

# AGENDA

**Regular Meeting of the Bedford City Council  
Tuesday, February 22, 2011  
2000 Forest Ridge Drive  
Bedford, Texas**

**Council Chambers Work Session 5:30 p.m.  
Council Chambers Regular Session 6:30 p.m.**

**COMPLETE COUNCIL AGENDAS AND BACKGROUND INFORMATION ARE AVAILABLE FOR REVIEW  
ONLINE AT <http://www.ci.bedford.tx.us>**

## WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Discussion on Development Activity.
- Presentation by Michael Boyer, Chairperson of the Beautification Commission, regarding a Bedford community garden.

## EXECUTIVE SESSION:

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

- a) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.
- b) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property - 1725 Bedford Road.

## REGULAR SESSION 6:30 P.M.

### CALL TO ORDER/GENERAL COMMENTS

### INVOCATION (Pastor Lincoln Webber, Embracing His Grace Ministries)

### PLEDGE OF ALLEGIANCE

### OPEN FORUM

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

### CONSIDER APPROVAL OF ITEMS BY CONSENT

### COUNCIL RECOGNITION

1. Proclamation declaring February 2011 as Love Your Library Month.
2. Proclamation declaring March 4, 2011 as the City of Bedford Employee Appreciation Day.
3. Employee Service Recognition

## APPROVAL OF THE MINUTES

4. Consider approval of the following City Council minutes:
  - a) February 8, 2011 regular meeting

## NEW BUSINESS

5. Public hearing to receive citizen comments on the City's application for the Texas Parks and Wildlife Department Local Park Grant Program.
6. Consider a resolution of the City of Bedford, Tarrant County, Texas hereinafter referred to as "applicant," designating certain officials as being responsible for, acting for, and on behalf of the applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as "department," for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the "program"; certifying that the applicant is eligible to receive program assistance; certifying that the applicant matching share is readily available; dedicating the proposed site for permanent public park and recreational uses; and certifying that the application has been submitted to the appropriate regional council of governments for the Texas Review and Comment System (TRACS) review.
7. Consider a resolution of the City Council of Bedford, Texas, authorizing the submission of the grant application for a mobile observation tower through the Office of the Governor, Criminal Justice Division.
8. Consider a resolution accepting the purchase of naming rights for a four-person study room located in the Bedford Public Library by Kevin and Alicia McGlinchey in the amount of \$5,000.
9. Consider a resolution authorizing the City Manager to execute an agreement with Bluebonnet Contractors, LLC as it relates to the cost of relocating utilities for development of State Highway 183 as part of the North Tarrant Express Project.
10. Consider a resolution authorizing the City Manager to enter into Change Order #1 with Paradigm Traffic Systems, Inc. in the amount of \$65,862 for the Advanced Traffic Management System Equipment.
11. Consider a resolution authorizing the City Manager to enter into a Purchase Order with Tex Op Construction, LP for the milling of Shady Brook Drive from Bedford Road to just past Shady Lake Drive, Shady Brook Drive turnout and Shady Wood Drive from Shady Brook Drive to S.H. 183 Frontage Road in the amount of \$24,140.
12. Consider a resolution authorizing the City Manager to sign a sanitary control easement for Tract B, Block 9, of the Bedford Heights Addition.
13. Consider a resolution authorizing the City Manager to sign a sanitary control easement for Lot 2 and Lot 6R2, Block 3, of the Kelmont Park Addition.
14. Report on most recent meeting of the following Boards and Commissions:
  - ✓ Animal Control Board- Councilman Griffin
  - ✓ Animal Shelter Advisory Board- Councilman Griffin
  - ✓ Beautification Commission- Councilman Turner
  - ✓ Community Affairs Commission- Councilman Fisher
  - ✓ Library Board- Councilman Brown
  - ✓ Parks & Recreation Board- Councilman Griffin
  - ✓ Senior Citizen Advisory Board- Councilman Savage
  - ✓ Teen Court Advisory Board- Councilman Champney
15. Council member reports

## **16. City Manager report**

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

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

## **ADJOURNMENT**

### **CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, February 18, 2011 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

---

**Michael Wells, City Secretary**

---

**Date Notice Removed**

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



# Council Work Session

---

## PRESENTER:

William Syblon, Development Director  
Russell Hines, Building Official

## ITEM:

Discussion on Development Activity.

