees of the Contractor providing services on the contract, during the term of the Agreement.

b. The Contractor must provide a certificate of coverage to the City prior to executing the Agreement, and shall remain in full force and effect during the term of the Agreement.

c. The Contractor shall obtain from each person providing services on the contract, and provide to the City:

    1) a certificate of coverage provided to the City prior to that person beginning services contained in the Agreement,

    2) No less than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends prior to the termination of the Agreement.

    3) The Contractor shall retain all required certificates of coverage during the term of the Agreement and for one year thereafter.

    4) The Contractor shall notify the City in writing by certified mail of any change that materially affects the provisions of coverage required in the Agreement.

    5) The Contractor shall post on each contract site or location a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission informing all persons providing services on the contract that they are required to

be covered, and stating how a person may verify coverage and report lack of coverage.

R. REQUIRED WORKER'S COMPENSATION COVERAGE

"The law requires that each person working pursuant to the contract must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials or providing labor or transportation or other service related to the contract, regardless of the identity of their employer or status as an employee."

The Contractor shall contractually require each person with whom it contracts to perform any or all of this Agreement to:

1. provide coverage, based on property reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code during the term of the Agreement;

2. provide the Contractor, prior to that person performing any services provided in the Agreement,, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the contract, during the term of the Agreement;

3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the term of the Agreement;

4. obtain from each person with whom it contracts, and provide to the Contractor:

   a. a certificate of coverage, prior to the person beginning any services contained in the Agreement; and

   b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the term of the Agreement.

5. retain all required certificates of coverage on file for the duration of the Agreement and for one year thereafter;

6. notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known of any change that

materially affects the provision of any person providing services on the contract;

7. contractually require each person with whom it contracts, to perform as required by paragraphs (1-7) with the certificates of coverage to be provided to the person for whom they are providing services;

8. by signing this Agreement or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services pursuant to this Agreement will be covered by workers' compensation coverage for the duration of the Agreement, that the coverage will be based on proper reporting of classification codes an payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information will be considered to be an event of default;

9. the Contractor's failure to comply with any of these provisions is an event of default.

S. POLICY ENDORSEMENTS

Each insurance policy required shall include the following conditions by endorsement to the policy:

1. Each policy shall require that at least sixty (60) days prior to any, cancellation, a written notice thereof shall be given to the City by certified mail to: Deputy City Manager and City Secretary, City of Bedford, 2000 Forest Ridge Drive, Building "A", Bedford, Texas 76021.

2. The Contractor shall also notify City within 24 hours after any receipt of any notices of expiration, cancellation, non-renewal or material change in coverage it receives from its insurer by certified mail.

3. Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which all are the sole responsibility and risk of the Contractor. The City of Bedford must be included as an additional insured on all policies except Workers Compensation.

T. SAFETY

1. General

a. The Contractor shall comply with all Occupational Safety and Health Act (OSHA) Standards and any other Federal, State or Local rules and regulations applicable to this Agreement in the State of Texas.

b. The Contractor shall comply with any and all applicable safety provisions as a material provision of any Agreement with the City. The City may require demonstration of compliance by the Contractor upon reasonable request.

2. Safety Equipment and Training

The Contractor shall provide for the safety equipment to be used by its employees and/or all of its subcontractors. Further, the Contractor is responsible for all necessary safety training required for its employees and/or all of its subcontractors working as a result of this Agreement.

U. PERFORMANCE BOND.

Contractor shall be required to furnish a performance bond as security for the performance of this Agreement. Said performance bond must be in an amount equal to one hundred thousand dollars ($100,000) for the term of the Agreement.

The Contractor shall pay any and all premiums for the Performance Bonds described above. A certificate for the surety showing that the Performance Bond premiums are paid in full shall accompany the Performance Bond. Such certificate shall be submitted to the City with the Performance Bond on an annual basis. The surety on the Performance Bonds shall be a duly authorized corporate surety authorized to do business in the State of Texas.

V. CONTRACT TERM AND RATES. The term of this Agreement shall be for five (5) years with no extensions. The Contractor may annually request a rate modification pursuant to the provisions outlined in the section entitled "MODIFICATION OF RATES."

W. MODIFICATION OF RATES.

Nothing contained herein shall restrict in any way the City's full exercise of discretion in setting charges, or granting any requested rated increases, for refuse collection and disposal services to any premises in the corporate limits of the City.

The rates agreed upon at the commencement of this Agreement, as reflected in the Rate Sheets attached hereto as Exhibit A, will remain effective until March 1, 2010. The rates may be adjusted upward or downward exclusively by City Council's sole discretion to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index ("CPI") using the CPI-DFW tables. The first CPI rate increase request by the Contractor to the City shall not be requested to be effective before March 1, 2010, and if desired shall be requested by the Contractor by filing a request with the City at least 60 days prior to the March 1st anniversary date. The annual rate adjustment, if approved by the City Council in its sole discretion, will not exceed 70% of the CPI. The Contractor may submit a request for CPI rate increase annually, but may not request more than one rate increase per year

OTHER COST COMPONENTS.
All extraordinary costs, fuel adjustments, and State pass through increases above the CPI adjustment will be handled separately and will be justified by Contractor and reviewed by the City Manager and considered for approval by the Council separately from any CPI or disposal increase requests.

CONSULTANT COSTS.
If the City deems it necessary to hire a consultant to review any portion of the requested rate increase, then the Contractor shall pay to the City 75% of the cost of any City-retained consultants hired to analyze and review a request for a rate increase. The Contractors portion of cost to the City shall not to exceed $18,000 per rate increase request. Failure by the Contractor to pay its share of the City's consultant's costs, as defined herein, within 30 days of being invoiced by the City shall be a default and shall result in any approved rate increase being denied for the requested year.

X. FAVORED NATIONS. If during the term of this Agreement, Contractor enters into a contract, renews or extends a contract for waste service with any city in Northeast Tarrant County which provides for commercial service, twice weekly residential curbside take-all solid waste pick-up and once per week curbside recycling at rates which would produce lower revenues exclusive of fees than the rates provided herein then the City shall be entitled to utilize the entire rate schedule agreed to by Contractor for such municipality in place of those provided herein. Northeast Tarrant County Cities shall be defined as Richland Hills, Haltom City, Watauga, Colleyville, Hurst, Euless, Keller, Southlake, Westlake and Grapevine.

Y. FRANCHISE FEE. As consideration for entering into this Agreement, the Contractor shall pay to the City a franchise fee equal to a minimum of nine

(9) percent of gross revenues collected. The City has the right to review and change this fee with no net reduction in payments to the Contractor.

In addition, all services that the Contractor may provide within the City of Bedford that results from this exclusive franchise will be subject to the Franchise Fee.

ZZ. ADMINISTRATIVE COLLECTION FEE. As consideration for entering into this Agreement the Contractor must agree to pay an Administrative Collection Fee to the City equal to a minimum of five (5) percent of gross revenue collected for all services performed under this Agreement. The Administrative Collection Fee is intended to cover costs associated with collection administration, billing, and record keeping.

AA. CUSTOMER SERVICE, LOCAL OFFICE AND COMPLAINTS. The Contractor shall provide responsive customer service and maintain competent and sufficient staffing at all times thereto. The Contractor shall maintain a local office, within Tarrant County, at its own expense, with a local telephone number for the purpose of handling complaints and other calls regarding the collection services provided. The Contractor agrees to secure an annual listing in a widely distributed local telephone directory under the name by which it conducts business in the City. The Contractor's local customer service center shall be equipped with sufficient personnel and phone equipment to respond to customer complaints and other inquiries between 7:00 a.m. and 6:00 p.m., Monday through Friday and 8:00 a.m. to 12:00 noon on Saturday. The Contractor shall also provide the City a telephone number by which the Contractor can be contacted for after hours emergencies.

Any and all complaints and inquires received prior to 2:00 PM shall be addressed and resolved, if practicable, by the end of the Contractor's workday. Any and all complaints and inquiries received after 2:00 PM shall be addressed and resolved, if practicable, before 12:00 noon the next working day.

The Contractor must designate a minimum of two (2) persons in their customer service function to participate in Bedford's citizen relationship management program, B-Service.

BB. CUSTOMER SERVICE/COMPLAINTS REPORTING. The Contractor shall keep and maintain in the customer service center a daily log of all the service calls which shall show the nature of the call, complaint, or communication, and the resulting action taken as the basis for a monthly reporting process. The City shall have the right to inspect the daily log with 48 hours prior written notice. The Contractor shall maintain a complaint procedure that provides for addressing complaints and inquiries

within the timeframe described in this Agreement. A monthly report will be provided to the City indicating the number of complaints/inquiries received, the date and time received, the nature of the complaint/inquiry, and the resolution including date and time resolved. Throughout the term of this contract, the Contractor shall establish and maintain an authorized Managing Agent and shall designate to the City Manager the name, telephone number, and address of such agent upon whom all notices may be served by the City and to whom complaints received from citizens of the City may be directed. Service upon the Contractor's agent shall always constitute service upon the Contractor. All reports must be provided to the City by the 15th day of the following month. A penalty of $150 will be assessed for each month that reports are not submitted by the deadline.

CC. COLLECTION FREQUENCY AND DAYS. The Contractor agrees to provide recycle services as follows:

1. Residential – The Contractor agrees to make one (1) weekly curbside (and/or front door) collection per residential customer either on Monday or Thursday.

   The Monday or Thursday collection schedule shall be in keeping with the current schedule as much as practicable. A graphic depiction of the current Monday or Thursday pick-up schedule is available upon request to the City.

2. Multi-family/Apartment - The Contractor agrees to make a minimum of one (1) weekly collection per multi-family/apartment customer.

   Additional collections (extra pick-up) may be requested by the multi-family/apartment customer depending on need. Such additional collections will be provided at the extra pick-up rate as proposed by the Contractor.

3. Small Commercial - The Contractor agrees to make a minimum of one (1) weekly collection per small commercial customer.

   Additional collections (extra pick-up) maybe requested by a small commercial customer depending on need. Such additional collections will be provided at the extra pick-up rate as proposed by the Contractor.

When a street is deemed impassable by the City, due to construction work being performed in the right of way the Contractor must follow the alternative route instructions provided by the City to service those locations.

DD. COLLECTION TIMES. The Contractor agrees to provide recycle services during these designated hours as follows:

1. Residential - The Contractor shall not commence service to residential customers prior to 7:00 AM and shall not pick up recyclables in residential areas after 7:00 PM.

   Residential customers shall place their recyclable containers in a designated location for collection no later than 7:00 AM on the designated collection day.

2. Multi-Family/Apartment - The Contractor shall not commence service to multi-family/apartment customers prior to 7:00 AM and shall not pick up recyclables in multi-family/apartment areas after 7:00 PM.

3. Small Commercial - The Contractor shall not commence service to small commercial customers prior to 7:00 AM and shall not pick up recyclables in small commercial areas after **7:00** PM. Pick-ups for commercial sites located immediately adjacent to single-family residential land uses shall cease at 7:00 PM.

Unusual or emergency situations requiring a later temporary change in schedule shall be communicated to, and approved by, city manager or his designee, prior to such a temporary time change being made.

EE. MISSED COLLECTIONS. Any missed collection shall be resolved the same business day, if practical, and if notification is received prior to 2:00 PM. If notification is received after 2:00 PM then the missed collection shall be resolved before 12:00 Noon, if practical, the next working day.

FF. VICIOUS ANIMALS. Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish the collection of recyclables in any case where the owners or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of its inability to make collection.

GG. HOLIDAYS/MAKE-UP DAYS. The City and Contractor agree that the following days shall be recognized as holidays:

New Years Day	Thanksgiving Day
Independence Day	Christmas Day

The Contractor must provide a make-up day the next working day following the holiday, so that each customer receives the same number of collection days as would normally be received in a non-holiday week. For

Monday pick-up the make-up day will be Tuesday, and for Thursday pick-up the make-up day will be Friday. The Contractor will be solely responsible for timely notification of the affected customers of this holiday pick-up. The Contractor, with approval of the City Manager, may elect to collect on a holiday if the request is made in writing thirty (30) days prior to the holiday.

HH. INTERRUPTION OF SERVICE. In the event that the collection and transportation of recyclables should be interrupted by any reason for more than forty-eight (48) hours, the City shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to residents in order to protect the public health and safety, for so long as the interruption of service continues.

If the interruption in service referenced above continues for a period of three (3) business days, and is not caused by a catastrophe, riot, war, governmental order or regulation, fire, accident, reasonably unforeseeable act of God, changes in laws, statues, regulations or ordinances or other similar or different contingency beyond the reasonable control of the Contractor, then the City shall have the right to terminate the rights and privileges granted in this franchise.

If the interruption in service referenced above continues for a period of thirty (30) days for any reason, including an act or acts of force majeure, this will be an event of default.

II. BILLING. The City will remit payment to the Contractor once per month based on gross revenues collected in the prior month, net of the nine (9) percent Franchise Fee and five (5) percent Administrative Fee no later than the 15th of the following month.

The City retains the right to prepay the Contractor. For each month that payment is sent to the Contractor by the 28th day of the month that the collection is made a 1% discount will be assessed.

JJ. COLLECTION REPORTING. The Contractor will be required to provide the City with all necessary reports required by the City for its use in managing recycling services. The Contractor will provide monthly reports related to these four (4) specific areas:

1. Residential "Curbside and Front Door."

2. Multi-Family/Apartment Pilot Study.

3. Multi-Family/Apartment Optional Participation.

4. Small Commercial Optional Participation.

These reports will be based on the Collection Measurement Standard. The purpose of using this standard is to provide ongoing analysis by the Contractor to measure progress towards achieving the State of Texas' **goal** of a forty percent (40%) reduction in the total municipal solid waste stream, per Chapter 361 of the Texas Health and Safety Code.

In addition, the reports will provide the City with the number of customers in each collection category.

These, as well as all other monthly reports, will be required to be received by the City on or before the 15th day of the month following the reporting period. A penalty of $150 will be assessed for each month that reports are not submitted by the deadline.

The City shall have the right to review the books and records kept incidental to the operation of Contractor's business within the City. All information so obtained shall be confidential and shall not be released by the City unless expressly authorized in writing by the Contractor or as required by the Texas Public Information Act.

KK. OTHER REPORTS – The Contractor will complete all necessary recycling reports on behalf of the City for submittal to the Texas Commission on Environmental Quality (TCEQ). Annual TCEQ reports will be received by the City a least 30 days prior to due date for City review and approval.

The City may, at its sole discretion, require other reports it may deem necessary for the management of the recycling services associated with the contract and franchise.

LL. RECYCLABLE MONITORING -- The Contractor must submit a proposed method for monitoring the content of its loads, in order to provide the City with assurance that the Contractor is hauling recyclables only, and not other waste material. Such method should provide the City the ability to ensure that the Contractor is not hauling waste, or mixed loads under the guise of recycling. Should the City have reason to suspect that the Contractor, either knowingly or unknowingly, is hauling mixed loads, the proposed method for monitoring load content shall be implemented to the satisfaction of the City.

The Contractor shall also submit proof to the City, upon demand of the City, that recyclable materials collected under this franchise are not being disposed of in a landfill. In addition, the Contractor shall provide proof of compliance with all Texas Commission on Environmental Quality (TCEQ)

rules, regulations or policies regarding the proper disposition of recyclable materials.

MM. PENALTIES. The Contractor shall be subject to penalties for failure to collect and violation of the collection time provisions of this Agreement. The City Manager will have the sole discretion to assess any penalty.

Failure to Collect

In order to fairly provide quality customer service, the Contractor will be assessed a $50 penalty for each missed pickup above 15 on a monthly basis.

Violation of Collection Times

Any violation of the collection times described herein will be subject to a penalty of $350 per occurrence subject to the sole discretion of the City Manager.

V SCOPE OF SERVICES:

The Contractor shall adhere to the following standards for these categories.

- **Residential**
- **Multi-Family/Apartment**
- **Small Commercial Customer**

A. **RESIDENTIAL**

1. The recycling collection point will be curbside or front door depending on customer request. A separate collection rate for each type of collection point (curbside & front door) shall be provided by the Contractor.

2. Discounted rates for senior citizens shall be provided for both curbside and front door collection.

3. The process of collection will be co-mingled, single stream with these materials accepted: paper, newspaper, newspaper slick inserts, magazines, catalogs, junk mail, light cardboard packaging, brown paper bags, phone books, plastic, polyethylene terephthalate (PET), high density polyethylene plastics (HDPE), milk jugs, soft drink bottles, # 3 clear plastics, glass bottles and jars, metal cans, aluminum, tin and steel. This list is not to be considered comprehensive and may be amended as needed.

4. Collection containers (units) shall be eighteen (18) gallon bins and each shall be accompanied by a suitable, operable, weather resistant lid.

5. Collection frequency will be once per week with roughly one-half (1/2) of the customers serviced on Monday and the remaining customers on Thursday.

6. Collection zones will be established by the City of Bedford.

7. The containers provided by the Contractor shall be equipped with suitable operable covers to prevent blowing or scattering of refuse; shall be maintained in good order, appearance, and in sanitary condition; shall be of uniform color or color scheme; and shall be clearly marked with the Contractor's name and telephone number.

   The Contractor will have the right to charge a replacement cost as recommended by the Contractor, and approved by the City, for containers which are lost, stolen or destroyed. The residential customer shall not be responsible for a container damaged or destroyed by the Contractor. The Contractor will have the right to charge for additional containers that are requested by a residential customer.

8. The Contractor will be required to pick up the quantity of recyclable material generated from a residential unit, provided that same is contained within 18 gallon recycle bin(s), meets the criteria in #3 above, and does not exceed a total of fifty (50) pounds total weight (container and recyclable material).

9. Large pieces of cardboard may be folded flat and placed under a collection bin for collection.

B. **MULTI-FAMILY/APARTMENT**

1. **Pilot Program**

   a. A pilot program will be established for a minimum of a sixty (60) consecutive day period of time. The start date for the pilot program will be determined by the City and will be based on discussions between the Contractor and City staff. The City reserves the right to not initiate the pilot program or terminate it for any reason at any time.

   b. Two (2) multi-family/apartment complexes will be utilized for the pilot program. These complexes will be selected based on discussions between the Contractor and City staff.

c. A pilot program collection rate shall be proposed by the Contractor.

d. The collection measurement standard will be determined by month from data accumulated at the completion of the pilot program.

e. At the conclusion of the pilot program, collection measurement standard data will be reviewed by City staff and the Contractor.

2. **Optional Participation Program**

a. An optional participation program making available recycling services for all apartment complexes may be implemented upon completion of the pilot program at the discretion of the City Council.

b. Recycling services through this program will be available to each multi-family complex in the city upon written request made to the city. Said written request shall be forwarded to the Contractor in order for recycling services to be initiated.

c. Upon completion of the above referenced pilot program, a multi-family/apartment collection rate shall be shall be negotiated between the City and the Contractor.

d. The Contractor will have the right to charge, and the City the right to collect, a fee based on the Contractor's proposed collection rate.