## DISCUSSION:

Staff will present a summary of Development activity during fiscal year 2009-2010.

## RECOMMENDATION:

N/A

## FISCAL IMPACT:

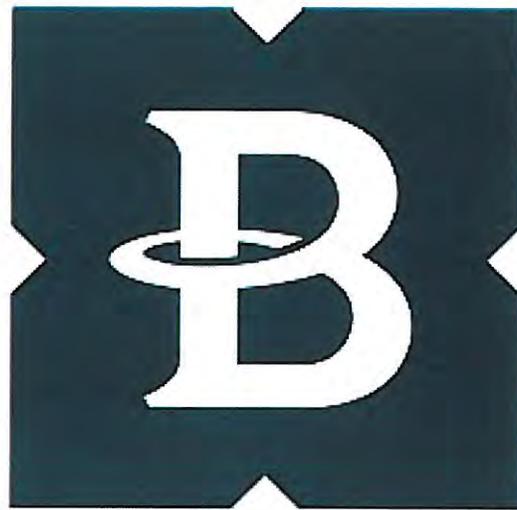
N/A

## ATTACHMENTS:

2009-2010 Statistical Report

FY 2009/2010

CITY OF BEDFORD  
Development Department



QUARTERLY REPORT

*Certificate of Occupancy  
New Commercial  
Commercial Remodel*

## SUMMARY

For the first quarter of FY 2009/2010, the City of Bedford issued a total of 39 building permits representing an estimated \$14,956,084 in construction value. Of the permits issued, 2 were for new construction of commercial and 18 for new businesses.

### *Quarter Highlights:*

- New Business: Bataar Mongolian BBQ & Bar created 10 new jobs
- New Business: Brown Medical Center created 30 new jobs
- New Construction: Reliant Rehabilitation (\$14,526,384 permit value)

For the second quarter, the City of Bedford issued a total of 43 building permits representing an estimated \$10,551,700 in construction value. Of the permits issued, 2 were for new construction of commercial and 16 for new businesses.

### *Quarter Highlights:*

- New Business : CGI Technologies Solutions created over 75 new jobs
- Relocation of Tuesday Morning into 16,000 square foot space
- New Construction: City of Bedford Library (\$5,633,844 permit value)
- New Construction: Harris Women Center located at Texas Health Harris Methodist Hospital Hurst-Eules-Bedford (\$4,057,256 permit value)

For the third quarter, the City of Bedford issued a total of 51 building permits representing an estimated \$1,165,817 in construction value. Of the permits issued, 11 were for remodels or renovations and 22 for new businesses.

### *Quarter Highlights:*

- The City launched its shop local initiative "Shop Bedford First"
- LSAS Investment (Polycoat) brought in their new equipment valued at \$850,000
- Opening of 4 new restaurant:
  - Cupcake Bliss
  - El Polls Regio
  - Everything German
  - La Flama Taqueria

For the fourth quarter, the City of Bedford issued a total of 41 building permits representing an estimated \$6,962,716 in construction value. Of the permits issued, 4 were for new construction of commercial and 14 for new businesses.

### *Quarter Highlights:*

- New Business: Reliant Rehabilitation created 165 jobs
- New Construction: Meena Medical Equipment (\$100,000 permit value)
- New Construction: Texas Orthopedic Specialist (\$2,600,000 permit value)
- Holiday Inn remodel/renovations \$1,700,000
- Texas Health Harris Methodist Hospital Hurst-Eules-Bedford remodel/renovations \$1,887,000

**FIRST QUARTER**

Type	No. of Permits	Permit Value
Certificate of Occupancy (CO)	31	\$ -
New Construction (NC)	2	\$ 14,576,384
Remodel/Renovation (RR)	6	\$ 379,700
<b>TOTAL</b>	<b>39</b>	<b>\$ 14,956,084</b>