3. **Performance Standards**

The following performance standards must be met in both the pilot program and optional participation program.

a. The collection point will be adjacent to solid waste receptacles. The sites will be agreed upon by the City and recommended by the Contractor with review and comment by multi-family/apartment complex management.

b. The process of collection will be co-mingled, single stream with these materials accepted: paper, newspaper, newspaper slick inserts, magazines, catalogs, junk mail, light cardboard packaging, brown paper bags, phone books, plastic, polyethylene terephthalate, high density polyethylene plastics, milk jugs, soft drink bottles, # 3 clear plastics, glass bottles and jars, metal cans, aluminum, tin, and steel. This list is not considered to be comprehensive and maybe amended as needed.

c. Collection containers (units) will be at a minimum 95-gallon wheeled totes and at a maximum eight (8) cubic yard, front load dumpsters.

d. Collection frequency will be once per week (refer to VI General Specifications, (JJ). Collection Frequency and Days).

e. Collection zones (or districts) can be requested by the Contractor, and can be designated with review and approval of the City.

f. The Contractor will be required to pick up the quantity of material generated from an Apartment Complex, provided that same is properly prepared, bagged, and/or stored for collection.

g. The Contractor shall not be required to collect recyclables that have been contaminated with trash, garbage or other non-compliant materials.

C. **SMALL COMMERCIAL COLLECTION**

1. Recycling services shall be provided to all small commercial businesses throughout the city on an optional participation basis. This program will be available upon written request made to the city. Said written request shall be forwarded to the Contractor in order for recycling services to be initiated.

2. The process of collection will be co-mingled, single stream with these materials accepted: paper, newspaper, newspaper slick inserts, magazines, catalogs, junk mail, light cardboard packaging, brown paper bags, phone books, plastic, polyethylene terephthalate (PET), high density polyethylene plastics (HDPE), milk jugs, soft drink bottles, # 3 clear plastics, glass bottles and jars, metal cans, aluminum, tin, and steel. This list is not considered to be comprehensive and may be amended as needed.

3. A small commercial collection rate shall be proposed.

4. The Contractor will have the right to charge, and the City the right to collect, a fee based on the Contractor's proposed collection rate.

5. The Contractor agrees to make a minimum of one (1) weekly collection per small commercial customer.

6. Additional collections (extra pick-up) maybe requested by a small commercial customer depending on need. Such additional collections will be provided at the extra pick-up rate as proposed by the Contractor.

7. Small commercial customers will have a recycling container choice that is limited to one of these four capacities: 18 gallon bin, 32 gallon wheeled tote, 64 gallon wheeled tote and 95 gallon wheeled tote, or other container as approved by the City.

8. Small commercial recycling collections shall be performed between 7:00 AM and 7:00 PM.

9. Holiday collections shall be the working day following the normal collection day.

Industrial Recycling Services –The Proposer shall provide any necessary information concerning vendors ability to provide the following industrial services.

- Open top recycling roll-off service (20, 30, and 40 yard)
- Compact service for cardboard recycling
- Special collection

VI EQUIPMENT:

The Contractor shall provide equipment which meets or exceeds the following:

A. TYPE. The Contractor shall use only vehicles with bodies that are watertight to a depth of not less than eighteen (18) inches, with solid sides, using pneumatic tires. All equipment utilized by the Contractor shall be kept in good repair, appearance, and in a sanitary condition at all times.

B. AMOUNT. The Contractor shall provide sufficient equipment in a proper operating condition so regular schedules and routes of collection can be maintained.

C. CONDITION. Equipment is to be maintained in a clean and safe working condition. No advertising shall be permitted on vehicles. Vehicles must have name of the Contractor and phone numbers in letters and numbers legible from 150 feet and a unit number. The City shall have the right to inspect all equipment and may require the Contractor not to use a piece of equipment for good and reasonable cause. The Contractor's logo on the equipment shall not be considered advertising.

D. PROTECTION FROM SCATTERING. Each vehicle shall be equipped with a cover, if needed, which may be net with mesh not greater than one and one-half (1½) inches, or a tarpaulin, or fully enclosed metal top in order to prevent leakage, blowing or scattering of recyclables onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the processing facility/location, or when

parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter recyclables; however, if recyclables are scattered from the Contractor's vehicle for any reason, they shall be picked up and removed immediately. Each vehicle shall be equipped with a broom and shovel for this purpose with pickup and removal being conducted in an orderly and safe manner. If the Contractor determines that said pickup and removal cannot occur in an orderly and safe manner, the Contractor shall take all measures appropriate to secure the area and immediately contact the City.

E. MISCELLANEOUS. **No vehicle assigned to this contract shall be older than 10 years old.**

Vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition. An updated list of equipment must be submitted to the City on an annual basis. The list is due on the anniversary date of the contract.

The Contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations.

The Contractor shall train drivers to protect Bedford streets and not make sudden breaking stops that will damage street surfaces.

F. DAMAGE TO PAVEMENT. The Contractor shall not be responsible for any damages to the City's pavement, curbing or other driving surfaces resulting from Contractor's providing service at City's location.

VII INCENTIVES:

The Contractor shall agree to meet the following minimum requirements relative to contributions, assistance requests, education strategies, and program supplements. They are as follows:

A. Contractor agrees to provide a twice-yearly information that can be used to update citizens on recycling policies and programs regarding brush pickup, yard waste reduction, Christmas tree recycling, community clean-ups and other waste saving programs and events. Contractor agrees to provide camera-ready or digital format layouts for printing and distribution by the City. All promotional and educational materials must be approved by the City prior to printing. In addition, the Contractor will provide an annual contribution of $12,000 cash for each year of the franchise as a contribution for the City's use in its educational, marketing, and advertising programs. First payment to be made on the effective date of franchise with future payments falling on the franchise anniversary date.

B. Contractor will seek and assist in all grant applications that may be applicable in an effort to provide funding and in-kind resources for existing or future City recycling programs.

C. Contractor will provide, at its own expense, a recycle program and appropriately sized collection containers at all municipal facilities, sites and during selected City sponsored special events designated by City staff during the term of the contract. Special events will include, but will not be limited to, the Bedford Music Festival and 4thfest.

E. The Contractor shall donate annually to the City the sum of $5,000 for a citywide beautification program to be implemented by a commission or board comprised of citizen volunteers. First payment to be made on the effective date of franchise with future payments falling on the franchise anniversary date.

VIII SUPERVISION BY CITY:

The City expressly reserves the right to establish necessary rules and regulations for recycling services and from time to time modify those rules and regulations. However, the Contractor shall be given due written notice and if requested in writing, the Contractor shall be entitled to a hearing before the City Council prior to the adoption of any such requirements.

The City expressly reserves the right to enforce health requirements. The City Manager, or his/her designee, may elect to make inspection trips to determine whether or not recyclable materials are being properly collected, transported and processed as required by the provisions of this or any other applicable health ordinance, State Agency rule, policy or law and in the event it is found that a violation exists or has existed, appropriate and timely action shall be taken to insure a full compliance with its provisions.

IX CONTRACTOR'S RELATION TO THE CITY:

A. CONTRACTOR AS INDEPENDENT CONTRACTOR. It is expressly agreed and understood that the Contractor is in all respects an independent Contractor as to the work, licenses, or privileges granted herein, notwithstanding the Contractor is bound to follow the direction of designated City officials, and that the Contractor is in no respect an officer, agent, servant or employee of the City. This Agreement specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in this franchise. It is further understood and agreed that Contractor shall be solely responsible for the acts and omissions of its officer, agents, servants, employees, contractors, subcontractors,

licensees, and invitees; that the doctrine of respondent superior shall not apply as between City and Contractor; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

B. ASSIGNMENT. This franchise, or any portion thereof, shall not be assigned to an unaffiliated third party except with the prior written consent of the City Council, which shall be in the sole discretion of the City. No such consent will be construed as making the City a party of or to such sub franchise or contract, or subjecting the City to liability of any kind to any subcontractor firm. No assignment shall, under any circumstances, relieve the Contractor of its liability and obligation under this franchise, and despite any such assignment, the City shall deal through the Contractor. Subcontractors will be dealt with as workers and representatives of the Contractor, and as such shall be subject to the same requirements as to character and competence as are other employees of the Contractor.

C. CITY MANAGER TO BE REFEREE. To prevent misunderstanding and litigation, the City Manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the franchise provisions, and the acceptable fulfillment of the franchise on the part of the Contractor; and the City Manager will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory. The City Manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of this franchise and the findings and conclusions may be appealed to the City Council. If at any time during the life of this contract, the performance of the Contractor does not meet the standards set forth herein, the Contractor, upon notification by the City, shall increase the forces, tools or equipment as needed to properly perform the contract. The failure of the City to give such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by this Agreement.

D. INSPECTION OF WORK. The Contractor shall furnish the City Manager or his authorized representative with every reasonable opportunity for ascertaining whether or not the work performed is in accordance with the requirements of this franchise. The City Manager may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contractor shall allow authorized representatives of the City to make such inspections.

E. LIAISON. The Contractor shall designate, in writing, the person to serve as agent and liaison between its organization and the City.

F. TAXES. The Contractor shall be responsible for all federal, state and local taxes including sales tax, social security, unemployment insurance, ad valorem, and other required taxes which may be chargeable against labor, material, equipment, real estate and other items necessary to and in performance of this franchise.

G. CITY NOT LIABLE FOR DELAYS. It is expressly understood and agreed that in no event shall the City be liable or responsible to the Contractor or to any other person for any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or from or on account of any delay form any cause over which the City has no control.

H. LICENSES, PERMITS, FEES. Contractor agrees to obtain and pay for all licenses, permits, certifications, inspections, and other fees required by law or otherwise necessary to perform the services prescribed herein. The Contractor shall also pay, at its own expense, any and all fees associated with the collection, transportation, and processing of recyclables.

I. BREACH OF CONTRACT OR DEFAULT. It shall be the duty of the City Manager and/or his designee to observe the collection, transportation and processing of recyclables, if in the opinion of the City Manager there has been a breach of contract or default as defined herein, the City shall notify the Contractor, in writing, specifying the manner in which there has been a breach of contract. If within a period of seven (7) days, the Contractor has not eliminated the conditions considered to be a breach of contract, the City Manager shall so notify the City Council and a hearing shall be set for a date within twenty (20) days of such notice.

At that time, the City Council shall hear the Contractor and the City representatives and make a determination as to whether or not there has been a breach of contract, and direct what further action shall be taken by the City or the Contractor, as hereinafter provided.

J. CANCELLATION OR TERMINATION OF CONTRACT. If the Contractor fails to begin work at the time specified, or fails to perform the work with sufficient number of workers and sufficient and adequate equipment to ensure the proper and substantial performance of said refuse collection work, or performs unsuitable work, or discontinues the prosecution of the work or any portion thereof, or for any other cause whatsoever, excepting force majeure events, does not carry on the work as aforesaid or otherwise defaults under any other terms, conditions or obligations of this franchise, or if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and

if the City through its City Manager gives notice of such default, and the Contractor fails to rectify such default within seven (7) days after the giving of such notice by the City, then the City may thereupon by action of the City Council declare the franchise canceled. Such cancellation of the franchise shall not relieve the Contractor of liability for failure to faithfully perform this franchise, and in case the expense incurred by the City to secure substitute services provided for in said contract shall exceed the sum which would have been payable under the franchise, then the Contractor shall be liable to the City for the amount of any such expense in excess of the per-unit contract price.

K. NOTICES. All notices and other written communications, except as otherwise noted or hereafter specified in writing, required to be sent pursuant to this franchise shall be via the U.S. Mail, certified return receipt requested, to the following individuals at the address noted:

If to the City:

The City of Bedford
2000 Forest Ridge Drive
Bedford, Texas 76021
Attention: City Secretary

If to the Contractor:

General Manager
Allied Waste Services
6100 Elliott-Reeder Road
Fort Worth, TX 76117

COMMUNIQUE

AGENDA

ALLIED WASTE SERVICES
CITY OF BEDFORD
RATE SHEET

COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

SIZE	*1 X*	*2 X*	*3 X*	*4 X*	*5 X*	*6 X*	*EXTRA*
2 YD	58.59	113.99	170.97	227.97	284.97	341.96	32.07
3 YD	68.02	132.89	199.33	265.76	332.20	398.65	35.79
4 YD	77.47	151.79	227.66	303.56	379.44	455.35	39.73
6 YD	96.37	189.58	284.35	379.15	473.94	568.72	50.26
8 YD	115.27	227.37	341.05	454.73	568.41	682.10	60.17
2 YD Comp	184.54	378.46	601.81	820.69	1037.29	1261.84	59.98
6 YD Comp	303.56	629.42	1000.93	1364.92	1725.13	2098.59	88.45
8 YD Comp	381.53	748.03	1207.32	1691.61	2103.14	2516.95	112.51

COMMERCIAL ROLLOFF RATES

SIZE	*TYPE*	*DELIVERY*	*RENTAL PER DAY*	*TOTAL PER LD*	*DEPOSIT PER CONT*
20 YD	OPEN	127.11	4.91	350.27	282.46
25 YD	OPEN	127.11	4.91	378.51	282.46
30 YD	OPEN	127.11	4.91	402.52	282.46
35 YD	OPEN	127.11	4.91	430.76	282.46
40 YD	OPEN	127.11	4.91	459.01	282.46
28 YD	COMP	127.11	NEGO	444.89	NEGO
30 YD	COMP	127.11	NEGO	487.26	NEGO
35 YD	COMP	127.11	NEGO	552.23	NEGO
40 YD	COMP	127.11	NEGO	586.12	NEGO
42 YD	COMP	127.11	NEGO	600.24	NEGO

SMALL COMMERCIAL RECYCLE

SIZE	*1 X*	*2 X*
18 GAL	2.08	4.15
32 GAL	3.67	7.31
64 GAL	5.30	9.77
95 GAL	6.28	10.57

FRANCHISE FEE 9% ADMIN. / COLLECTION FEE 5%

RESIDENTIAL SPECIAL HAUL FEE $ 10.59 PER YARD, LOOSE MATERIAL

COMMERCIAL HANDLOAD 2 TIMES PER WEEK @ $ 18.23 PER MONTH
(Limit 4 bags per pickup)

CASTERS $1.06 **/PER CASTER, PER LIFT**
LOCKS $2.11 **/LIFT**
GATES $3.52 **/PER GATE, PER LIFT**

RESIDENTIAL CURBSIDE: $7.18 **/MONTH**
RECYCLING CURBSIDE: $1.97 **/MONTH**
RESI & RECYCLE CURBSIDE TOTAL: $9.15 **/MONTH**

RESIDENTIAL SENIOR CITIZEN: $7.18 **/MONTH**
RESIDENTIAL SENIOR CITIZEN RECYCLING: $1.44 **/MONTH**
SR RESI & RECYCLE CURBSIDE TOTAL: $8.62 **/MONTH**

RESIDENTIAL SENIOR FRONT DOOR: $14.31 **/MONTH**
RESIDENTIAL SENIOR FRONT DOOR RECYCLE: $3.07 **/MONTH**
RESI SENIOR FRONT DOOR TOTAL: $17.38 **/MONTH**

EFFECTIVE DATE 1/1/2009 **CITY HALL PHONE #** 817 / 952-2100

Signed this 5th day of December, 2008.

CITY OF BEDFORD

By: _____
Beverly Queen, City Manager

ALLIED WASTE SYSTEMS, INC.
ALLIED WASTE SERVICES
OF FORT WORTH

By: _____
Christopher Synek, Sr. Vice President

ATTEST:

By: _____
Shanae Jennings, City Secretary

COMMUNIQUE

AGENDA

AMENDMENT NO. 1 TO THAT CONTRACT BETWEEN THE CITY OF BEDFORD AND ALLIED WASTE SYSTEMS, INC., D/B/A ALLIED WASTE SERVICES FORT WORTH DATED AND EFFECTIVE October 19, 2009

This contract amendment ("Contract Amendment No. 1") shall amend the Contract effective on January 1, 2009 by and between the City of Bedford, Texas ("City") and Allied Waste Systems, Inc. dba Allied Waste Services Fort Worth ("Contractor") (the "Contract").

The Contract is hereby amended by deleting Section W and replacing it in its entirety with a new Section W to read as follows:

W. MODIFICATION OF RATES.

DISPOSAL COST COMPONENT. The Contractor may request a rate increase on an annual basis. The percentage rate increase requested by the Contractor to recover disposal costs shall be based on the sum of the percentage rate change in the gate rates at the landfills used by the Contractor compared to the sum of the gate rates for compacted municipal solid waste in effect on the effective date of the Agreement. The percentage change in the sum of the gate rates shall be multiplied by the disposal cost factor of 30% and the resulting percentage shall be considered to be the disposal adjustment percentage for that period. In the event that the gate rate for one of the above landfills is reported in tons at any time, such rate shall be converted to a yardage rate based upon three (3) yards to one (1) ton. In calculating the disposal cost related rate increase, in no case would the percentage of the customer's rate being adjusted for the disposal cost exceed 30% of the total rate. The Contractor shall furnish adequate documentary evidence as to gate rates in effect on the date of request by January 1st of each year in which a rate increase for disposal costs is requested, and the City Council, upon investigation and consideration of the circumstances surrounding the request, may approve or disapprove such request, having due regard for such factors as the City Council may deem relevant in its sole discretion. The Contractor shall, upon request of the City, furnish all data it deems relevant to use in consideration of the rate increase request.

All other provisions of the Contract shall remain unchanged and in full force and effect.

Signed this 19th of October, 2009

CITY OF BEDFORD

By: Jim Story

Jim Story, Mayor

ALLIED WASTE SYSTEMS, INC.
dba ALLIED WASTE SERVICES
OF FORT WORTH

By: Nick Stefkovich

Nick Stefkovich, Area President

AMENDMENT NO. 1 TO THAT CONTRACT FOR RECYCLING SERVICES BETWEEN THE CITY OF BEDFORD AND ALLIED WASTE SYSTEMS, INC. D/B/A ALLIED WASTE SERVICES OF FORT WORTH DATED AND EFFECTIVE June 22, 2010.

This contract amendment ("Contract Amendment No. 1") shall amend the Contract for Recycling Services effective on January 1, 2009 by and between the City of Bedford, Texas ("City") and Allied Waste Systems, Inc. dba Allied Waste Services of Fort Worth ("Contractor") (the "Contract").

The contract is hereby amended by deleting Section IV "General Specifications", Subsection CC "Collection Frequency and Days", 1. "Residential", and replacing it in its entirety with a new Section IV "General Specifications", Subsection CC "Collection Frequency and Days", 1. "Residential" to read as follows:

CC. COLLECTION FREQUENCY AND DAYS. The Contractor agrees to provide recycle services as follows:

1. Residential – The Contractor agrees to make one (1) weekly curbside (and/or front door) collection per residential customer. Residential recycling service will be picked up once a week on Thursday, West of Central Drive, and on Friday, East of Central Drive.

   The Thursday or Friday collection schedule shall be in keeping with the same schedule as much as practicable. A graphic depiction of the current Thursday or Friday pick-up schedule is available upon request to the City.

2. Multi-family/Apartment - The Contractor agrees to make a minimum of one (1) weekly collection per multi-family/apartment customer.

   Additional collections (extra pick-up) may be requested by the multi-family/apartment customer depending on need. Such additional collections will be provided at the extra pick-up rate as proposed by the Contractor.

3. Small Commercial - The Contractor agrees to make a minimum of one (1) weekly collection per small commercial customer.

Additional collections (extra pick-up) maybe requested by a small commercial customer depending on need. Such additional collections will be provided at the extra pick-up rate as proposed by the Contractor.

When a street is deemed impassable by the City, due to construction work being performed in the right of way the Contractor must follow the alternative route instructions provided by the City to service those locations.

All other provisions of the original Recycling Services contract between the City of Bedford and Allied Waste Services of Fort Worth effective January 1, 2009 shall remain unchanged and in full force and effect.