<u>Business</u>	<u>Location</u>	<u>Issue Date</u>	<u>Permit Value</u>	<u>≈ # of Empl</u>	<u>≈SF Occupied</u>	<u>Type</u>
<b>CERTIFICATE OF OCCUPANCY</b>						
7-Eleven	1512 Brown Trail	12/23/2009		8	300	Nchg
Accent Courier Inc.	1312 Brown Trail H	11/25/2009		2	700	NEWB
Bataar Mongolian BBQ & Bar	1925 Airport Fw.	12/30/2009		10	5,500	NEWB
Brown Medical Center, Inc.	1605 Airport Fw.	10/12/2009		30	15,678	NEWB
Cornejo's Food & Drink	3314 Harwood Rd.	12/14/2009		13	6,000	Nchg
Escape & Rejuvenate Spa	727 Harwood Rd.	11/25/2009		5	2,500	NEWB
Faith Christian Fellowship	2008 Plaza Dr. 200	10/30/2009		n/a	2,900	NEWB
Homewatch Caregivers	1600 Airport Fw. 503	12/11/2009		50	2,672	Rmcg
Horizon Distributors	3717 Commerce Pl. A	12/21/2009		n/a	16,000	NEWB
Ironside Mixed Martial Arts	1805 Airport Fw.	10/20/2009		3	3,400	NEWB
Isis A-Z Bridal Formal Wedding	404 Airport Fw.	11/03/2009		2	3,753	Nchg
J.Q. Entreprises, Inc.	2350 Airport Fw. 160	12/01/2009		n/a	767	Rmcg
Last Harvest Baptist Church	801 Glenda Dr. 500	10/23/2009		n/a	1,400	Rmcg
Last Harvest Baptist Church	801 Glenda Dr. 600	10/23/2009		n/a	n/a	Rmcg
Last Harvest Baptist Church	801 Glenda Dr. 700	10/23/2009		n/a	n/a	Rmcg
Liberty National Life Insurance	221 Bedford Rd. 315	12/17/2009		4	719	NEWB
Metroplex Pain Management, P.A.	1600 Central Dr. 160	11/06/2009		8	2,800	Rmcg
Mission Possible	1113 Bedford Rd. C	11/25/2009		1	600	NEWB
Murphy Mart, Inc.	2001 Murphy Dr.	11/06/2009		3	3,000	Nchg
New Life Bible Church	1810 Brown Trail	12/01/2009		n/a	3,800	NEWB
Norwood Holdings, LLC	1300 Norwood Dr. 200	10/16/2009		9	3,600	NEWB
Norwood Holdings, LLC	1300 Norwood Dr.100	10/16/2009		0	1,900	NEWB
PBS&J	3301 Airport Fw. 100	11/25/2009		14	9,460	NEWB
Ryanwood Baptist Church	1400 Brown Trail	12/17/2009		n/a	7,800	NEWB
Select Pain Procedure Center	1305 Airport Fw. 103	11/05/2009		4	1,800	NEWB
Tarrant County Health	217 Harwood Rd. 106	11/25/2009		9	6,650	NEWB
Tejano Grill'n	1548 Bedford Rd. U	11/06/2009		3	1,240	NEWB
Thrifty Car Sales	1513 Brown Trail	11/05/2009		4	1,500	Nchg
TW Masage Therapy	1305 Brown Trail G	11/25/2009		2	1,398	NEWB
Ultra Tan	3212 Harwood Rd.	11/30/2009		1	2,000	Nchg
Universal Land & Title of Tx	217 Harwood Rd 215	11/25/2009		7	6,650	Nchg
<b>NEW CONSTRUCT</b>						
TXU Gas Company	2000 Reliance Pw.	10/15/2009	\$50,000			
Reliant Rehabilitation	2304 Hwy 121	11/24/2009	\$14,526,384			
<b>REMODEL/RENOVATION</b>						
LSAS Investment LLC	2100 Reliance Pw.	10/07/2009	\$85,000			
Raider Barber Shop	1305 Brown Trail G	10/08/2009	\$5,000			
Nuvell Credit Corp.	3301 Airport Fw. 100	10/13/2009	\$85,000			
Arrow Custom Plastics	3717 Commerce Pl. A	10/14/2009	\$190,000			
Expert Computers	3201 Airport Fw. 104	10/30/2009	\$14,000			
Faith Christian Fellowship	2008 Plaza Dr. 200	11/03/2009	\$700			

NewB: New Business

Nchg: Same business; new owner or name change

Rmcg: Remodel or relocation

\*Square footage and employee estimates are not presented for some businesses due to inaccessible data.

**SECOND QUARTER**

Type	No. of Permits	Permit Value
Certificate of Occupancy (CO)	32	\$ -
New Construction (NC)	2	\$ 233,900
Remodel/Renovation (RR)	9	\$ 10,317,800
<b>TOTAL</b>	<b>43</b>	<b>\$ 10,551,700</b>

<u>Business</u>	<u>Location</u>	<u>Issue Date</u>	<u>Permit Value</u>	<u>≈ # of Empl</u>	<u>≈SF Occupied</u>	<u>Type</u>
<b>CERTIFICATE OF OCCUPANCY</b>						
Advanced Massage Therapy	1109 Bedford Rd. A	01/15/2010		1	829	Rmcg
Amigos & Associates	530 Bedford Rd 118	03/19/2010		2	465	NEWB
Amores Pasta & Pizza	1725 Airport Fw.	02/04/2010		5	2,250	NEWB
Amy's Tailor	800 Brown Trail E	02/25/2010		1	1,300	NEWB
Avid Wireless	2129 Martin Dr. 200	02/16/2010		4	1,860	Rmcg
Brian Hargrove, Atty.	2350 Airport Fw 140	03/22/2010		2	1,691	NEWB
CGI Technologies Solutions	2208 Hwy 121 100	02/26/2010		75	15,604	NEWB
Computer Cells and Beyond, LLC	1745 Airport Fw	02/25/2010		2	1,080	NEWB
DFW Beer & Wine Co.	429 Bedford Rd.	02/25/2010		n/a	1,125	Nchg
D's Nail & Spa	512 Bedford Rd.	03/19/2010		4	1,500	Nchg
Duvar Family Trust	1851 Central Dr.	02/15/2010		0	25,000	Nchg
El Tapatio Meat Market	1412 Brown Trail	01/15/2010		n/a	4,200	Nchg
Elite Hair	3340 Harwood Rd.	02/26/2010		2	900	Rmcg
Heritage Hospice of Texas	1321 Brown Trail A	01/28/2010		21	3,050	Nchg
Impact Events/Elite Promotions	2350 Airport Fw 222	02/25/2010		35	1,400	Rmcg
J & I Realty Investments	2901 Martin Dr. D	02/23/2010		n/a	1,200	Nchg
MD Brigham Partners & Service	1326 Bedford Rd	03/03/2010		4	2,000	NEWB
Optimized Print Solutions	4001 Airport Fw 160	03/22/2010		n/a	861	NEWB
Pet-O-Rama	510 Harwood Rd. I	02/25/2010		5	8,400	Rmcg
River of Life HEB Church	217 Harwood Rd 115	03/03/2010		n/a	1,961	NEWB
Rivers Flow Christian Center	800 Glenda Dr.	01/11/2010		n/a	1,619	NEWB
RM Crowe Property Management	2350 Airport Fw 255	03/24/2010		n/a	1,393	Rmcg
Shannon A. Johnson, MD, PA	3901 Airport Fw 320	01/19/2010		1	975	NEWB
Sign-A-Rama	1727 Airport Fw	02/16/2010		4	1,500	Nchg
Soulcare Counseling	405 Harwood Rd B	03/22/2010		2	1,500	NEWB
Suncoast Claims	1903 Central Dr. 315	01/13/2010		2	513	NEWB
T-Nails	1324 Bedford Rd.	02/15/2010		5	900	Nchg
Tuesday Morning	609 Harwood Rd	01/20/2010		7	16,166	Rmcg
Welch Engineering, Inc.	1308 Norwood Dr. 100	01/13/2010		n/a	3,015	NEWB
Welch Engineering, Inc.	1308 Norwood Dr. 200	01/13/2010		2	3,015	NEWB
Yellow Pages Group, LLC	3201 Airport Fw 104	01/13/2010		36	3,276	NEWB
ZIM Development Co.	1820 Reliance Pw 100	03/03/2010		n/a	7,500	Nchg
<b>NEW CONSTRUCT</b>						
Alphagraphics	1220 Airport Fw F	02/01/2010	\$48,900			
Pederson Office Park	1306 Norwood Dr.	02/01/2010	\$185,000			
<b>REMODEL/RENOVATION</b>						
Brown Trail Ch of Christ	1801 Brown Trail	03/30/2010	\$40,000			
Butler Freeman Tally	2350 Airport Fw 130	02/22/2010	\$21,000			
City of Bedford Library	2424 Forest Ridge Dr.	02/09/2010	\$5,633,844			
D-K Collectables	217 Harwood Rd. 115	02/05/2010	\$6,000			
Dollar Star	2101 Harwood Rd. 130	02/03/2010	\$200,000			
Harris Womens Center	1600 Hospital Pw	03/17/2010	\$4,057,256			
Kelly Girl & Kelly Services	2350 Airport Fw 140	02/22/2010	\$10,000			
Laser Storm	201 Harwood Rd 218	02/22/2010	\$251,000			
PEM 121 Airport	2208 Hwy 121	03/30/2010	\$98,700			

NewB: New Business      Nchg: Same business; new owner or name change      Rmcg: Remodel or relocation

\*Square footage and employee estimates are not presented for some businesses due to inaccessible data.