Signed this 20th of July, 2010

CITY OF BEDFORD

By: Jim Story
Jim Story, Mayor

ALLIED WASTE SYSTEMS, INC.
d/b/a ALLIED WASTE SERVICES
OF FORT WORTH

By: Nicholas Stefkovich
Nicholas Stefkovich, Area President

SECOND AMENDMENT TO AGREEMENT FOR RECYCLING SERVICES

This Second Amendment to Agreement for Recycling Services (this "Amendment") is dated effective the 26 day of March, 2013 (the "Effective Date"), between the City of Bedford, Texas (the "City"), and Allied Waste Services of Fort Worth, LLC, a Texas limited liability company, as successor-in-interest to Allied Waste Systems, Inc. ("Contractor").

Recitals

A. The City and Contractor entered into that certain Agreement for Recycling Services, dated October 21, 2008, as amended (the "Agreement"), pursuant to which Contractor agreed to provide certain solid waste collection and disposal services.

B. The City and the Contractor now desire to amend certain provisions of the Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

2. Extension. The Agreement is hereby extended for an additional five (5) year term commencing on January 1, 2014.

3. Excluded Waste. The following new definition is hereby added to Article II of the Agreement:

> "Excluded Waste – Recyclable Materials collected under this Agreement specifically exclude hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined herein and by federal, state, provincial or local law or any otherwise regulated waste ("Excluded Waste"). Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable law."

4. Title to Recyclable Materials. Title to Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle. Notwithstanding anything to the contrary in the Agreement, title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

5. Indemnification. Article IV, Section K of the Agreement is hereby deleted in its entirety and replaced with the following new Article IV, Section K:

> "K. INDEMNIFICATION. "The Contractor shall waive all claims, fully release, indemnify, defend, and hold harmless the City and all of its elected and appointed officials, officers, agents, consultants, employees, attorneys, and invitees in both their public and private capacities, from any and all liability, claims, suits, demands, or causes of action which are a result of the Contractor's negligence or willful misconduct, or resulting from any third-party claims, demands, suits or legal actions regarding the validity of this contract or any portion thereof, including all expenses of litigation, damages, fines and/or settlement which may arise by injury to property, business interest (as it relates to third-party claims challenging the validity of this Agreement), or persons occasioned by the willful misconduct or negligent act of the Contractor, its officers, agents, consultants, employees or invitees, collectively, the "Contractor Parties", arising out of or in connection with this Agreement. The Contractor will at its own cost and expense defend and protect the City and all of its elected and appointed officials, officers, agents, consultants, employees, attorneys and invitees in both their public and private capacities, collectively, the "City Parties", from any and all such claims and demands. Also, the Contractor agrees to and shall indemnify, defend and hold harmless the City Parties, from and against all claims, losses, damages, causes of action, suit and liability, including all expenses of litigation, court costs and attorneys fees for injury to or death of any person or for any damage to any property arising out of the Contractors negligence or willful misconduct or in connection with willful misconduct or negligent acts of the Contractor Parties under this Agreement or any and all activity or use pursuant to this Agreement. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunity established by law or pursuant to Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law."

6. Rate Adjustments. The first two paragraphs of Article IV, Section W are hereby deleted and replaced with the following new rate modification provision:

> "W. MODIFICATION OF RATES. Each of the rates under this Agreement shall increase by 3.75% effective May 1st of the years 2013, 2015, and 2017.

7. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

8. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Effective Date.

CONTRACTOR:

ALLIED WASTE SERVICES OF FORT WORTH, LLC,
a Texas limited liability company

By: _____
Name: Kevin Cordesmeyer
Title: Area President

CITY:

CITY OF BEDFORD, TEXAS

By: _____
Name: Beverly Griffith
Title: City Manager

COMMUNIQUE

AGENDA

2015 Residential Rate Comparison

	Bedford*	Colleyville	Euless	Grapevine	Hurst	NRH	Southlake
Franchise Fee	9%	8%	10%	12%	10%	10%	10%
Trash	$ 7.70	$ 9.77	$ 8.73	$ 9.77	$ 7.57	$ 8.96	$ 9.50
Recycle	$ 3.78	$ 3.22	$ 2.60	$ 2.99	$ 3.74	$ 3.91	$ 3.80
Total	**$ 11.48**	**$ 12.99**	**$ 11.33**	**$ 12.76**	**$ 11.31**	**$ 12.87**	**$ 13.30**
Next Price Increase Date	05/01/2017	10/01/2015	03/01/2016	10/01/2015	11/01/2015	03/01/2016	10/01/2015
Price Increase Schedule	Every 2 Years**	Yearly	Yearly	Yearly	Yearly	Yearly	Yearly
Type of Price Increase	3.75%	CPI	3.00%	CPI	CPI	2.75%	CPI
Carts Recycle	Proposed	Yes	Yes - Options	Yes	Yes	Yes	Yes

CPI- Consumer Price Index

***Bedford - Rate includes May 2015 3.75% increase and cart adoption.**

****Bedford - Future price increases apply only to Solid Waste Rates.**

Jakubik, Megan

From: Gibson, Roger
Sent: Monday, March 09, 2015 7:31 AM
To: Barry Smith
Cc: Becky & Gerald Roper; Don & Doris Jones ; Ginger Czuleger ; Marcey Justin ; Vicky Smith
Subject: RE: Recycling Carts

From: Barry Smith
Sent: Monday, March 09, 2015 7:23 AM
To: Gibson, Roger
Cc: Becky & Gerald Roper; Don & Doris Jones ; Ginger Czuleger ; Marcey Justin ; Vicky Smith
Subject: Recycling Carts
Importance: High

Mr. Gibson:

I read this article online this morning. I have already expressed my opinion of this idea to Mr. Hoover.

I would like to reiterate that I do not like these recycling carts. They take up a lot of room, are ugly and are a potential health hazard. The current bins do not take up much room and are easily cleaned. Please retain the recycling bins.

Thanks.

Barry Smith
3117 Shenandoah Drive
Bedford, TX 76021
(817)485-8871

Bedford considers replacing recycling bins with carts

By Elizabeth Campbell

liz@star-telegram.com

03/03/2015 6:00 AM

03/03/2015 12:00 PM

- Story
- Comments

BEDFORD

The city is considering using carts for recycling instead of the blue bins that people carry to the curb.

Last August, Republic Services, which provides garbage pickup and recycling in Bedford, started a pilot program along two routes with 2,500 homes where residents were given 65-gallon carts with flip-open lids for recycling.

Jeri Harwell, a Republic Services representative told council members during the Feb. 24 work session that she was amazed by the positive response.

“I was absolutely shocked. I sent out 2,600 surveys and got 811 back; 97 percent said they wanted the carts,” Harwell told council members. “I believe that your residents are ready to move in that direction.”

Mayor Jim Griffin said he wants to move forward with discussions on the recycling carts and that it will be on an agenda this month.

If the council approves a plan to switch from using the bins to the carts, the new recycling option could begin as early as May.

Mirenda McQuagge-Walden, managing director for the city said Republic Services, proposed a rate increase of $1.67, which would mean the residential recycling rate would increase to $3.78, but the amount is still under negotiation, she said.

Although most residents who took part in the pilot program liked the carts, Hardlow said senior citizens did not recycle as much, even with the blue bins.

Hurst already uses recycling carts and has a program called Recycle Bank in which residents build up points toward magazine subscriptions and other items by recycling.

Euless has a hybrid recycling program in which people have the option of using blue bags, bins or carts, said spokeswoman Betsy Deck.

Elizabeth Campbell, 817-390-7696

Twitter: @fwstliz

Hurst-Euless-Bedford News

Community calendar

Veteran wins fourth Officer of the Year award in Bedford

Police move into new Hurst Justice Center

Eyes on H-E-B: Expo on Friday is a home run for businesses and consumers

New expressway spells relief for Northeast Tarrant

Hurst-Euless-Bedford News

Read more here: http://www.star-telegram.com/news/local/community/hurst-euless-bedford_news/article11929883.html#storylink=cpy

Jakubik, Megan

From: Gibson, Roger
Sent: Wednesday, March 11, 2015 10:09 AM
To: Tom Green
Cc: Jakubik, Megan
Subject: RE: Morrow Green large trash container pilot program

From: Tom Green
Sent: Tuesday, March 10, 2015 9:48 PM
To: Gibson, Roger
Subject: RE: Morrow Green large trash container pilot program

Mr. Gibson:

We didn't have room in our garage w/2 cars and household effects to stow the large, green recycling container. We were given the option of opting out of the pilot program and accepted that offer. Our neighbor has to move one of his cars out of his garage in order to roll in and out the green container provided for his household. We have 2 cars as well and would have to do the same if we were required to take one of the large,green containers. The garages here are limited in space for 2 car families w/household effects stored in them. Good idea but here in Morrow Green we have been told the containers must be placed out of sight and our household doesn't have room to do that. This is offered for perspective as the decision by the City regarding the containers is being considered.
Carl Green, 817-358-9243

Jakubik, Megan

From: Gibson, Roger
Sent: Friday, March 06, 2015 10:08 AM
To: Jakubik, Megan
Subject: FW: Recycle cart program

From: Ed Shuttleworth
Date: March 4, 2015 at 9:50:14 AM CST
To: <jim.griffin@bedfordtx.gov>, <michael.boyter@bedfordtx.gov>, <jim.davisson@bedfordtx.gov>, <roger.fisher@bedfordtx.gov>, <ray.champney@bedfordtx.gov>, <roy.turner@bedfordtx.gov>, <steve.farco@bedfordtx.gov>
Subject: Recycle cart program

J. Edward Shuttleworth Jr.
2016 Knoxville Drive
Bedford, Texas 76022
817-399-9415 mbl 817-991-1042

March 4, 2015

Dear Bedford City Council,

I see once again the city is exploring the uses of carts for recycling pick-up replacing the bins we are currently using. The pilot program was started last fall and I was against that and doing a city wide switch over to carts I am also against.

The reasons why I am against this is I have gone through this bin / bag to cart pick up in the City of Fort Worth and it becomes a slippery slope. First we get the carts for “free” to recycle, but our rates go up for the privilege of making Republic’s job easier. The carts are much bigger than the bins and do not fit as nicely in most area garages. This can be easily seen throughout the City of Hurst today, since that recycle cart program was rolled out most carts are outside against the houses around the garage area seen from the road. The next program Republic will want to roll out will be regular trash pick-up in carts claiming how well the recycle program is working in the City of Bedford. Republic will give “free” carts again for trash, ask for a rate increase and move the City of Bedford to once a week trash pick-up. More money less service and another cart to sit outside towards the front of people’s homes and if your cart that they give you is not big enough for your household you may request a larger cart, but there will be a charge for the new cart and a higher monthly pick up rate. When trash cart program is in place they will not pick up anything outside the carts and move the City of Bedford to a once a month “large” debris pick up. There definition in the City of Fort Worth was quite amusing and anything that did not fit the definition or time frame was cause for an extra charge. The next problem became the carts being seen from the road. Let’s face it the new cart are clean plastic and do not look bad for the street sort of, but 2 yr. old carts that a machine picks up once a week and through down once empty not so nice. The compliances came into the City of Fort Worth about ugly trash carts being seen from the streets and hurting property values. The city passed an ordinance the said no carts maybe visible from the streets. That meant behind a fence or in the garage. The City of Bedford does not allow fences brought up to the front corners of homes, which means moving carts from backyard to the street or storing the large carts full of trash in your garage for a week. Neither option available is great, smelly garage with a large amount of space taken up by carts or in the backyard with trash available to animals and now I have to look at trash carts.

I have been through the process once before and I see the City of Bedford heading the same way. Republic is going to say that the pilot program is was well accepted and the rest of the City of Bedford is looking forward to move on to the cart program, it is there job to lower their long term costs and generate more money through rate increases to cover the costs of the “free” carts. I for one a very much against the program and if the cart recycle program goes into effect I will stop recycling. I put out three bins almost every week and I know that two of my neighbors are of like mind. So put a stop to the cart program now. The motto of “Life is better in Bedford” is meant for the residents not the big businesses working for the city.

Sincerely,

J. Edward Shuttleworth Jr. Resident of Bedford for 15 yrs.

Jakubik, Megan

From: Heather Prough-Brown <heatherproughbrown@gmail.com>
Sent: Saturday, March 07, 2015 6:48 PM
To: Jakubik, Megan
Subject: Re: Recycling Bins

From:
Date: March 4, 2015 at 9:56:40 PM CST
To: "jim.griffin@bedfordtx.gov" <jim.griffin@bedfordtx.gov>
Subject: Recycling Bins

We just bought in Bedford. We lived in Hurst for 10 years. We don't want to pay the extra cost for recycling bins that we rarely use. Please, don't vote for them.

Thank you for your consideration.

Heather Prough-Brown

Sent from Windows Mail

Jakubik, Megan

From: McQuagge, Mirenda
Sent: Wednesday, March 04, 2015 4:08 PM
To: Jakubik, Megan
Subject: FW: Recycling bins

From: Ina Klune
Sent: Wednesday, March 04, 2015 3:39 PM
To: McQuagge, Mirenda
Subject: Recycling bins

I read in the newspaper today, March 4, that the city is considering replacing the blue recycling bins with 65 gallon size carts. We are perfectly happy with the blue bins, they are ugly, but the 65 gallons bins are worse. Try to drive thru Hurst on pick up day and see all these giant bins sitting out until people come home and bring them inside. Furthermore the rate would increase. I suggest we keep what we have now.

With all due respect,
Ina Klune
3721 Westview Dr.

Jakubik, Megan

From: Hoover, Thomas
Sent: Thursday, March 05, 2015 2:47 PM
To: Jakubik, Megan
Subject: Fw: Recycling bins

From: upandaway
Sent: Thursday, March 5, 2015 11:51 AM
To: Barry Smith; Hoover, Thomas
Cc: Miller, David; Becky & Gerald Roper; Marcey Justin; Don & Doris Jones
Subject: RE: Recycling bins

I highly object to the large unsightly recycling bins also .The current bins I agree are adequate and easy to maintain so I am voting no to the
ridiculous idea of changing our current recycle bins please take this into careful consideration at this time. I am The homeowner, Jane P. Czuleger, 3116 Shenandoah Drive, Bedford , Texas. My
current phone number is 817-398-4002 if you would like to contact me.The other number you have on file is no longer a working number. Please update your information . Thank you .

Sent on a Sprint Samsung Galaxy Note® II

Jakubik, Megan

From: Gibson, Roger
Sent: Friday, March 06, 2015 10:08 AM
To: Jakubik, Megan
Subject: FW: Carts for Recycling

From: Jay G Gosdin
Date: March 6, 2015 at 12:11:32 AM CST
To: "jim.griffin@bedfordtx.gov" <jim.griffin@bedfordtx.gov>
Subject: Carts for Recycling
Reply-To: Jay G Gosdin

I read an article in the local newspaper this week that the city of Bedford is considering changing over from recycling bins to carts. I think this would be very wrong for my neighborhood in Bedford. I think most residents would leave their carts outside in their front yards, and in no time, these carts would be overturned, not used, and mosquito infested. If we had rear garages, carts would be fine. But in Bedford as you know, most homes have front facing garages. Also my wife and I, who are avid recyclers, keep our two bins, neatly stacked in our garage, next to the entrance door, to easily throw recycle material into. We have no room in our garage for a cart!

So please, vote no for carts in Bedford. They will be just one more thing along with backyard structures that will continue to make Bedford a place not to live!

Thank you.

Jay Gosdin

Jakubik, Megan

From: [redacted]
Sent: Wednesday, March 18, 2015 12:33 PM
To: Jakubik, Megan
Subject: Recycling Project

Dear Council:
I am STRONGLY in favor of the new upright rolling recycle bins. I'm an avid recycler; I've lived in Bedford nearly 40 years; I'm getting older...I need the help from the upright rolling bins...Seriously, they would be great. We all need them.

Thank you,
Jodie Wright-Tepfer
836 Springdale Rd.
817 282-3372

[redacted]

AGENDA

Council Agenda Background

PRESENTER: Meg Jakubik, Assistant to the City Manager **DATE:** 03/24/15

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

ITEM:

Consider an ordinance amending Ordinance No. 08-2905 awarding the contract to Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., for Solid Waste Collection Services to include Article IV. Section W. "Modification of Rates"; and granting an extension of the contract for an additional two year term commencing on January 1, 2019.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

At the February 24, 2015 Work Session, Jeri Harwell presented information on the results of the Recycling Cart Pilot Program. As the City Council was of the consensus to move forward with amending the Recycling Contract to adopt carts, the proposed contract amendment would extend the term of the solid waste contract as well.

The Solid Waste Contract would be extended by a two year term, beginning with January 1, 2019 through December 31, 2020. Additionally, the rate modification provision of a 3.75% increase on May 1 of each odd year will extend to 2019. This will mirror the expiration date of the Recycling Service contract.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Ordinance No. 08-2905 awarding the contract to Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., for Solid Waste Collection Services to include Article IV. Section W. "Modification of Rates"; granting an extension of the contract for an additional two year term commencing on January 1, 2019; providing a severability clause; and setting forth an effective date.

FISCAL IMPACT:

Current Residential/Senior Rate: $7.42
May 2015: $7.70
May 2017: $7.98
May 2019: $8.27

Commercial rates depend on the size of the dumpsters.

ATTACHMENTS:

Ordinance
Exhibit A - Amendment to Agreement for Solid Waste Collection Services
Current Contract

ORDINANCE NO. 15-

AN ORDINANCE AMENDING ORDINANCE NO. 08-2905 AWARDING THE CONTRACT TO ALLIED WASTE SERVICES OF FORT WORTH, LLC, SUCCESSOR-IN-INTEREST TO ALLIED WASTE SYSTEMS, INC., FOR SOLID WASTE COLLECTION SERVICES TO INCLUDE ARTICLE IV. SECTION W. "MODIFICATION OF RATES"; GRANTING AN EXTENSION OF THE CONTRACT FOR AN ADDITIONAL TWO YEAR TERM COMMENCING ON JANUARY 1, 2019; PROVIDING A SEVERABILITY CLAUSE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas desires to amend the Solid Waste Collection Services Contract with Allied Waste Services of Fort Worth to include Article IV. Section W. "Modification of Rates"; and,

WHEREAS, the City Council of Bedford, Texas desires to grant an extension of the contract for an additional two year term commencing on January 1, 2019.

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

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

SECTION 2. **That the City Council does hereby approve Amendment No. 4 to the Solid Waste Collection Services Contract between the City of Bedford and Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., hereto attached as Exhibit A.**

SECTION 3. **That all ordinances or parts of ordinances insofar as they are inconsistent or in conflict with the provisions of this ordinance are repealed to the extent of any conflict.**

SECTION 4. **That in the event that any portion or section of this ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or section of this ordinance which shall remain in full force and effect.**

SECTION 5. **That this ordinance shall take effect upon passage and approval and in accordance with State law and the Charter of the City of Bedford, and execution and acknowledgement by an authorized representative of Allied Waste Services.**

PRESENTED AND PASSED this 24th day of March 2015, 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

FOURTH AMENDMENT TO AGREEMENT FOR SOLID WASTE COLLECTION SERVICES DATED OCTOBER 21, 2008

THIS FOURTH AMENDMENT (hereinafter the "Fourth Amendment") to the Agreement for Solid Waste Collection Services Dated October 21, 2008 is made and entered into as of the _____ day of _____ 2015, by and between City of Bedford, Texas (the "City"), and Allied Waste Services of Fort Worth, LLC d/b/a Allied Waste Services of Fort Worth // Republic Services of Fort Worth, as successor-in-interest to Allied Waste Systems, Inc. ("Contractor"), collectively referred to herein as the "Parties" and individually as a "Party".