**THIRD QUARTER**

Type	No. of Permits	Permit Value
Certificate of Occupancy (CO)	40	\$ -
New Construction (NC)	0	\$ -
Remodel/Renovation (RR)	11	\$ 1,165,817
<b>TOTAL</b>	<b>51</b>	<b>\$ 1,165,817</b>

Business	Location	Issue Date	Permit Value	≈ # of Empl	≈SF Occupied	Type
<b>CERTIFICATE OF OCCUPANCY</b>						
Abba Staffing and Consulting	2350 Airport Fw 130	04/23/2010		5	2,287	<b>NEWB</b>
Arcvision, Inc.	2350 Airport Fw 150	06/08/2010		17	3,080	Rmcg
A-Z Food Mart	800 Brown Trail	04/28/2010		2	2,400	Nchg
BHC Fitness	2824 Central Dr 331	04/21/2010		2	9,000	Rmcg
Branson Dental	1220 Airport Fw F	04/19/2010		7	1,680	Rmcg
Brown Trail Dental	1404 Brown Trail C	05/24/2010		2	2,200	Nchg
Cantebria Crossing	1950 Oak Creek Ln	06/11/2010		4	n/a	Nchg
Care Flite	1820 Reliance Pw 300	06/03/2010		4	4,980	<b>NEWB</b>
Clear	1721 Airport Fw	06/21/2010		2	1,400	<b>NEWB</b>
Cupcake Bliss	3700 Cheeksparger Rd 130	06/24/2010		4	1,025	<b>NEWB</b>
Dolex Dollar Express, Inc.	1412 Brown Trail B	05/28/2010		n/a	63	<b>NEWB</b>
El Pollo Regio	391 E. Pipeline Rd	05/14/2010		8	2,010	<b>NEWB</b>
Ensy Tailor	3330 Harwood Rd	06/02/2010		1	900	Rmcg
Everything German	2828 Brown Trail F	05/24/2010		2	1,250	<b>NEWB</b>
Federated Mutual Insurance	2208 Hwy 121 205			33	960	
First Baptist Church of Euless	209 N Industrial Bl 235	06/07/2010		n/a	1,000	Nchg
Great Clips	2105 Harwood Rd 223	06/18/2010		n/a	1,050	<b>NEWB</b>
Isis Banquet Hall	404 Airport Fw	06/17/2010		1	5,000	Nchg
Jinks Mediation	2350 Airport Fw 555	05/07/2010		1	1,632	<b>NEWB</b>
L. Shane Carter, AAL	505 Bedford Rd C	06/22/2010		2	480	Rmcg
La Flama Taqueria	800 Brown Trail 100	06/15/2010		3	200	<b>NEWB</b>
Last Harvest Baptist Church-Office	801 Glenda Dr. 400	05/12/2010		n/a	1,400	Nchg
Life Bridge Medical Research	1600 Airport Fw 200	06/03/2010		n/a	1,000	Nchg
Lone Star Lodge	1953 Bedford Rd	04/21/2010		n/a	2,950	Nchg
Metroplex Midcities	1820 Reliance Pw. 100	05/05/2010		1	7,500	<b>NEWB</b>
On the Border Mexican Café	2500 Airport Fw	06/29/2010		85	7,592	Nchg
Onyx MD	2350 Airport Fw 600	05/11/2010		9	1,817	<b>NEWB</b>
Palm Beach Tan	2101 Harwood Rd 130	06/09/2010		9	2,446	Rmcg
Parc Place Retirement Amenity Cntr	1209 Poplar St	05/05/2010		15	7,800	<b>NEWB</b>
Perfect Parties	1420 Airport Fw J	05/06/2010		2	2,673	<b>NEWB</b>
Pickles Painting & Interior Design	1101 Bedford Rd A	06/03/2010		1	591	<b>NEWB</b>
Proton Energy	4101 Airport Fw 215	06/18/2010		n/a	1,860	<b>NEWB</b>
Sankai Exotic Food Market	235 N. Industrial Bl	06/24/2010		2	800	<b>NEWB</b>
Software Artisans, LLC	1901 Central Dr 650-C	06/18/2010		1	100	<b>NEWB</b>
Subway Sandwiches	1220 Airport Fw J	05/21/2010		8	1,400	Nchg
The Weir Business Group	1901 Central Dr 650-E	05/21/2010		n/a	100	<b>NEWB</b>
Upturn Care Co.	803 Forest Ridge Dr 205	04/20/2010		2	300	<b>NEWB</b>
Viarun, Inc.	2821 Brown Trail	06/18/2010		n/a	1,600	<b>NEWB</b>
Windmill Terrace Apartments	2200 Murphy Dr.	06/15/2010		7	n/a	Nchg
Xpress Authority & Permit Service	1901 Central Dr. 650-G	06/15/2010		1	238	<b>NEWB</b>