Recitals

WHEREAS, the City and Contractor entered into that certain Agreement for Solid Waste Collection Services dated 21st October, 2008, which had been subsequently amended on 19th October 2009, 22nd June 2010 and 26th March 2013 (collectively the "Agreement") pursuant to which Contractor agreed to provide certain solid waste collection and disposal services; and

WHEREAS, the Parties desire to enter into this Fourth Amendment to amend certain provisions of the Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Except as specifically provided in this Fourth Amendment, each and every provision of the Agreement, as amended through the date hereof, remains, and is, in all respects, in full force and effect.

2. **Contract Term:** The term of the Agreement is hereby extended for an additional period of two (2) years from January 01, 2019 through December 31, 2020.

3. **Section IV(W), Modification of Rates**: This section of the Agreement is hereby deleted in its entirety and replaced with the following:

   "Each of the rates under this Agreement shall increase by 3.75% effective from May 1st for the year 2013, 2015, 2017 and 2019."

4. **Continuing Effect:** Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date first set forth above.

CITY:

CITY OF BEDFORD, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR:

ALLIED WASTE SERVICES OF FORT WORTH, LLC D/B/A ALLIED WASTE SERVICES OF FORT WORTH // REPUBLIC SERVICES OF FORT WORTH

By: _____
Name: _____
Title: _____
Date: _____

AGREEMENT

FOR

SOLID WASTE COLLECTION SERVICES

By and Between

City of Bedford, Texas
2000 Forest Ridge Drive
Bedford, Texas 76021

and

Allied Waste Services

Dated October 21, 2008

I. INTRODUCTION

The City of Bedford, Texas (the "City), and Allied Waste Systems, Inc. dba Allied Waste Services of Fort Worth ("Contractor") are entering into this Agreement as of January 1, 2009 for full service refuse collection and disposal services to single-family, multi-family (including a discounted rate for senior citizens) and commercial customers in the City (the "Agreement"). This Agreement will become effective upon approval by the City Council and will remain enforceable by the terms and conditions contained herein.

II. DEFINITIONS

A. Brush. Tree and shrub trimmings and limbs, etc., in bulk which exceed four (4) feet in length and cannot be loaded readily into regular refuse compaction equipment.

B. Bulky Waste. Stoves, refrigerators (CFC free), water tanks, washing machines, furniture and other waste materials other than construction debris, hazardous waste or stable matter.

C. Bundle or Boxed Bundle. Tree, shrub and brush trimmings, or newspapers and magazines securely tied together forming an easily handle package not exceeding four (4) feet in length or fifty (50) lbs. in weight.

D. City. City of Bedford.

E. Commercial Unit. Any commercial or industrial enterprises operating within the corporate limits of the City, including any residential dwellings occupied by persons or group of persons comprising more than four families.

F. Contractor. Allied Waste Services

G. Construction Debris. Waste building materials resulting from construction, remodeling, repair or demolition operations.

H. Customer. All persons, tenants, groups, entities or businesses receiving solid waste collection services .

I. Direction of the City. All ordinances, laws, rules, regulations and Charter provisions of the City now in force or that may hereafter be passed and adopted which are not inconsistent with this Agreement.

J. Disposal Site. A refuse depository, physically located outside of the City including but not limited to the Landfill and other sanitary landfills, transfer

stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive processing or final disposal of refuse by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

K. Front Door Pickup. Pickup of solid waste materials from behind the front yard building line. The collection container shall be placed in front of the building facing the street in such a manner clearly visible from the street as to be accessible without entering a gate. Front door pick up service shall be provided upon request, and at an additional charge, for all residential customers.

L. Agreement. This Agreement plus any addendum or changes agreed to in writing by the City and Contractor.

M. Garbage Containers. Plastic bags or disposable containers designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. The maximum capacity of a garbage container shall not exceed thirty-five (35) gallons and the total weight of a garbage container and its contents shall not exceed fifty (50) pounds. Containers for commercial garbage will be supplied by Contractor.

N. Hazardous Waste. Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Texas to be "hazardous" as that agency of the State of Texas to be "hazardous" as that term is defined by or pursuant to Federal or State Law.

O. Landfill. The real property site for disposal as described in this agreement.

P. Multi-family/Apartment. A multi-unit housing structure in which three or more families reside and claim as their permanent address.

Q. Non-exclusive. No rights provided by the City to the Contractor shall be exclusive, and the City reserves the right to grant any other agreements, franchises, licenses, easements, or permissions to use the public rights-of-ways within the City to any person or entity as the City, in its sole discretion may determine to be in the public interest.

R. Producer. An occupant of a residential or commercial unit who generates refuse.

S. Recyclable Materials – The following items are classified as Recyclable Materials under this Contract:
Glass – Clean unbroken glass containers, bottles/jars.

Cans – Clean aluminum, tin/steel containers.
Newspaper – Clean, dry, unsoiled newspaper.
Plastic – PETE & HDPE containers (milk jugs & soft drink containers)

T. Refuse or Solid Waste. Every accumulation of waste (vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter including, but not by way of limitation, decomposable animal waste or vegetable matter which is likely to attract flies or rodents; and all rubbish and waste material generated at a residential, commercial, industrial, institutional location, or construction site which must be disposed of to prevent the attraction of flies, rodents, scavengers, unnecessary odor or to prohibit unsightly accumulation of refuse or fire hazards. Refuse shall not include any waste materials included in the definition of hazardous waste.

U. Residential (Single Family Residential). A single, free standing structure designed , constructed and zoned to house two or less families who claim the residence as their permanent address. A residential unit shall be defined when either water or domestic light and power services are being supplied thereto. Each single-family dwelling within any condominium building or group shall be counted separately as a residential unit.

V. Rubbish. All residentially generated waste wood, wood products, grass cuttings, dead plants, weeds, leaves, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, white goods, pulp and other products such as are used for packaging or wrapping, crockery, glass, ashes, cinders, floor sweepings, mineral or metallic substances and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Refuse, or Hazardous Waste.

W. Senior. A residential account holder in excess of sixty-five (65) years of age.

X. Tax. All applicable federal, state, local sales tax.

Y. Trees. Trees and tree trimming larger than may be accommodated under paragraph 1 (Brush) may be picked up as a special haul.

III. GENERAL SCOPE OF WORK

The Contractor shall provide comprehensive solid waste collection services to the City. Basic services will include single-family dwelling units (houses), multi-family dwelling units (apartments), and commercial collection. The Contractor shall provide all necessary containers, as required herein, for solid waste collection.

IV. GENERAL SPECIFICATIONS

The Contractor shall provide solid waste collection and disposal services in the City pursuant to the terms and conditions of this Agreement. This includes, but is not limited to, providing adequate labor, equipment, facilities and financial resources necessary to perform in accordance with the terms and conditions of this Agreement.

A. DEFAULT. Failure by the Contractor to adhere to any of the terms and conditions of this Agreement shall constitute a default. In the event of a default, the City may exercise any and all rights to enforce the Agreement or remedy any such default, including, but not limited to, terminating the franchise, recovery of any and all damages attributed to such default, reasonable expenses and attorney fees.

B. TAX-EXEMPT. The City is exempt from all sales and excise taxes. .

C. PRICE FIXING. By entering into this Agreement, the Contractor affirms that it has not participated in nor been a party to any collusion, price fixing or any other agreement with any other company, firm, or person concerning the terms or pricing of this Agreement, nor will the Contractor, during the term of this Agreement, be a party to any collusion, price fixing or any other agreement with any other company, firm or person concerning the terms or pricing of this Agreement.

D. GRATUITIES. The Contractor affirms that no gratuities in the form of entertainment, gifts or otherwise, were offered to any elected or appointed official, officer or employee of the City with a view toward inducing, securing or amending, or the making of any determination with respect to the Agreement.

E. FORCE MAJEURE. Subject to the provisions and remedies, contained in this Agreement, the Contractor agrees that neither party shall be required to perform any non-monetary term, condition or covenant in the Agreement so long as performance is prevented or delayed by force majeure, which shall mean reasonably unforeseeable acts of God, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably foreseen and within the

control of the party required to perform and which by the exercise of due diligence said party is unable wholly, or in part, to prevent or overcome.

F. APPLICABLE LAW. Any disagreement, dispute or legal proceedings regarding this Agreement shall be governed by the laws of the State of Texas, and venue for any such disagreement, dispute or legal proceedings shall lie in Tarrant County, Texas.

G. TAXES, UNEMPLOYMENT BENEFITS, ETC. The Contractor hereby accepts exclusive liability for, and agrees to indemnify and hold the City harmless against liability for the payment of any and all contributions or taxes for unemployment insurance, pensions or annuities, or other purposes now or hereafter imposed by the government of any state of the United States, which are in whole or part measured by and/or based upon the wages, salaries or remuneration paid to persons employed by the successful firm on working in connection with this Agreement.

H. ANTI-DISCRIMINATION. The Contractor, in performing work required hereunder, shall comply with the provisions of executive Order Number 11246 and shall not discriminate against any employee because of religion, race, color, sex, age or national origin.

I. LIENS. The Contractor agrees to and shall indemnify and hold the City harmless against any and all liens and encumbrances for all labor, goods and services which may be provided under this Agreement by the Contractor's agents, contractors, employees or vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

J. AMENDMENTS. No oral statement of any person shall amend, modify or otherwise change, or affect the terms, conditions, or specifications in this Agreement unless agreed in writing by both parties hereto.

K. INDEMNIFICATION. **"The Contractor shall waive all claims, fully release, indemnify, defend, and hold harmless the City and all of its elected and appointed officials, officers, agents, consultants, employees, attorneys, and invitees in both their public and private capacities, from any and all liability, claims, suits, demands, or causes of action which are a result of the Contractor's negligence or willful misconduct., including all expenses of litigation, damages, fines and/or settlement which may arise by injury to property or persons occasioned by error, omission, intentional or negligent act of the Contractor, its officers, agents, consultants, employees or invitees, collectively, the "Contractor Parties", arising out of or in connection with this Agreement. The Contractor will at its own cost and expense defend and protect the City and all of its elected and**

appointed officials, officers, agents, consultants, employees, attorneys and invitees in both their public and private capacities, collectively, the "City Parties", from any and all such claims and demands. Also, the Contractor agrees to and shall indemnify, defend and hold harmless the City Parties, from and against all claims, losses, damages, causes of action, suit and liability, including all expenses of litigation, court costs and attorneys fees for injury to or death of any person or for any damage to any property arising out of the Contractors negligence or willful misconduct or in connection with the error, omission, intentional or negligent acts of the Contractor Parties under this Agreement or any and all activity or use pursuant to this Agreement. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunity established by law or pursuant to Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law."

L. INSURANCE. Except as otherwise specified, the Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of this Agreement insurance coverage with limits not less than those set forth herein with insurers and under forms of policies reasonably satisfactory to the City. It shall be the responsibility of the Contractor and his subcontractors to maintain adequate insurance at all times during the term of this Agreement. Failure of the Contractor and its subcontractors to maintain adequate coverage shall be considered a material default.

M. CERTIFICATES OF INSURANCE. At the time of the execution of this Agreement the Contractor shall furnish the City with certificates of insurance as evidence that the Contractor has the policies providing the required coverages and limits of insurance and that they are in full force and effect. The certificates of insurance shall state the City as an additional insured. The certificates shall provide that any company issuing an insurance policy under this contract shall provide not less than 60 days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance for the Contractor, subcontractor insurance, and notices of any cancellations, terminations of such policies shall be mailed to: the Deputy City Manager and City Secretary, City of Bedford, 2000 Forest Ridge Drive, Building "A", Bedford, Texas 76021.

N. COMPREHENSIVE GENERAL LIABILITY. This insurance shall be an occurrence type policy written in comprehensive form and shall protect the Contractor and it's subcontractors and the City against all claims arising from bodily injury, sickness, disease or death of any person other than the Contractor's employees or damage to property of the City or others arising out of the act of omission of the Contractor or its subcontractors or their agents or employees or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, product liability, contractual liability, broad form property coverage, premises/operations, and Independent Contractors. Coverage required:

Bodily Injury & Property	$ 1,000,000	Per Accident
	$ 2,000,000	Aggregate

O. COMPREHENSIVE AUTOMOTIVE LIABILITY. The insurance shall be written in the comprehensive form and shall protect the Contractor and its subcontractors and the City against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Bodily Injury	$1,000,000	Per Accident
Property Damage	$ 1,000,000	Combined Single Limit

P. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY. The Contractor shall carry at all times worker's compensation insurance pursuant to the laws of the State of Texas. The insurance shall protect the Contractor and its subcontractors from all claims under applicable state workers' compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an all-states endorsement. The liability limits shall not be less than the requirement of the State of Texas.

Q. WORKER'S COMPENSATION INSURANCE COVERAGE.

1. Definitions:

Certificate of Coverage ("certificate")-a copy of a certificate of insurance, a certificate of authority to self-insured issued by the commission, or a coverage agreement showing statutory worker's

compensation insurance coverage for the person's or entity's employees providing services on a contract, for the duration of the contract.

Duration of the Agreement - includes the time from the commencement to the termination of the Agreement.

Persons providing services pursuant to the Agreement - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform any or all of the Agreement, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner/operators, employees of any such entity that furnishes persons to perform any or all of the Agreement. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a contract. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

a. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, for all employees of the Contractor providing services on the contract, during the term of the Agreement.

b. The Contractor must provide a certificate of coverage to the City prior to executing the Agreement, and shall remain in full force and effect during the term of the Agreement.

c. The Contractor shall obtain from each person providing services contained in the Agreement, and provide to the City:

    1) a certificate of coverage provided to the City prior to that person beginning services contained in the Agreement,

    2) No less than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends prior to the termination of the Agreement.

    3) The Contractor shall retain all required certificates of coverage during the term of the Agreement and for one year thereafter.

4) The Contractor shall notify the City in writing by certified mail of any change that materially affects the provisions of coverage required in the Agreement.

5) The Contractor shall post on each contract site or location a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission informing all persons providing services on the contract that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

R. REQUIRED WORKER'S COMPENSATION COVERAGE. "The law requires that each person working pursuant to the contract must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

The Contractor shall contractually require each person with whom it contracts to perform any or all of this Agreement to:

1. provide coverage, based on property reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code during the term of the Agreement.;

2. provide the Contractor, prior to that person performing any services provided in the Agreement, a certificate of coverage showing that coverage is being provided for all employees of the person providing services during the term of the Agreement;

3. provide the Contractor, prior to the end of the coverage period, an new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the term of the Agreement.

4. obtain from each person with whom it contracts, and provide to the Contractor:

   a. a certificate of coverage, prior to the person beginning any services contained in the Agreement; and

   b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the term of the Agreement;

5. retain all required certificates of coverage on file for the duration of the Agreement and for one year thereafter;

6. notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known of any change that materially affects the provision of any person providing services on the contract; and

7. contractually require each person with whom it contracts, to perform as required by paragraphs (1-7) with the certificates of coverage to be provided to the person for whom they are providing services.

8. By signing this Agreement or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services pursuant to this Agreement will be covered by workers' compensation coverage for the duration of the Agreement, that the coverage will be based on proper reporting of classification codes an payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information will be considered to be an event of default.

9. The Contractor's failure to comply with any of these provisions is an event of default.

S. POLICY ENDORSEMENTS. Each insurance policy required shall include the following conditions by endorsement to the policy:

1. Each policy shall require that at least sixty (60) days prior to any cancellation, a written notice thereof shall be given to City of Bedford by certified mail to: Deputy City Manager **and** City Secretary, City of Bedford, 2000 Forest Ridge Drive, Building "A", Bedford, Texas 76021.

2. The Contractor shall also notify City within 24 hours after any receipt of any notices of expiration, cancellation, non-renewal or material change in coverage it receives from its insurer by certified mail.

3. Companies issuing the insurance policies shall have no recourse against City for payment of any premiums or assessments for any deductibles which all are the sole responsibility and risk of the

Contractor. The City shall be included as an additional insured on all policies except Workers Compensation.

T. SAFETY

1. General

a. The Contractor shall comply with all Occupational Safety and Health Act (OSHA) Standards and any other Federal, State or Local rules and regulations applicable to this Agreement in the State of Texas.

b. The Contractor shall comply with any and all applicable safety provisions as a material provision any agreement with the City. The City may require demonstration of compliance by the Contractor upon reasonable request.

2. Safety Equipment and Training

The Contractor shall provide for the safety equipment to be used by its employees and/or all of its subcontractors. Further, the Contractor is responsible for all necessary safety training required for its employees and/or all of its subcontractors working on this Agreement.

U. PERFORMANCE BOND. Contractor shall be required to furnish a performance bond as security for the performance of this Agreement. Said performance bond must be in an amount equal to eight-hundred thousand dollars ($800,000) for the term of the Agreement.

The Contractor shall pay any and all premiums for the Performance Bonds described above. A certificate for the surety showing that the Performance Bond premiums are paid in full shall accompany the Performance Bond. Such certificate shall be submitted to the City with the Performance Bond on an annual basis. The surety on the Performance Bonds shall be a duly authorized corporate surety authorized to do business in the State of Texas.

V. CONTRACT TERM. The term of this Agreement shall be five (5) years with no extensions.

W. MODIFICATION OF RATES. Nothing contained herein shall restrict in any way the City's full exercise of discretion in setting charges, or granting any requested rated increases, for refuse collection and disposal services to any premises in the corporate limits of the City.

DISPOSAL COST COMPONENT. The Contractor may request a rate increase on an annual basis. The percentage rate increase requested by the Contractor to recover disposal costs shall be based on the sum of the percentage rate change in the gate rates at the landfills used by the Contractor compared to the sum of the gate rates for compacted municipal solid waste in effect on the effective date of the Agreement. The percentage change in the sum of the gate rates shall be multiplied by the disposal cost factor of 30% and the resulting percentage shall be considered to be the disposal adjustment percentage for that period. In the event that the gate rate for one of the above landfills is reported in tons at any time, such rate shall be converted to a yardage rate based upon three (3) yards to one (1) ton. In calculating the disposal cost related rate increase, in no case would the percentage of the customer's rate being adjusted for the disposal cost exceed 30% of the total rate. The Contractor shall furnish adequate documentary evidence as to gate rates in effect on the date of request by October 1 of each year in which a rate increase for disposal costs is requested, and the City Council, upon investigation and consideration of the circumstances surrounding the request, may approve or disapprove such request, having due regard for such factors as the City Council may deem relevant in its sole discretion. The Contractor shall, upon request of the City, furnish all data it deems relevant to use in consideration of the rate increase request.

OPERATING COST COMPENENT. The rates agreed upon at the commencement of this Agreement, as reflected in the Rate Sheets attached hereto as Exhibit A, will remain effective until March 1, 2010. The rates may be adjusted upward or downward exclusively by City Council's sole discretion to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index ("CPI") using the CPI-DFW tables. The first CPI rate increase request by the Contractor to the City shall not be requested to be effective before March 1, 2010, and if desired shall be requested by the Contractor by filing a request with the City at least 60 days prior to the March 1st anniversary date. The annual rate adjustment, if approved by the City Council in its sole discretion, will not exceed 70% of the CPI. The Contractor may submit a request for CPI rate increase annually, but may not request more than one rate increase per year

OTHER COST COMPONENTS. All extraordinary costs, fuel adjustments, and State pass through increases above the CPI adjustment will be handled separately and will be justified by Contractor and reviewed by the City Manager and considered for approval by the Council separately from any CPI or disposal increase requests.

CONSULTANT COSTS. If the City deems it necessary to hire a consultant to review any portion of the requested rate increase, then the Contractor

shall pay to the City 75% of the cost of any City-retained consultants hired to analyze and review a request for a rate increase. The Contractors portion of cost to the City shall not to exceed $18,000 per rate increase request. Failure by the Contractor to pay its share of the City's consultant's costs, as defined herein, within 30 days of being invoiced by the City shall be a default and shall result in any approved rate increase being denied for the requested year.

X. FAVORED NATIONS. If during the term of this Agreement, selected firm enters into a contract, renews or extends a contract for waste service with any city in Northeast Tarrant County which provides for commercial service, twice weekly residential curbside take-all solid waste pick-up and once per week curbside recycling at rates which would produce lower revenues exclusive of fees than the rates provided herein then the City shall be entitled to utilize the entire rate schedule agreed to by selected firm for such municipality in place of those provided herein. Northeast Tarrant County Cities shall be defined as Richland Hills, Haltom City, Watauga, Colleyville, Hurst, Euless, Keller, Southlake, Westlake and Grapevine.

Y. FRANCHISE FEE. As consideration for entering into this Agreement, the Contractor shall pay to the City a franchise fee equal to a minimum of nine (9) percent of gross revenues collected. The City has the right to review and change this fee with no net reduction in payments to the Contractor.

In addition, all services that the Contractor may provide within the City of Bedford, that result from this exclusive franchise such as temporary rolloff services, will be subject to the Franchise Fee.

Z. ADMINISTRATIVE COLLECTION FEE. As consideration for entering into this Agreement, the Contractor shall pay an Administrative Collection Fee to the City equal to a minimum of five (5) percent of gross revenues collected for all services performed under this Agreement. The Administrative Collection Fee is intended to cover costs associated with collection administration, billing, and record keeping.

The Contractor may choose to bill commercial accounts. The City will retain all residential billing. If the Contractor elects to perform the monthly commercial billing, then they will remit to the City the monthly Franchise Fee only and not administrative collection fee based upon the amount billed NOT the amount collected.

AA. CUSTOMER SERVICE, LOCAL OFFICE AND COMPLAINTS. The Contractor shall provide responsive customer service and maintain competent and sufficient staffing at all times thereto. The Contractor agrees, at its own expense, to keep an office open within Tarrant County.

The customer service center shall be equipped with sufficient personnel and equipment to respond to customer inquiries between 7:00 a.m. and 6:00 p.m., Monday through Friday and 8:00 a.m. to 12:00 noon on Saturday, excluding holidays, for the purpose of handling complaints and other calls regarding refuse collection service. The Contractor agrees to secure an annual listing in the Fort Worth telephone directory under the name by which business is conducted in the community. The Contractor shall keep competent personnel in the office during the time the office is required to be open to the public, and the office personnel shall have authority to represent the Contractor in its relations with the City and the public. The Contractor shall also provide the City a telephone number by which the Contractor can be contacted for after hours emergencies.

Any and all complaints and inquires received prior to 2:00 PM shall be addressed and resolved, if practicable, by the end of the Contractor's work day. Any and all complaints and inquiries received after 2:00 PM shall be addressed and resolved, if practicable, before 12:00 PM the next working day.

The Contractor must designate a minimum of two (2) persons in their customer service function to participate in Bedford's citizen relationship management program, B-Service.

BB. CUSTOMER SERVICE/COMPLAINTS REPORTING. The Contractor shall keep and maintain in the customer service center a daily log of all the service calls, which shall show the nature of the call, complaint, or communication, and the resulting action taken as the basis for a monthly reporting process. The City shall have the right to inspect the daily log with 48 hours prior written notice. The Contractor shall maintain a complaint procedure that provides for addressing complaints and inquiries within the time frame described in this Agreement. A monthly report will be provided to the City indicating the number of complaints/inquiries received, the date and time received, the nature of the complaint/inquiry, and the resolution including date and time resolved. Throughout the term of this contract, the Contractor shall establish and maintain an authorized Managing Agent and shall designate to the City Manager the name, telephone number, and address of such agent upon whom all notices may be served by the City and to whom complaints received from citizens of the City may be directed. Service upon the Contractor's agent shall always constitute service upon the Contractor. All reports must be provided to the City by the 15th day of the following month. A penalty of $150 will be assessed for each month that reports are not submitted by the deadline.

CC. COLLECTION FREQUENCY AND DAYS. The Contractor agrees to provide residential solid waste collection services as follows:

The Contractor shall collect all residential refuse in bundles, boxed bundles or disposable garbage containers two (2) times per week, on Monday and Thursday.

The Monday or Thursday collection schedule shall be in keeping with the current schedule as much as practicable. A graphic depiction of the current Monday or Thursday pick-up schedule is available upon request to the City.

Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Contractor may decline to collect any container not so placed. When a street is deemed impassable by the City, due to construction work being performed in the right of way the Contractor must follow the alternative route instructions provided by the City to service those locations.

In addition to the Monday/Thursday pickup schedule, Contractor may propose alternative pickup schedules for the City's consideration. Any alternative schedule should include the proposed rates associated with that schedule and all alternative schedules must include a minimum of two (2) times per week service.

DD. MISSED COLLECTIONS. Any missed collection shall be resolved the same business day, if practical, and if notification is received prior to 2:00 PM. If notification is received after 2:00 PM then the missed collection shall be resolved before 12:00 Noon, if practical, the next working day.

EE. COLLECTION TIMES. The Contractor agrees to provide solid waste collection services during these designated hours as follows:

Residential – The Contractor shall not commence service to residential customers prior to 7:00 AM and shall not continue service in residential areas after 7:00 PM.

Residential customers shall place all refuse at curbside for collection by 7:00 AM on the designated collection day.

Multi-Family/Apartment – The Contractor shall not commence service to multi-family/apartment customers prior to 7:00 AM and shall not continue service in multi-family/apartment areas after 7:00 PM.

Commercial – The Contractor shall not commence service to commercial customers prior to 7:00 AM and shall not continue service in commercial

areas after 12:00 midnight. Pickups for commercial sites located immediately to single-family residential areas shall cease at 7:00 PM.

Unusual or emergency situations requiring a later temporary change in schedule shall be communicated to and approved by the City Manager or his designee, prior to such a temporary time change being made.

FF. HOLIDAYS/MAKE-UP DAYS. The City and the Contractor agree that the following days shall be recognized as holidays:

New Years Day	Thanksgiving Day
Independence Day	Christmas Day.

The Contractor must provide a make-up day the next working day following the holiday, so that each customer receives the same number of collection days as would normally be received in a non-holiday week. For Monday pick-up the make-up day will be Tuesday, and for Thursday pick-up the make-up day will be Friday. The Contractor will be solely responsible for timely notification of the affected customers of this holiday pick-up. The Contractor, with approval of the City Manager, may elect to collect on a holiday if the request is made in writing thirty (30) days prior to the holiday.

GG. INTERRUPTION OF SERVICE. In the event that the collection and disposal of refuse should be interrupted by any reason for more than forty-eight (48) hours, the City shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to protect the public health and safety, for so long as the interruption of service continues.

If the interruption in service referenced above continues for a period of three (3) business days, and is not caused by a catastrophe, riot, war, governmental order or regulation, fire, accident, reasonably unforeseeable act of God, changes in laws, statutes regulations or ordinances or other similar or different contingency beyond the reasonable control of the Contractor, then the City shall have the right to terminate the rights and privileges granted in this franchise.

If the interruption in service referenced above continues for a period of thirty (30) days for any reason, including an act or acts of force majeure, this will be an event of default.

HH. BILLING. The City will remit payment to the Contractor once per month based on total collections from the prior month, net of the nine (9) percent franchise fee and five (5) percent Administrative Fee no later than the 15th of the following month.

The City retains the right to prepay the Contractor. For each month that payment is sent to the Contractor by the 28th day of the month that the collection is made a 1% discount will be assessed.

II. REPORTING. The Contractor will be required to provide the City with all necessary reports required by the City for its use in managing solid waste services in Bedford. The Company will provide monthly reports related to these specific areas:

a. Single-Family
b. Multi-Family
c. Commercial

Reporting Details:

1. The report will provide the City with the minimum information, which includes the number of customers available in each category, number of participants, and total tonnage of materials collected. The City shall have the right to review the books and records kept incidental to the operation of Contractor's business within the City. All information so obtained shall be confidential and shall not be released by the City unless expressly authorized in writing by the Contractor or as required by the Texas Public Information Act.

   These, as well as all other monthly reports, will be required to be received by the City on or before the 15th day of the month following the reporting period. A penalty of $150 will be assessed for each month that reports are not submitted by the deadline.

JJ. PENALTIES. The Contractor shall be subject to penalties for failure to collect and violation of the collection time provisions of this Agreement. The City Manager will have the sole discretion to assess any penalty.

Failure to Collect

In order to fairly provide quality customer service, the Contractor will be assessed a $50 penalty for each missed pickup above 25 on a monthly basis.

Violation of Collection Times

Any violation of the collection times described herein will be subject to a penalty of $350 per occurrence subject to the sole discretion of the City Manager.

V. SCOPE OF SERVICES

The Contractor shall adhere to the following standards:

A. DISPOSAL OF REFUSE. The Contractor shall dispose of, outside the corporate limits of the City, all brush, bulky waste, rubbish and other refuse collected. All vehicles used by the Contractor for the collection and transportation of such brush, bulky waste, and other refuse shall be protected at all times while in transit to prevent leakage or the blowing or scattering of same onto the public streets of City or property adjacent thereto.

B. QUANTITY. The Contractor shall pick up refuse and bulky wastes generated from a residential unit, provided that same is properly prepared, bagged, and stored for collection. Bulky waste such as furniture, hot water heaters, refrigerators and other appliances, shall be collected by the Contractor as a part of regular service.

C. RESIDENTIAL REFUSE - WHERE. Collections of refuse shall be made from the curb. Refuse stored in cans will not be picked up.

D. RESIDENTIAL REFUSE - HOW. The Contractor shall make collections with a minimum of noise and disturbance to the householder. This work shall be done in a sanitary manner. Any refuse or trash spilled by the Contractor shall be picked up immediately by the Contractor's employees.

E. COMMMERCIAL REFUSE. Every owner, agent, employee or person otherwise in charge of any commercial, institutional, or industrial premises within the City (commercial customer) shall have a commercial container or containers of a size sufficient to contain all the rubbish, refuse and other waste generated upon the premises and to avoid congregation of flies, rodents, scavengers, unnecessary odor and to prohibit unsightly accumulation of refuse or fire hazards. The Contractor agrees to make commercial containers of adequate size available upon request to any commercial premises within the corporate limits of City. The commercial containers provided by the Contractor shall be equipped with suitable operable covers to prevent blowing or scattering of refuse; shall be maintained in good order, appearance, and in sanitary condition; shall be of uniform color or color scheme; and shall be clearly marked with the Contractor's name and telephone number. Any damages to screening structures caused by the will be repaired in a timely manner. Commercial containers will be replaced and/or repaired by the Contractor if deemed necessary by the City in order address sanitation or aesthetic concerns. The City Manager will resolve any disputes between the Contractor and a commercial account. The decision by the City will be final and binding.

F. TAKE-ALL SERVICE. The Contractor shall collect all items placed on the curb as part of the regular waste collection cycle providing that the items are acceptable for landfill disposal and the items are containerized in a bag or box. Brush and tree limbs must be tied in bundles not to exceed four (4) feet in length and fifty (50) lbs. in weight. This service includes small amounts of containerized or tied and bundled waste building materials including privacy fencing (provided such fencing materials do not exceed 4 ft. x 6 ft. in size or are dismantled and tied into bundles not exceeding 50 pounds) generated by a residential property owner or tenant remodeling or repairing a Residential Unit.

G. FREE SERVICE TO CITY. The Contractor shall provide free pickup and disposal for all City facilities and properties in manners specified by the City. Facilities will be mutually agreed upon by Contractor and City. The City shall also have free dumping privileges during the term of this agreement at the nearest landfill or transfer station used by the Contractor. Free dumping is interpreted as meaning no charge or cost assessed to the City. Storm cleanup is handled separately and addressed in this agreement.

H. CHRISTMAS TREES. During the Christmas season each year, the City has the option to designate a specific site within the City for the deposit of Christmas trees by Residential Unit customers. In the event the City so elects, the Contractor shall collect Christmas trees for a two (2) week period from such location at no cost. The Contractor shall deliver the Christmas trees to a temporary disposal site within the city limits for grinding or chipping. The Contractor is solely responsible for removal of plastic wrapping or disposal bags prior to grinding or chipping.

I. LOCATION OF FACILITIES AND CONTAINERS. Contractor shall locate all facilities and containers so as not to interfere with the flow of water in any gutter or drain, and so that the same shall not unduly interfere with ordinary travel on streets, alleys, highways, public thoroughfares, public utility easements and public ways, and so that they shall not compromise public safety. The location of facilities and containers to be placed and constructed by the Contractor within the limits of the city shall be subject to the reasonable and proper regulation, control and direction of the governing body or of any City official whom such duties have been or may be delegated.

J. SPECIAL PROVISION

1) SPILLAGE. The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. A push broom and a scoop type

shovel shall be maintained on each truck for cleanup activity. The Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the City Manager or his/her designee so that proper notice can be given to the customer at the premises to properly contain refuse. Commercial refuse spillage or excess refuse shall be picked up by the Contractor after the customer reloads the container. In the case of commercial customers, the Contractor shall then be entitled to an extra dump charge as defined on the fee schedule for each reloading of the container. Should such commercial spillage continue to occur, the City shall require the commercial customer and the Contractor to increase the frequency of collection of the commercial customer's refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.

2) VICIOUS ANIMALS. Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owners or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of it's inability to make collection.

3) HAZARDOUS WASTE. It is specifically understood and agreed that the collection and disposal of hazardous waste by the Contractor is prohibited.

4) TITLE TO WASTE MATERIALS and RECYCLABLE MATERIALS Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

K. STORM CLEANUP. If significantly increased volumes of garbage and rubbish result from a tornado, severe winds, a severe storm or other catastrophic event without having to schedule a special estimate.

The City may choose to exchange either one or both of the annual clean up days in return for credit toward storm cleanup costs. An annual clean up day is defined as twenty (20) rolloff containers. This credit will include the costs normally associated with a cleanup day including the labor, pickup, disposal and other charges related to twenty (20) rolloffs. If the City elects to provide Storm Cleanup assistance above this credited amount the costs will be calculated at a flat fee of $132 per hour.

L. OPEN LANDFILL/TRANSFER STATION. The Contractor shall provide free landfill/transfer station disposal to Bedford residential customers on a Saturday, up to ten (10) times a year during the term of this agreement, upon presentation by such customers of their water bill and driver's license. The exact dates of such free disposal shall be designated by the mutual agreement of the City Manager and the Contractor. All materials to be disposed of must not fall outside of any regulations pertaining to hauling/disposal of waste; ie. Special or Hazardous Waste.

VI. EQUIPMENT

The Contractor shall provide equipment which meets or exceeds the following:

A. TYPE. The Contractor shall use only vehicles with bodies which are water-tight to a depth of not less than eighteen (18) inches, with solid sides, using pneumatic tires. All equipment utilized by the Contractor shall be kept in good repair, appearance, and in a sanitary condition at all times.

B. AMOUNT. The Contractor shall provide sufficient equipment in a proper operating condition so regular schedules and routes of collection can be maintained.

C. CONDITION. Equipment is to be maintained in a clean and safe working condition. No advertising shall be permitted on vehicles. Vehicles must have name of the Contractor and phone numbers in letters and numbers legible from 150 feet and a unit number. The City shall have the right to inspect all equipment and may require the Contractor not to use a piece of equipment for good and reasonable cause. The Contractor's company logo is not deemed advertising.

D. PROTECTION FROM SCATTERING. Each vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half (1 ½) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and use to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a broom and shovel for this purpose. In the event, however, that leakage or refuse onto City public streets occur, the Contractor shall immediately remove same in a safe manner. If the Contractor determines that said leakage or refuse cannot be removed in a safe and efficient manner, the Contractor shall take all measures to secure the area and immediately contact the City.

E. MISCELLANEOUS. **No vehicle assigned to this contract shall be older than 10 years old.** An updated list of equipment must be submitted to the City on an annual basis. The list is due on the anniversary date of the contract.

Vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

The Contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations.

The Contractor shall train drivers to protect Bedford streets and not make sudden breaking stops that will damage street surfaces.

F. DAMAGE TO PAVEMENT. The Contractor shall not be responsible for any damages to the City's pavement, curbing or other driving surfaces resulting from Contractor's providing service at City's location.

VII. INCENTIVES (Contributions, Sponsorship, Assistance and Programs)

The Contractor agrees to meet the following minimum requirements relative to contributions, assistance requests, education strategies, and program supplements. They are as follows:

A. COMMUNITY CLEANUP. The Contractor will provide, at its own expense as approved by the City a minimum of two community wide "Clean Up Day" events each year during the term of the franchise.

B. PUBLIC EDUCATION. Contractor agrees to provide twice-yearly information that can be used to update citizens on solid waste policies and programs regarding brush pickup, yard waste reduction, Christmas tree recycling, community clean-ups and other waste saving programs and events. Contractor agrees to provide camera-ready or digital format layouts for printing and distribution by the City. All promotional and educational materials must be approved by the City prior to printing. In addition, the Contractor will provide a cash payment of $12,000 per year for the City's use in it's educational, marketing, and advertising programs. The first payment under this provision will be due on the effective date of the contract and subsequent payments will be due each year thereafter on the anniversary of the effective date of the contract.

C. Contractor will provide the City with a $30,000 cash donation to fund a

current Household Hazardous Waste disposal program; or, provide at its own expense, a minimum of two community wide Household Hazardous Waste Collection Day events as approved by the City and within the City each year during the term of the contract. The first payment under this provision will be due on the effective date of the contract and subsequent payments will be due each year thereafter on the anniversary of the effective date of the contract.

D. The Contractor shall donate annually to the City the sum of $5,000 for a city-wide beautification program to be implemented by a commission or board comprised of citizen volunteers. The first payment under this provision will be due on the effective date of the contract and subsequent payments will be due each year thereafter on the anniversary of the effective date of the contract.

E. The Contractor shall provide a roll-off container once per year following the local election at no cost to the City. The container shall be placed at the location designated by the City for one week following the election.

F. Sponsorship: The City will require up to four (4) free 30 yard roll offs per event for all community festivals, including July 4th Fest and Music Festival. The City will determine the size of dumpsters and frequency of collection.

VIII. SUPERVISION BY CITY

The City expressly reserves the right to establish necessary rules and regulations for solid waste services and from time to time modify those rules and regulations. However, the Contractor shall be given due written notice and if requested in writing, the Contractor shall be entitled to a hearing before the City Council prior to the adoption of any such requirements.

The City expressly reserves the right to enforce health requirements. The City Manager, or his designee, may elect to make inspection trips to determine whether or not recyclable materials are being properly collected, transported and processed as required by the provisions of this or any other applicable health ordinance, State Agency rule, policy or law and in the event it is found that a violation exists or has existed, appropriate and timely action shall be taken to insure a full compliance with its provisions.

IX. CONTRACTOR'S RELATION TO THE CITY:

A. CONTRACTOR AS INDEPENDENT CONTRACTOR. It is expressly agreed and understood that the Contractor is in all respects an independent Contractor as to the work, licenses, or privileges granted herein, notwithstanding the Contractor is bound to follow the direction of

designated City officials, and that the Contractor is in no respect an officer, agent, servant or employee of the City. This Agreement specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in this franchise. It is further understood and agreed that Contractor shall be solely responsible for the acts and omissions of its officer, agents, servants, employees, contractors, subcontractors, licensees, and invitees; that the doctrine of respondent superior shall not apply as between City and Contractor; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

B. ASSIGNMENT. This franchise, or any portion thereof, shall not be assigned to an unaffiliated third party except with the prior written consent of the City Council, which shall be in the sole discretion of the City. No such consent will be construed as making the City a party of or to such sub franchise or contract, or subjecting the City to liability of any kind to any subcontractor firm. . Subcontractors will be dealt with as workers and representatives of the Contractor, and as such shall be subject to the same requirements as to character and competence as are other employees of the Contractor.