<u>Business</u>	<u>Location</u>	<u>Issue Date</u>	<u>Permit Value</u>	<u>≈ # of Empl</u>	<u>≈SF Occupied</u>	<u>Type</u>
<b>NEW CONSTRUCT</b>						
<b>REMODEL/RENOVATION</b>						
Cupcake Bliss	3700 Cheeksparger Rd 130	04/01/2010	\$20,000			
Hoffbrau Steaks	1833 Airport Fw	05/04/2010	\$5,000			
Hybarger place LP	2124 Parkwood Dr.	04/06/2010	\$38,500			
Hybarger place LP	2124 Parkwood Dr.	06/01/2010	\$15,000			
Kim, Kyongnam & Kyong Sun Choe	404 Airport Fw	06/01/2010	\$8,500			
LSAS Investment LLC	2100 Reliance Pw	04/28/2010	\$850,000			
Outpatient Imaging	1305 Airport Fw 110	06/07/2010	\$12,497			
Paw Prints	2105 Harwood Rd. 223	04/22/2010	\$41,700			
Roger Bohannan DDS	1404 Brown Trail C	04/22/2010	\$120			
Vacant Space	1600 Bedford Rd 200	05/11/2010	\$140,000			
Wellness Center	2350 Airport Fw 150	04/07/2010	\$34,500			

NewB: New Business      Nchg: Same business; new owner or name change      Rmrg: Remodel or relocation

\*Square footage and employee estimates are not presented for some businesses due to inaccessible data.

**FOURTH QUARTER**

Type	No. of Permits	Permit Value
Certificate of Occupancy (CO)	24	\$ -
New Construction (NC)	4	\$ 2,787,000
Remodel/Renovation (RR)	13	\$ 4,175,716
<b>TOTAL</b>	<b>41</b>	<b>\$ 6,962,716</b>

Business	Location	Issue Date	Permit Value	≈ # of Empl	≈SF Occupied	Type
----------	----------	------------	--------------	-------------	--------------	------

**CERTIFICATE OF OCCUPANCY**

911 Computer Repair	1424 Airport Fw K	07/13/2010		1	1,050	NEWB
Alpha Energy	221 Bedford Rd. 312	07/14/2010		n/a	719	NEWB
Bravo Health Inc.	2208 Hwy 121 210	09/13/2010		n/a	22,599	NEWB
Café Sicilia	1548 Bedford Rd. M	08/11/2010		6	1,200	Nchg
Courts of Bedford	1501 Tennis Dr.	09/22/2010		n/a	182,536	Nchg
Discount Cigarettes of Bedford	520 Bedford Rd	09/22/2010		1	1,007	NEWB
Double 'D' International Food Co.	1306 Norwood Dr.	07/19/2010		10	3,150	NEWB
Duval's School of Cosmetology	201 Harwood Rd. 218	07/05/2010		n/a	5,250	Rmcg
Easy's Smoke Shop	4101 Airport Fw 201	08/26/2010		3	1,770	NEWB
Empowering Life Church International	2909 Hwy 121	07/14/2010		n/a	16,600	Nchg
Green Cross Pharmacy	1305 Airport Fw 110	08/17/2010		2	1,106	NEWB
Hands of Peace	1901 Central Dr. 807	07/19/2010		2	459	NEWB
Meridian Harmonics	2044 Bedford Rd.	08/30/2010		2	1,250	Rmcg
Pleasant Valley LP DBA Rosemont	2701 Brown Trail	09/22/2010		n/a	86,000	Nchg
Pleasant Valley LP DBA Rosemont	2705 Brown Trail	09/22/2010		n/a	86,000	Nchg
Point Loma Woods	1300 Shady Ln	09/22/2010		7	250,824	Nchg
Polo Cleaners	2816 Central Dr. 125	08/24/2010		n/a	1,700	Nchg
Prestige Piano	510 Harwood Rd M	09/01/2010		1	1,200	NEWB
Reliant Rehabilitation Hospital	2304 Hwy 121	09/17/2010		168	64,000	NEWB
Smart Delivery Service Inc.	1901 Central Dr 809	09/22/2010		1	508	NEWB
Tech Support Now LLC	508 Harwood Rd	09/22/2010		1	900	Rmcg
The Great Escape	1101 Bedford Rd. B	08/06/2010		1	829	NEWB
U Store-It	2350 Airport Fw 325	09/22/2010		n/a	1,927	NEWB
WWatertech, Inc	3901 Airport Fw 305	08/06/2010		n/a	915	NEWB