C. CITY MANAGER TO BE REFEREE. To prevent misunderstanding and litigation, the City Manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the franchise provisions, and the acceptable fulfillment of the franchise on the part of the Contractor; and the City Manager will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory. The City Manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of this franchise and the findings and conclusions may be appealed to the City Council. If at any time during the life of this contract, the performance of the Contractor does not meet the standards set forth herein, the Contractor, upon notification by the City, shall increase the forces, tools or equipment as needed to properly perform the contract. The failure of the City to give such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by this Agreement.

D. INSPECTION OF WORK. The Contractor shall furnish the City Manager or his authorized representative with every reasonable opportunity for ascertaining whether or not the work performed is in accordance with the requirements of this Agreement. The City Manager may appoint qualified persons to inspect the Contractor's operation and equipment at any

reasonable time, and the Contractor shall allow authorized representatives of the City to make such inspections.

E. LIAISON. The Contractor shall designate, in writing, the person to serve as agent and liaison between its organization and the City.

F. TAXES. The Contractor shall be responsible for all federal, state and local taxes including sales tax, social security, unemployment insurance, ad valorem, and other required taxes which may be chargeable against labor, material, equipment, real estate and other items necessary to and in performance of this Agreement.

G. CITY NOT LIABLE FOR DELAYS. It is express understood and agreed that in no event shall the City be liable or responsible to the Contractor or to any other person for any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or from or on account of any delay from any cause over which the City has no control.

H. LICENSES, PERMITS, FEES. Contractor agrees to obtain and pay for all licenses, permits, certifications, inspections, and other fees required by law or otherwise necessary to perform the services prescribed hereunder. The Contractor shall also pay, at its own expense, all disposal fees associated with the collection, removal, and disposal of refuse.

I. BREACH OF CONTRACT OR DEFAULT. It shall be the duty of the City Manager and any officials of the City which he may designate to observe closely the refuse collection, disposal, and salvage operations and, if in the opinion of the City Manager there has been a breach of contract or default as defined herein, the City shall notify the Contractor, in writing, specifying the manner in which there has been a breach of contract. If within a period of seven (7) days, the Contractor has not eliminated the conditions considered to be a breach of contract, the City Manager shall so notify the City Council and a hearing shall be set for a date within twenty (20) days of such notice.

At that time, the City Council shall hear the Contractor and the City representatives and make a determination as to whether or not there has been a breach of contract, and direct what further action shall be taken by the City or the Contractor, as hereinafter provided.

J. CANCELLATION OR TERMINATION OF CONTRACT. If the Contractor fails to begin work at the time specified, or fails to perform the work with sufficient number of workers and sufficient and adequate equipment to ensure the proper and substantial performance of said refuse collection work, or performs unsuitable work, or discontinues the prosecution of the

work or any portion thereof, or for any other cause whatsoever, excepting force majeure events, does not carry on the work as aforesaid or otherwise defaults under any other terms, conditions or obligations of this franchise, or if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and if the City through its City Manager gives notice of such default, and the Contractor fails to rectify such default within seven (7) days after the giving of such notice by the City, then the City may thereupon by action of the City Council declare the franchise canceled. Such cancellation of the franchise shall not relieve the Contractor of liability for failure to faithfully perform this franchise, and in case the expense incurred by the City to secure substitute services provided for in said contract shall exceed the sum which would have been payable under the franchise, then the Contractor shall be liable to the City for the amount of any such expense in excess of the per-unit contract price.

K. NOTICES All notices and other written communications, except as otherwise noted or hereafter specified in writing, required to be sent pursuant to this franchise shall be via the U.S. Mail, certified return receipt requested, to the following individuals at the address noted:

If to the City:

The City of Bedford
2000 Forest Ridge Drive
Bedford, Texas 76021
Attention: City Secretary

If to the Contractor:

General Manager
Allied Waste Services
6100 Elliott-Reeder Road
Fort Worth, TX 76117

ALLIED WASTE SERVICES
CITY OF BEDFORD
RATE SHEET

COMMERCIAL FRONT-LOAD RATES

PICKUPS PER WEEK

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	58.59	113.99	170.97	227.97	284.97	341.96	32.07
3 YD	68.02	132.89	199.33	265.76	332.20	398.65	35.79
4 YD	77.47	151.79	227.66	303.56	379.44	455.35	39.73
6 YD	96.37	189.58	284.35	379.15	473.94	568.72	50.26
8 YD	115.27	227.37	341.05	454.73	568.41	682.10	60.17
2 YD Comp	184.54	378.46	601.81	820.69	1037.29	1261.84	59.98
6 YD Comp	303.56	629.42	1000.93	1364.92	1725.13	2098.59	88.45
8 YD Comp	381.53	748.03	1207.32	1691.61	2103.14	2516.95	112.51

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LD	DEPOSIT PER CONT
20 YD	OPEN	127.11	4.91	350.27	282.46
25 YD	OPEN	127.11	4.91	378.51	282.46
30 YD	OPEN	127.11	4.91	402.52	282.46
35 YD	OPEN	127.11	4.91	430.76	282.46
40 YD	OPEN	127.11	4.91	459.01	282.46
28 YD	COMP	127.11	NEGO	444.89	NEGO
30 YD	COMP	127.11	NEGO	487.26	NEGO
35 YD	COMP	127.11	NEGO	552.23	NEGO
40 YD	COMP	127.11	NEGO	586.12	NEGO
42 YD	COMP	127.11	NEGO	600.24	NEGO

SMALL COMMERCIAL RECYCLE

SIZE	1 X	2 X
18 GAL	2.08	4.15
32 GAL	3.67	7.31
64 GAL	5.30	9.77
95 GAL	6.28	10.57

FRANCHISE FEE 9% ADMIN. / COLLECTION FEE 5%

RESIDENTIAL SPECIAL HAUL FEE $ 10.59 PER YARD, LOOSE MATERIAL

COMMERCIAL HANDLOAD 2 TIMES PER WEEK @ $ 18.23 PER MONTH
(Limit 4 bags per pickup)

CASTERS $1.06 /PER CASTER, PER LIFT
LOCKS $2.11 /LIFT
GATES $3.52 /PER GATE, PER LIFT

RESIDENTIAL CURBSIDE: $7.18 /MONTH
RECYCLING CURBSIDE: $1.97 /MONTH
RESI & RECYCLE CURBSIDE TOTAL: $9.15 /MONTH

RESIDENTIAL SENIOR CITIZEN: $7.18 /MONTH
RESIDENTIAL SENIOR CITIZEN RECYCLING: $1.44 /MONTH
SR RESI & RECYCLE CURBSIDE TOTAL: $8.62 /MONTH

RESIDENTIAL SENIOR FRONT DOOR: $14.31 /MONTH
RESIDENTIAL SENIOR FRONT DOOR RECYCLE: $3.07 /MONTH
RESI SENIOR FRONT DOOR TOTAL: $17.38 /MONTH

EFFECTIVE DATE 1/1/2009 CITY HALL PHONE # 817 / 952-2100

Signed this 5th day of December, 2008.

CITY OF BEDFORD

By: _____
Beverly Queen, City Manager

ALLIED WASTE SYSTEMS, INC.
ALLIED WASTE SERVICES
OF FORT WORTH

By: _____
Christopher Synek, Sr. Vice President

ATTEST:

By: _____
Shanae Jennings, City Secretary

COMMUNIQUE AGENDA

AMENDMENT NO. 1 TO THAT CONTRACT BETWEEN THE CITY OF BEDFORD AND ALLIED WASTE SYSTEMS, INC., D/B/A ALLIED WASTE SERVICES FORT WORTH DATED AND EFFECTIVE October 19, 2009

This contract amendment ("Contract Amendment No. 1") shall amend the Contract effective on January 1, 2009 by and between the City of Bedford, Texas ("City") and Allied Waste Systems, Inc. dba Allied Waste Services Fort Worth ("Contractor") (the "Contract").

The Contract is hereby amended by deleting Section W and replacing it in its entirety with a new Section W to read as follows:

W. MODIFICATION OF RATES.

DISPOSAL COST COMPONENT. The Contractor may request a rate increase on an annual basis. The percentage rate increase requested by the Contractor to recover disposal costs shall be based on the sum of the percentage rate change in the gate rates at the landfills used by the Contractor compared to the sum of the gate rates for compacted municipal solid waste in effect on the effective date of the Agreement. The percentage change in the sum of the gate rates shall be multiplied by the disposal cost factor of 30% and the resulting percentage shall be considered to be the disposal adjustment percentage for that period. In the event that the gate rate for one of the above landfills is reported in tons at any time, such rate shall be converted to a yardage rate based upon three (3) yards to one (1) ton. In calculating the disposal cost related rate increase, in no case would the percentage of the customer's rate being adjusted for the disposal cost exceed 30% of the total rate. The Contractor shall furnish adequate documentary evidence as to gate rates in effect on the date of request by January 1st of each year in which a rate increase for disposal costs is requested, and the City Council, upon investigation and consideration of the circumstances surrounding the request, may approve or disapprove such request, having due regard for such factors as the City Council may deem relevant in its sole discretion. The Contractor shall, upon request of the City, furnish all data it deems relevant to use in consideration of the rate increase request.

All other provisions of the Contract shall remain unchanged and in full force and effect.

Signed this 19th of October, 2009

CITY OF BEDFORD

By: Jim Story
Jim Story, Mayor

ALLIED WASTE SYSTEMS, INC.
dba ALLIED WASTE SERVICES
OF FORT WORTH

By: Nick Stefkovich
Nick Stefkovich, Area President

AMENDMENT NO. 2 TO THAT SOLID WASTE COLLECTION SERVICES CONTRACT BETWEEN THE CITY OF BEDFORD AND ALLIED WASTE SYSTEMS, INC. D/B/A ALLIED WASTE SERVICES OF FORT WORTH DATED AND EFFECTIVE June 22, 2010.

This contract amendment ("Contract Amendment No. 2") shall amend the Solid Waste Collection Services Contract effective on January 1, 2009 by and between the City of Bedford, Texas ("City") and Allied Waste Systems, Inc. dba Allied Waste Services of Fort Worth ("Contractor") (the "Contract").

The Contract is hereby amended by deleting Section IV. "General Specifications" Subsection CC. "Collection Frequency and Days" and replacing it in its entirety with a new Section IV. "General Specifications", Subsection CC. "Collection Frequency and Days.

CC. COLLECTION FREQUENCY AND DAYS. The Contractor agrees to provide residential solid waste collection services as follows:

The Contractor shall collect all residential refuse in bundles, boxed bundles or disposable garbage containers two (2) times per week, on Monday and Thursday West of Central Drive and on Tuesday and Friday East of Central Drive.

The Monday/Thursday and Tuesday/Friday collection schedule shall be in keeping with the same schedule as much as practicable. A graphic depiction of the current Monday/Thursday and Tuesday/Friday pick-up schedule is available upon request to the City.

Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Contractor may decline to collect any container not so placed. When a street is deemed impassable by the City, due to construction work being performed in the right of way the Contractor must follow the alternative route instructions provided by the City to service those locations.

In addition to the Monday/Thursday and Tuesday/Friday pickup schedule, Contractor may propose alternative pickup schedules for the City's consideration. Any alternative schedule should include the proposed rates associated with that schedule and all alternative schedules must include a minimum of two (2) times per week service.

The Contract is hereby amended by deleting Section V "Scope of Services", Subsection K "Storm Cleanup" and replacing it in its entirety with a new Section V "Scope of Services", Subsection K "Storm Cleanup" to read as follows:

K. STORM CLEANUP. If significantly increased volumes of garbage and rubbish result from a tornado, severe winds, a severe storm or other catastrophic event without having to schedule a special estimate.

The City may choose to exchange either one or both of the annual cleanup days in return for credit toward storm cleanup costs. An annual cleanup day is defined as twenty (20) roll-off containers. This credit will include the costs normally associated with a cleanup day including the labor, pickup, disposal and other charges related to twenty (20) roll-offs. If the City elects to provide Storm Cleanup assistance above this credited amount the costs shall be calculated at a flat fee of $132.00 per truck, per hour.

All other provisions of the original contract between the City of Bedford and Allied Waste Services of Fort Worth effective January 1, 2009, as well as Amendment No. 1 effective October 19, 2009, shall remain unchanged and in full force and effect.

Signed this 20th of July, 2010

CITY OF BEDFORD

By: Jim Story
Jim Story, Mayor

ALLIED WASTE SYSTEMS, INC.
d/b/a ALLIED WASTE SERVICES
OF FORT WORTH

By: Nicholas Stefkovich
Nicholas Stefkovich, Area President

THIRD AMENDMENT TO
AGREEMENT FOR SOLID WASTE COLLECTION SERVICES

This Third Amendment to Agreement for Solid Waste Collection Services (this "Amendment") is dated effective the 26 day of March, 2013 (the "Effective Date"), between the City of Bedford, Texas (the "City"), and Allied Waste Services of Fort Worth, LLC, a Texas limited liability company, as successor-in-interest to Allied Waste Systems, Inc. ("Contractor").

Recitals

A. The City and Contractor entered into that certain Agreement for Solid Waste Collection Services, dated October 21, 2008, as amended (the "Agreement"), pursuant to which Contractor agreed to provide certain solid waste collection and disposal services.

B. The City and the Contractor now desire to amend certain provisions of the Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

2. Extension. The Agreement is hereby extended for an additional five (5) year term commencing on January 1, 2014.

3. Excluded Waste. The following new definition is hereby added to Article II of the Agreement:

> "Excluded Waste – Waste materials collected under this Agreement specifically exclude hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined herein and by federal, state, provincial or local law or any otherwise regulated waste ("Excluded Waste"). Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable law."

4. Indemnification. Article IV, Section K of the Agreement is hereby deleted in its entirety and replaced with the following new Article IV, Section K:

> "K. INDEMNIFICATION. "The Contractor shall waive all claims, fully

release, indemnify, defend, and hold harmless the City and all of its elected and appointed officials, officers, agents, consultants, employees, attorneys, and invitees in both their public and private capacities, from any and all liability, claims, suits, demands, or causes of action which are a result of the Contractor's negligence or willful misconduct, or resulting from any third-party claims, demands, suits or legal actions regarding the validity of this contract or any portion thereof, including all expenses of litigation, damages, fines and/or settlement which may arise by injury to property, business interest (as it relates to third-party claims challenging the validity of this Agreement), or persons occasioned by the willful misconduct or negligent act of the Contractor, its officers, agents, consultants, employees or invitees, collectively, the "Contractor Parties", arising out of or in connection with this Agreement. The Contractor will at its own cost and expense defend and protect the City and all of its elected and appointed officials, officers, agents, consultants, employees, attorneys and invitees in both their public and private capacities, collectively, the "City Parties", from any and all such claims and demands. Also, the Contractor agrees to and shall indemnify, defend and hold harmless the City Parties, from and against all claims, losses, damages, causes of action, suit and liability, including all expenses of litigation, court costs and attorneys fees for injury to or death of any person or for any damage to any property arising out of the Contractors negligence or willful misconduct or in connection with willful misconduct or negligent acts of the Contractor Parties under this Agreement or any and all activity or use pursuant to this Agreement. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunity established by law or pursuant to Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law."

5. Rate Adjustments. The first three paragraphs of Article IV, Section W are hereby deleted and replaced with the following new rate modification provision:

"W. MODIFICATION OF RATES. Each of the rates under this Agreement shall increase by 3.75% effective May 1st of the years 2013, 2015, and 2017.

6. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

7. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Effective Date.

CONTRACTOR:

ALLIED WASTE SERVICES OF FORT WORTH, LLC,
a Texas limited liability company

By: _____
Name: Keith Cordesman
Title: Area President

CITY:

CITY OF BEDFORD, TEXAS

By: _____
Name: ~~City Manager~~ Beverly Griffith
Title: City Manager

AGENDA

Council Agenda Background

PRESENTER: Mirenda McQuagge-Walden, Managing Director

DATE: 03/24/15

Council Mission Area: Foster economic growth.

ITEM:

Consider a resolution authorizing the Interim City Manager to enter into a Ground and Tower Lease Agreement with New Cingular Wireless PCS, LLC a Delaware limited liability company.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On April 6, 1989, the City of Bedford approved a Ground and Tower Lease agreement with Southwestern Bell Wireless at the water tower located at 3300 Cummings Drive. After review with the City Attorney, it was determined that if New Cingular Wireless PCS, LLC (AT&T) would like to continue at this site, a new lease would need to be negotiated as the original language does not provide for any further extensions. The current lease has been working on a month-to-month basis since May 16, 2014, with AT&T paying $3,162.50 per month, equaling $37,950 annually.

The new lease includes updated language and the following major provisions:

- An initial payment of $837.50 for each month that elapsed before the new lease is executed. If AT&T executes the lease by May 1, the payment will be approximately $10,050.
- The monthly lease payment is $4,000, with an automatic 10% increase at each renewal.
- The first term expires on January 1, 2020 and may be renewed for three additional five-year terms.
- AT&T is responsible for all installation, maintenance, and removal of the system.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to enter into a Ground and Tower Lease Agreement with New Cingular Wireless PCS, LLC a Delaware limited liability company.

FISCAL IMPACT:

General Fund Revenue: $48,000 annually plus an initial payment of $10,050

ATTACHMENTS:

Resolution
Lease Agreement
Exhibit A

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A GROUND AND TOWER LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC A DELAWARE LIMITED LIABILITY COMPANY.

WHEREAS, New Cingular Wireless wishes to enter into a new ground and tower lease for the tower located at 3300 Cummings Drive with the City of Bedford; and,

WHEREAS, New Cingular Wireless agrees to pay the City monthly payments of $4,000.00.

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

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

SECTION 2. **That the City Council hereby approves the Ground and Tower Lease Agreement and the Interim City Manager is hereby authorized to execute same on behalf of the City.**

PRESENTED AND PASSED this 24th day of March 2015, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____
Jim Griffin, Mayor

ATTEST:

_____
Michael Wells, City Secretary

APPROVED AS TO FORM:

_____
Stan Lowry, City Attorney

CITY OF BEDFORD
WATER TOWER RENTAL AGREEMENT

STATE OF TEXAS

COUNTY OF TARRANT

In consideration of the covenants herein contained and the rentals agreed to be paid, the CITY OF BEFORD, a municipal corporation, herein referred to as "City" and NEW CINGULAR WIRELESS PCS, LLC a Delaware limited liability company, herein referred to as "Lessee," (jointly referred to as "the Parties") mutually agree as follows:

I.
BACKGROUND

City is the owner of property located at 3300 Cummings Drive, Bedford, Texas 76021, said property more particularly described as Tract A, Block 9, Oak Ridge Estates, City of Bedford, Tarrant County, Texas ("the Property"). A water tower is constructed on the Property. Under the terms of a prior Lease, Lessee has constructed radio communications equipment on a portion of the Property and the City and Lessee wish to continue to have the right to install, construct, operate, maintain and remove the radio communications equipment on a portion of the Property under the terms of this Water Tower Rental Agreement ("the Agreement").

II.
LEASE OF PREMISES

City hereby lease to Lessee:

1. Approximately 200 square feet on the water tower structure on the Property, as approved by City staff and as shown on Exhibit "A" attached hereto and incorporated herein, not to exceed 3,300 pounds in weight; provided that all mounting hardware and antennas shall be painted to match the water tower. Lessee shall submit all plans for construction to the site, including plans for attaching antennas to the tower, to City for review, and no construction shall begin until City engineering staff approves in writing said plans. City staff may, but has no duty to, inform Lessee of any maintenance needed for the equipment, including painting that needs to be done and Lessee shall complete said maintenance requests within sixty (60) days of receiving written notification.

2. Approximately 260 square feet on the ground of the Property, not to exceed 12 feet in height.

3. City shall grant permission to access the Property to install lines (such as electric and telephone, which shall be buried) as may be required by Lessee;

4. Lessee shall have a separate power meter installed for its electric service and Lessee shall pay all costs related to said electric service.

III.
PERMITTED USE AND ACCESS

Lessee may use the Property for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixture and related equipment, cables, accessories and improvements, none of which shall exceed the space, weight or height limitations herein expressed or shown on Exhibit "A."

The equipment attached to the water tower and the building or on the ground of the Property that are described in Exhibit "A" cannot be altered in any way unless the alteration is approved in writing as an amendment to this Agreement.

It is understood that the primary use of the Property is for water tower uses and no uses of Lessee may interfere with the primary use. It is understood that public health, safety and welfare concerns shall supersede any use of the Property by Lessee.

City agrees that during the term of this Agreement, Lessee shall have ingress and egress by motor vehicle to the Property, subject to City's security procedures and City permission. It is further agreed, however, that only qualified and adequately insured employees, agents or contractors approved by City, or persons under City's direct supervision will be permitted to climb the tower structure itself or to install or remove antennas or transmission lines from the tower. Lessee shall deliver to City and shall periodically (at least annually) update a list of natural Persons that are permitted access to the Property, and City may approve the Persons on the List or deny a right of access to any Person on the List. City may deny access to the Lessee or to any employee, agent or contractor that is not on the permitted access list or does not present satisfactory proof of identity to the City.

III.
LESSEE REQUIREMENTS

Lessee shall:

1. Pay rent as set out herein.
2. Maintain insurance as set out herein.
3. In no way structurally damage the water tower or otherwise damage the accessories thereto.
4. Not interfere with the operation of City's radio equipment, if any, on the water tower or the Property. In the event there is harmful interference to City's equipment, Lessee will promptly take all steps necessary to identify the problem, and, if caused by Lessee's electronic equipment, to take all reasonable steps to eliminate all said harmful interference within ten (10) days after written notice from City to Lessee advising Lessee of the interference. If said interference cannot be eliminated within thirty (30) days of notice thereof, Lessee agrees to suspend operations (transmissions) at the Property while the interference problems are studied and a means found to mitigate them. If said interference cannot be eliminated, then Lessee shall remove its equipment from the Property and this Agreement shall be terminated.

5. Comply with all applicable rules and regulations of the Federal Communications Commission, and electrical codes of City and State. Under this Agreement, City assumes no responsibility for the licensing, operation, or maintenance of Lessee's radio equipment, antenna, transmission lines or attachments.

6. The parties stipulate that the rental rights herein granted relate to real property. In the event sales or use tax should ever be payable on account of this Agreement or the rental payment herein, the Lessee hereby agrees to pay the sales or use tax as additional rental, or to furnish such documentation as is necessary or appropriate to establish that such rental payments are exempt from sales or use tax.

7. Lessee shall not allow, permit or suffer any liens to be placed upon the Property.

IV
RENT

(a) Initial Rent. Lessee shall pay City, on or before the fifth (5th) day of each calendar month in advance Four Thousand and no/100 dollars ($4,000.00) (the "Rent"), said rent effective beginning May 16, 2014 at the address set forth in the Notice section. In any partial month, Rent shall be prorated. The initial Rent payment, which shall include any amounts due from the increase beginning May 16, 2014, shall be received within sixty days following the final executed signature of the parties.

(b) Extension Term. Rent shall increase each extension term, from the beginning of the extension term, by ten percent (10%) per month.

(c) Holdover Term. Rent during the Holdover Term shall be 150% of the last paid Rent under the Initial or Extension Term, whichever is applicable.

(d) Other Charges. All charges payable under this Agreement, such as utilities and taxes, if applicable, shall be billed by the City within one (1) year from the end of the calendar year in which such charges were incurred. The foregoing shall not apply to monthly rent, which is due and payable without a requirement that it be billed by City.

V
TERM

(a) Initial Term. The initial lease term will end on January 1, 2020.

(b) Extension Terms. The Agreement may be renewed for three additional five (5) year terms (each five year term shall be defined as an "Extension Term") upon the same terms and conditions unless Lessee or City notifies in writing of Lessee's or City's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Holdover. If Lessee remains in possession of the Property after the termination of this Agreement, then Lessee will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term") subject to the terms and conditions of this Agreement, except that the Rent during the Holdover Term shall be 150% of the last paid Rent under the Initial or Extension Term, whichever is applicable.

VI
INSURANCE AND INDEMNIFICATION

(a) Lessee does hereby agree to indemnify and save the City harmless from any claims, demands, or causes of action for property damage or personal injuries caused by the negligence or willful misconduct of Lessee, the Lessee's officers, agents, employees, subcontractors and customers, arising out of Lessee's occupancy of the property or the installation, maintenance and operation of Lessee's equipment except for property damage or personal injuries caused by the willful misconduct of the City, its agents, employees, servants, contractors, or invitees. The parties hereto agree that City shall in no way be liable for loss of use or other damage to the Property, the water tower, equipment building or to Lessee's equipment located thereon, by fire, explosion, windstorm, water or any other casualty or acts of third parties other than those for whom City is responsible, as indicated above.

Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Lessee waives any claims that it may have against the City with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(b) Insurance. Lessee will carry, at its own cost and expense, the following insurance: (i) workers' compensation as required by law; (ii) commercial general liability (CGL) with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars ($3,000,000) per occurrence and Six Million Dollars ($6,000,000) general aggregate. Lessee will carry the following public liability insurance with customary coverage and exclusions, in minimum amounts as follows: Bodily Injury in the amount of at least $1,000,000 for injury to any one person; and $2,000,000 for all injuries sustained by more than one person in any one occurrence and Property damage in the minimum amount of $500,000 for damages as a result of any one occurrence.

Lessee shall name City as an additional insured on all policies.

Lessee shall provide proof of insurance annually, by way of an ACCORD form or other acceptable to both parties. By entering into this lease, Lessee agrees that it will have sufficient funds to cover an event that results in liability for City or Lessee due to the activities occurring as a result of this lease.

(c) Indemnification. **LESSEE HEREBY COVENANTS, REPRESENTS AND WARRANTS TO RELEASE THE CITY, AND THE CITY'S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE CITY AND ITS/THEIR SUCCESSORS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, AND THE AFFLIATES OF AND PERSONS AND ENTITIES RELATED TO ALL OF THE FOREGOING, INDIVIDUALLY AND COLLECTIVELY, (HEREINAFTER COLLECTIVELY REFERRED TO AS "CITY-RELATED PARTIES") FROM, AND SHALL INDEMNIFY, DEFEND AND HOLD THE CITY RELATED PARTIES HARMLESS AGAINST ALL**

ALLEGATIONS, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS OF PERSONAL INJURY, ENVIRONMENTAL INJURY, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY DAMAGE, CONSEQUENTIAL DAMAGES, DESTRUCTION, OR OTHER IMPAIRMENT), DEMANDS, LEGAL ACTIONS, EQUITABLE ACTIONS, COSTS (INCLUDING ALL COURT COSTS, REASONABLE ATTORNEYS' FEES, EXPERTS' FEES OR OTHER COSTS INCURRED IN CONNECTION WITH INVESTIGATING, PREPARING, PROSECUTING OR SETTLING ANY LEGAL OR ALTERNATIVE DISPUTE RESOLUTION ACTION OR PROCEEDING), EXPENSES, LIABILITIES, ASSESSMENTS, TAXES, COSTS, FEES, LIENS, PENALTIES, FINES, LOSSES, DAMAGES, JUDGMENTS, OR PENALTIES OF WHATEVER NATURE OR DESCRIPTION, WHETHER KNOWN OR UNKNOWN (COLLECTIVELY "LIABILITIES") INCURRED BY ANY CITY-RELATED PARTY, WHICH LIABILITIES, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, AROSE FROM OR MAY IN THE FUTURE ARISE FROM, OR ARE ALLEGED TO HAVE ARISEN FROM, ANY OF THE FOLLOWING:

(i) LESSEE'S EXERCISE OF ITS RIGHTS UNDER THIS AGREEMENT;

(ii) LESSEE'S ACTIVITIES UNDER THE AGREEMENT, INCLUDING ANY DELIBERATE, INTENTIONAL, RECKLESS AND/OR NEGLIGENT ACT(S) OR OMISSION(S) OR WILLFUL MISCONDUCT OF LESSEE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF LESSEE, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THE AGREEMENT;

(iii) LESSEE'S USE OF THE PROPERTY OR THE RIGHTS GRANTED TO LESSEE WITH RESPECT TO THE USE OF THE PROPERTY;

(iv) LESSEE'S USE OF THE CITY'S WATER TOWER OR SURROUNDING PROPERTY;

(v) LESSEE'S OPERATIONS ON ANY LAND OR IN ANY STRUCTURE OWNED BY THE CITY;

(vi) THE INSTALLATION, USE OR PRESENCE OF LESSEE'S EQUIPMENT ON ANY LAND OR IN ANY STRUCTURE OWNED BY THE CITY; OR

(vii) ANY CLAIM MADE OR LOSS INCURRED BY LESSEE'S CUSTOMERS WHICH ARISES FROM, OR IS ALLEGED TO HAVE ARISEN FROM, ANY INTERRUPTION OR QUALITY OF THE SERVICES DELIVERED BY LESSEE BY MEANS ANY SYSTEM FOR WHICH THE LESSEE IS USING THE PROPERTY.

FOR PURPOSES OF THIS INDEMNITY AND RELEASE, THE TERM "ARISE FROM" MEANS OCCURS IN CONNECTION WITH OR AS A RESULT OF OR IS CAUSED BY.

THE INDEMNITIES AND RELEASE IN THIS SECTION WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF A CITY-RELATED PARTY.

THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT.

LESSEE SHALL BE LIABLE TO THE CITY FOR DAMAGES SUSTAINED BY THE CITY AND RESULTING FROM THE ACTS AND OMISSIONS OF ANY CONTRACTOR, SUBCONTRACTOR, OR ANY PARTY INVOLVED DIRECTLY OR INDIRECTLY IN THE CONSTRUCTION AND INSTALLATION OF LESSEE'S EQUIPMENT AND UNDER LESSEE'S DIRECT CONTROL. ANY ACT OR OMISSION OF SUCH PARTY SHALL BE CONSIDERED AN ACT OR OMISSION OF THE LESSEE.

THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT.

VII
NOTICES

All Notices under this Agreement shall be delivered by either hand delivery, certified mail, return receipt requested, or by next day service, properly addressed and bearing sufficient postage to the following address:

CITY: City of Bedford
Attention: City Manager
2000 Forest Ridge Drive
Bedford, TX 76021
Telephone: 817-952-2101

LESSEE: New Cingular Wireless PCS, LLC
12555 Cingular Way, Suite 1300,
Alpharetta, GA 30004
Telephone:

VIII
LESSEE DEFAULT

The following shall be considered events of default by the Lessee:

(a) The failure to pay rentals required under this Agreement when due, provided, however, City may, at its option provide Lessee with ten (10) days' notice to pay the amount due.

(b) The Failure to cure, with in thirty (30) days written notice thereof, any other breach of the promises, undertakings, terms and conditions in this Agreement, provided, however, if Lessee is working in good faith to correct any such event, the City may, but is not required to, provide more time to cure.

(c) The filing of a voluntary or involuntary petition under the bankruptcy laws, an assignment for the benefit of creditors, or any other act reasonably indicating equitable or legal insolvency.

(d) The failure to maintain insurance as required under this Agreement or the failure to provide proof upon request of the City.

In the event of a default, the City shall be entitled, at the City's option, to remove all property and equipment of Lessee which may be situated upon the premises, without notice and without being guilty or liable in any manner for trespass, conversion or any other cause of action, thereby terminating the Agreement or the City, at its option, may elect to treat this Agreement as if it were in full force and effect and shall be entitled to collect the rental provided for hereunder, cumulative and in addition to the foregoing, City shall be entitled to enforce all other remedies provided at law or in equity.

IX
TERMINATION

A. The following shall be considered termination of this Agreement:

1. An incident of default, as described under the section titled "Lessee Default."
2. At the end of the Initial Term or Extension Term, if the process for non-renewal has been followed as set out in the section titled "term."
3. At the conclusion of the Initial Term and the subsequent allowed Extension Terms.
4. Upon written notice of either the Lessee or City, either party may terminate the Agreement by giving written notice giving one year's notice.
5. City may terminate this Agreement at any time upon thirty (30) days written notice to Lessee if the installation or operation of the equipment at the site poses a threat to the public health, safety or welfare. If a serious or imminent threat is posed by operation of the equipment or by personnel of the Lessee, City may require immediate cessation of activity.
6. It is understood and agreed that Lessee's ability to use the leased premises is contingent upon its obtaining, either before or after the effective date of this Agreement, all of the certificates, permits, and other approvals that may be required by any federal, state or local authorities. Lessee shall make due and timely application for all such necessary certificates, permits and other approvals. The City shall cooperate with Lessee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the leased premises with respect to the proposed use thereof by Lessee. In the event that any of such applications is finally rejected or any certificate, permit, license or approval issued to Lessee is cancelled, or is otherwise withdrawn, or terminated by governmental authority so that Lessee in its sole

discretion will be unable to use the leased premises for its specified purposes, then Lessee shall have the right to terminate this Agreement.

7. If all or any part of the leased premises, or if all or any part of the City's land underlying the radio transmission facility on the leased premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands, and if said taking in the sole discretion of Lessee renders the leased premises unusable for its intended purpose, then at Lessee's option this Agreement may be terminated and there shall be no further payment of rents except that which may have been due and payable at the time of said taking.

B. Upon termination of this Agreement by either party for any reason, Lessee agrees to remove its antennas, transmission or other lines, equipment, building, and all other property belonging to Lessee covered by this Agreement within thirty (30) days of such termination and to restore the premises as nearly as is reasonably possible to its original condition, reasonable wear and tear excepted.

X.
ENVIRONMENTAL

Lessee agrees to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from Lessee's breach of its obligations or representations under this section. Lessee agrees to hold harmless and indemnify City from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

The indemnifications of this section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this section will survive the expiration or termination of this Agreement.

XI.
MISCELLANEOUS

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by City and Lessee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Assignment.** The rights granted under this Agreement inure to the benefit of Lessee and shall not be assigned, transferred, sold or disposed of, in whole or in part, by voluntary sale, merger, consolidation or otherwise by force or involuntary sale, without the express prior written consent of the City.

(c) **Assigns and successors.** This Agreement shall extend to and bind the successors and assigns of the parties hereto.

(d) **Sale.** Any sale by the City of all or part of the leased premises shall be under and subject to this Agreement and Lessee's rights hereunder.

(e) **Taxes.** Lessee shall be responsible for all ad valorem taxes attributable to the Lessee's personal or fixed property on the Property that may from time to time be levied on the Property described in this Agreement.

(f) **Capacity to Enter Into Agreement.** City and Lessee each acknowledge and represent that it is duly organized, validly existing and in god standing and has the right-power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(g) **Compliance with Law**. Lessee agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(h) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(i) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(j) **Governing Law.** This Agreement will be governed by the laws of the state of Texas. Venue for any cause of action shall be in Tarrant County, Texas.

(k) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(l) **Survival**. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(m) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by City and Lessee. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement.

CITY	LESSEE
City of Bedford	New Cingular Wireless PCS, LLC
_____	_____
Roger Gibson	Printed Name:_____
Interim City Manager	Title: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned on this day personally appeared _____(Name), _____ (Title) and attested that she/he is authorized to sign on behalf of New Cingular Wireless PCS, LLC, a Delaware limited liability company. _____ and proved to me through the presentation of a valid Texas Driver's License to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed. M__. _____ furthermore attested that ___ is signing this document in ___ capacity as _____ for and on behalf of, New Cingular Wireless PCS, LLC, a Delaware limited liability company and that such capacity makes his/her signature valid and binding to New Cingular Wireless PCS, LLC, a Delaware limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

_____
NOTARY OF PUBLIC,

State of Texas

My Commission Expires:_____

PROJECT INFORMATION

APPLICANT/LEASSEE:
NAME: AT&T MOBILITY
ADDRESS: 1801 VALLEY VIEW LANE
CITY, STATE, ZIP: FARMERS BRANCH, TX 75234
CONTACT:
PHONE:

TOWER OWNER:
NAME: CITY OF BEDFORD
ADDRESS:
CITY, STATE, ZIP:
CONTACT:
PHONE:

SCOPE OF WORK:	UPGRADE TO EXISTING UNMANNED TELECOMMUNICATION FACILITY
LATITUDE:	32° 51' 32.38" (NAD83)
LONGITUDE:	-97° 06' 44.34" (NAD83)
AMSL:	654'
JURISDICTION:	CITY OF BEDFORD
TELEPHONE CO.:	UNKNOWN
POWER CO.:	UNKNOWN

DRIVING DIRECTIONS

FROM DALLAS, TAKE I-30 WEST TO SH-360. MERGE NORTH ONTO SH-360 AND FOLLOW IT TO E. HARWOOD RD. EXIT. MAKE A LEFT ONTO HARWWOD RD AND FOLLOW IT TO MARTIN DR. MAKE A RIGHT ONTO MARTIN AND A RIGHT ONTO CUMMINGS DR. FOLLOW CUMMINGS TO PRINCESS ST. AND MAKE A RIGHT AND THEN AN IMMEDIATE LEFT ONTO THE ADJACENT ALLEYWAY. TRAVEL APPROX 500' AND SITE IS LOCATED ON THE RIGHT SIDE OF THE ROAD.

COMMUNIQUE

AGENDA

at&t

1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

SITE NAME
BEDFORD
LTE 2C UPGRADE

SITE NUMBER
DX4055

SITE ADDRESS
3300 CUMMINGS DR.
BEDFORD, TX 76021

(TARRANT COUNTY)

APPROVALS

AT&T CONSTRUCTION MGR.

GOODMAN ENGINEER

GOODMAN CONSTRUCTION MGR.

CONTRACTOR

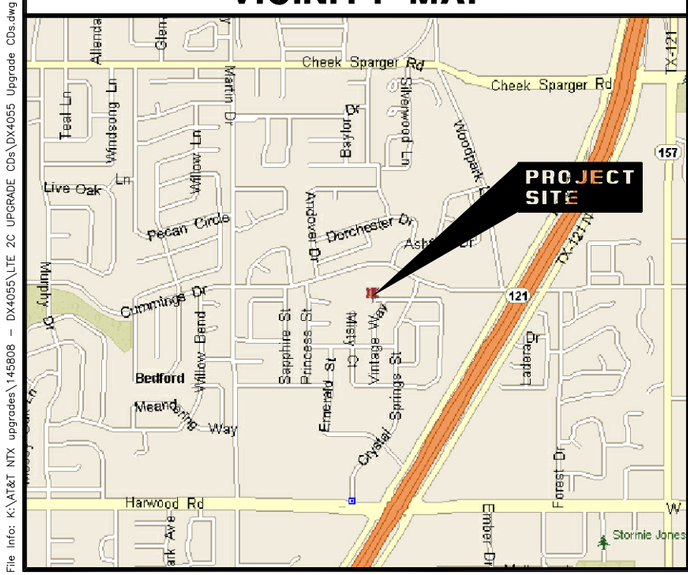
PROPERTY OWNER

CONTRACTOR

SHEET INDEX

SHT. #	DESCRIPTION	REV. #
T01	TITLE SHEET	A
C01	SITE PLAN	A
C02	TOWER ELEVATION	A
C03	ANTENNA CONFIG. / ANTENNA MOUNT DETAILS	A

VICINITY MAP



SITE PHOTO

DESIGN TEAM

DESIGNER/ENGINEER:
NAME: THE CELERIS GROUP, INC.
ADDRESS: 2000 E. LAMAR BLVD., STE. 550
CITY, STATE, ZIP: ARLINGTON, TX 76006
CONTACT: MARK STAPLETON
PHONE: 817-446-1700

BUILDING CODES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL AUTHORITIES HAVING JURISDICTION.

1. INTERNATIONAL BUILDING CODE
2. N/A
3. NATIONAL ELECTRIC CODE
4. ANSI/TIA/EIA-222
5. CITY/COUNTY ORDINANCES

IF YOU DIG IN ANY STATE DIAL 811 FOR THE LOCAL 'ONE CALL CENTER' IT'S THE LAW

THE UTILITIES SHOWN HEREIN ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER/SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL THE UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO THE EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

REVISIONS	DATE
A ISSUED FOR REVIEW	06/16/14

CELERIS PROJECT NO.: 14-5808

CELERIS GROUP
CONSULTING ENGINEERS
2000 E. Lamar Blvd., Suite 550
Arlington, TX 76006
Office: 817.446.1700
Fax: 817.460.0677
TX Firm Reg. # F-13992

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at&t
1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

SITE NAME
BEDFORD

SITE NUMBER
DX4055

DRAWN BY: KDR
CHECKED BY: ZG
DATE: 06/16/14
PLOT SCALE: 1:2
DRAWING NAME: TITLE SHEET
SHEET No. T01

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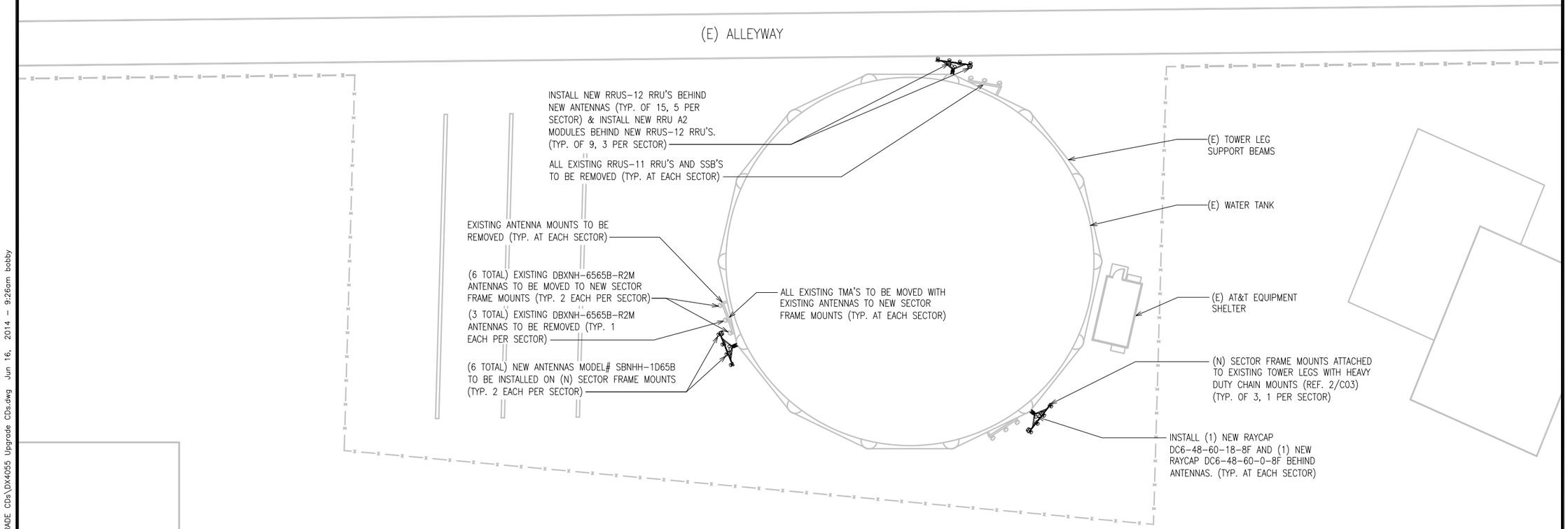
COMMUNIQUE

AGENDA

N MN
3°48' E
NORTH

PRIOR TO INSTALLING ANY EQUIPMENT ON TOWER, CONTRACTOR SHALL REFER TO THE CURRENT STRUCTURAL EVALUATION PERFORMED.

NOTE:
UNLESS OTHERWISE NOTED, ALL EXISTING ANTENNAS, ANTENNA MOUNTS, COAX, FIBER/DC POWER CABLES, & TMA'S ARE TO REMAIN.



1 SITE PLAN
SCALE: 1/16" = 1'-0"

REVISIONS	DATE
A ISSUED FOR REVIEW	06/16/14

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1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

SITE NAME
BEDFORD

SITE NUMBER
DX4055

DRAWN BY: KDR
CHECKED BY: ZG
DATE 06/16/14
PLOT SCALE 1:2
DRAWING NAME SITE PLAN
SHEET No. C01

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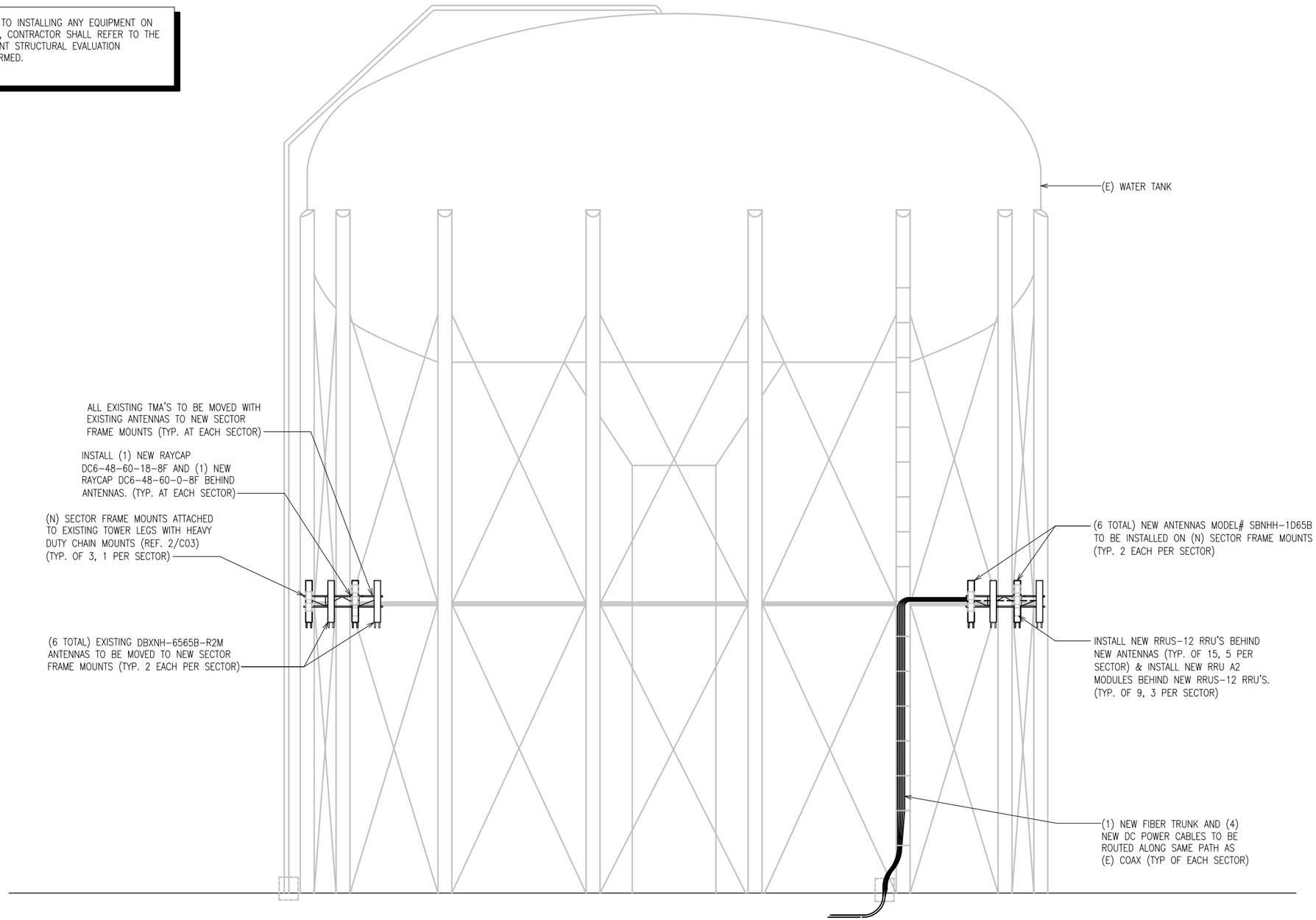
COMMUNIQUE

AGENDA

PRIOR TO INSTALLING ANY EQUIPMENT ON TOWER, CONTRACTOR SHALL REFER TO THE CURRENT STRUCTURAL EVALUATION PERFORMED.



1 TOWER ELEVATION
SCALE: 1/8"=1'-0"

REVISIONS	DATE
A ISSUED FOR REVIEW	06/16/14

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at&t

1801 VALLEY VIEW LANE
FARMERS BRANCH, TX 75234

SITE NAME
BEDFORD

SITE NUMBER
DX4055

DRAWN BY: KDR
CHECKED BY: ZG
DATE 06/16/14
PLOT SCALE 1:2
DRAWING NAME TOWER ELEVATION
SHEET No. C02

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COMMUNIQUE

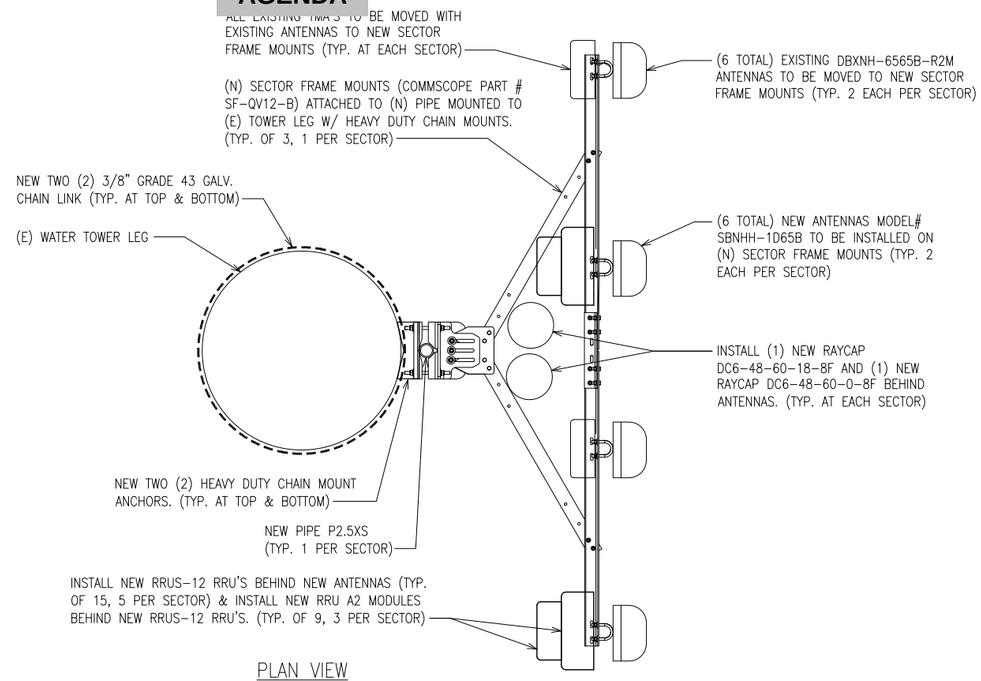
ANTENNA NUMBER	COAX COLOR CODE	ANTENNA INFO.		AZIMUTH	RAD CENTER	800		1900		COAX INFO.	
		MAKE	MODEL			ELEC. DOWNTILT	MECH. DOWNTILT	ELEC. DOWNTILT	MECH. DOWNTILT	SIZE	LENGTH
A-1 (EXISTING)	RD/BL	ANDREW	DBXNH-6565B-R2M	8°	38'	0°	0°	0°	0°	1 5/8"	160'±
	RD/BL/WH									1 5/8"	160'±
A-2 (NEW)	NA/	ANDREW	SBNHH-1D65B	8°	38'	0°	0°	0°	0°	SEE CABLE NOTES 1, 2 & 3	
	N/A										
A-3 (EXISTNG)	RD/SL	ANDREW	DBXNH-6565B-R2M	8°	38'	0°	0°	0°	0°	1 5/8"	160'±
	RD/SL/WH									1 5/8"	160'±
A-4 (NEW)	RD/SL	ANDREW	SBNHH-1D65B	8°	38'	0°	0°	0°	0°	SEE CABLE NOTES 1, 2 & 3	
	RD/SL/WH										
B-1 (EXISTING)	BL/BL	ANDREW	DBXNH-6565B-R2M	128°	38'	0°	0°	0°	0°	1 5/8"	90'±
	BL/BL/WH									1 5/8"	90'±
B-2 (NEW)	NA/	ANDREW	SBNHH-1D65B	128°	38'	0°	0°	0°	0°	SEE CABLE NOTES 1, 2 & 3	
	N/A										
B-3 (EXISTNG)	BL/SL	ANDREW	DBXNH-6565B-R2M	128°	38'	0°	0°	0°	0°	1 5/8"	90'±
	BL/SL/WH									1 5/8"	90'±
B-4 (NEW)	GR/SL	ANDREW	SBNHH-1D65B	248°	38'	0°	0°	0°	0°	SEE CABLE NOTES 1, 2 & 3	
	GR/SL/WH										
C-1 (EXISTING)	GR/BL	ANDREW	DBXNH-6565B-R2M	248°	38'	0°	0°	0°	0°	1 5/8"	190'±
	GR/BL/WH									1 5/8"	190'±
C-2 (NEW)	NA/	ANDREW	SBNHH-1D65B	248°	38'	0°	0°	0°	0°	SEE CABLE NOTES 1, 2 & 3	
	N/A										
C-3 (EXISTNG)	GR/SL	ANDREW	DBXNH-6565B-R2M	248°	38'	0°	0°	0°	0°	1 5/8"	190'±
	GR/SL/WH									1 5/8"	190'±
C-4 (NEW)	GR/SL	ANDREW	SBNHH-1D65B	248°	38'	0°	0°	0°	0°	SEE CABLE NOTES 1, 2 & 3	
	GR/SL/WH										

CABLE NOTE	TYPE OF CABLE	CABLE INFO.	QTY	LENGTH
NOTE 1	FIBER		3	(1) ALPHA 160'±, (1) BETA 90'±, (1) GAMMA 190'±
NOTE 2	DC POWER		12	(4) ALPHA 160'±, (4) BETA 90'±, (4) GAMMA 190'±
NOTE 3	RET. CABLE		3	(1) ALPHA 160'±, (1) BETA 90'±, (1) GAMMA 190'±

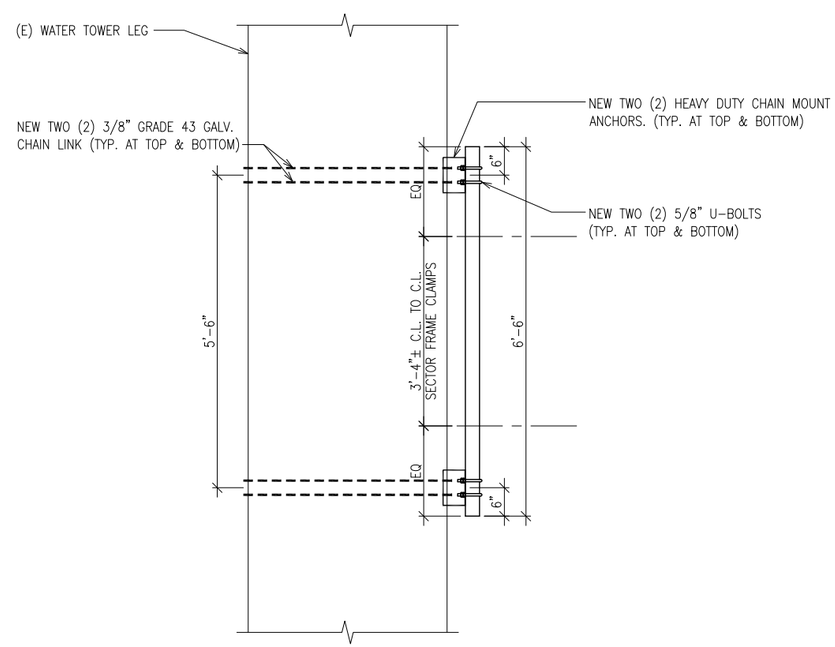
NOTES:
1. LENGTHS POSED ON THIS CHART ARE ESTIMATED FROM AVAILABLE INFORMATION
2. TYPES AND SIZES OF THE ANTENNA CABLES ARE BASED ON THE ESTIMATED LENGTH OF THE CABLES. CONTRACTOR TO VERIFY ALL ACTUAL LENGTHS IN THE FIELD PRIOR TO INSTALLATION AND NOTIFY THE AT&T FIELD ENGINEER FOR VERIFICATION OF SIZES OF CABLES.
3. CONTRACTOR TO PROVIDE AS-BUILTS FOR THE LENGTH OF CABLES UPON COMPLETION OF INSTALLATION.

1 ANTENNA CONFIGURATION
SCALE: NTS

AGENDA



PLAN VIEW



ELEVATION VIEW

2 ANTENNA MOUNT DETAIL
SCALE: NTS

REVISIONS	DATE
A ISSUED FOR REVIEW	06/16/14

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CELERIS GROUP
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FARMERS BRANCH, TX 75234

SITE NAME
BEDFORD

SITE NUMBER
DX4055

DRAWN BY: KDR
CHECKED BY: ZG
DATE 06/16/14
PLOT SCALE 1:2
DRAWING NAME ANTENNA CONFIGURATION / ANTENNA MOUNT DETAILS
SHEET No. C03

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ITEM #10 IS TO BE DISCUSSED BY COUNCIL IN EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.087. THE MATERIALS FOR THESE ITEMS WILL BECOME PUBLIC INFORMATION UPON COUNCIL APPROVAL. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 817.952.2104 IF YOU HAVE ANY QUESTIONS.

AGENDA

Council Agenda Background

PRESENTER: Ray Champney, Councilmember **DATE:** 03/24/15

Council Request

ITEM:

Review and discussion on preliminary draft of strategic planning overview for the Cultural District and Bedford Commons. **This item requested by Councilmember Champney.

City Manager Review: _____

DISCUSSION:

Councilmember Champney requested this item be placed on the agenda for discussion.

ATTACHMENTS:

Letter of Request

From: Champney, Ray
Sent: Wednesday, March 11, 2015 9:29 AM
To: Wells, Michael
Subject: Fw: Streets

Hello Michael:

Also, please add the follow to the next council meeting agenda, March 24th.

"Review and discussion on preliminary draft of strategic planning overview for the Cultural District and Bedford Commons"

Thank you,
--
Ray Champney
Council Member
City of Bedford
76021-5713
| Ray.Champney@bedfordtx.gov