**NEW CONSTRUCT**

HEB ISD	1000 Cummings Dr.	08/13/2010	\$17,500
Meena Medical Equipment	1905 Bedford Rd	07/26/2010	\$100,000
Subway Sandwich	3700 Cheeksparger Rd 160	07/27/2010	\$69,500
Texas Orthopedic Specialist	2425 Hwy 121	09/09/2010	\$2,600,000

**REMODEL/RENOVATION**

HEB ISD	3000 Martin Dr.	07/01/2010	\$200,000
Ari-DFW East & West	4001 Airport Fw	08/05/2010	\$26,400
Bedford Hospitality Inv. LLC	3005 Airport Fw	08/16/2010	\$1,700,000
Beryl Companies LLC	3600 Harwood Rd A	08/20/2010	\$12,500
Texas Health Harris Methodist Hosp	1600 Hospital Pw	09/15/2010	\$1,887,000
Edwards Cancer Center	1612 Hospital Pw	09/22/2010	\$250,000
Indian Seven Hills Inc	1400 Brown Trail	09/21/2010	\$2,016
JPC Realty LTD	2121 Martin Dr.	09/22/2010	\$6,000
Luby's Restaurant LTD	1520 Airport Fw	09/20/2010	\$20,000
Mark of Excellence Pizza Co.	510 Harwood Rd B	08/09/2010	\$20,000
TABU Property LLC	1528 Brown Trail	08/27/2010	\$45,000
Tan Foster	4101 Airport Fw 201	07/22/2010	\$5,000
TIG Real Estate Services	2208 Hwy 121 210	07/30/2010	\$1,800

## Productivity Report FY 2009/10

PERMIT VALUE	1st Q	2nd Q	3rd Q	4th Q	Total
Certificate of Occupancy (CO)	\$ -	\$ -	\$ -	\$ -	
New Construction (NC)	\$ 14,576,384	\$ 233,900	\$ -	\$ 2,787,000	\$ 17,597,284
Remodel/Renovation (RR)	\$ 379,700	\$ 10,317,800	\$ 1,165,817	\$ 4,175,716	\$ 16,039,033
<b>Total</b>	<b>\$ 14,956,084</b>	<b>\$ 10,551,700</b>	<b>\$ 1,165,817</b>	<b>\$ 6,962,716</b>	<b>\$ 33,636,317</b>

NO. OF PERMITS	1st Q	2nd Q	3rd Q	4th Q	Total
Certificate of Occupancy (CO)	31	32	40	24	127
New Construction (NC)	2	2	0	4	8
Remodel/Renovation (RR)	6	9	11	13	39
<b>Total</b>	<b>39</b>	<b>43</b>	<b>51</b>	<b>41</b>	<b>174</b>

1ST QUARTER					
	October	November	December		
New Construction (NC)	\$ 50,000	\$ 14,526,384	\$ -		\$ 14,576,384
Remodel/Renovation (RR)	\$ 379,000	\$ 700	\$ -		\$ 379,700
<b>Total</b>	<b>\$ 429,000</b>	<b>\$ 14,527,084</b>	<b>\$ -</b>		<b>\$ 14,956,084</b>
	October	November	December		
Certificate of Occupancy (CO)	8	14	9		31
New Construction (NC)	1	1	0		2
Remodel/Renovation (RR)	5	1	0		6

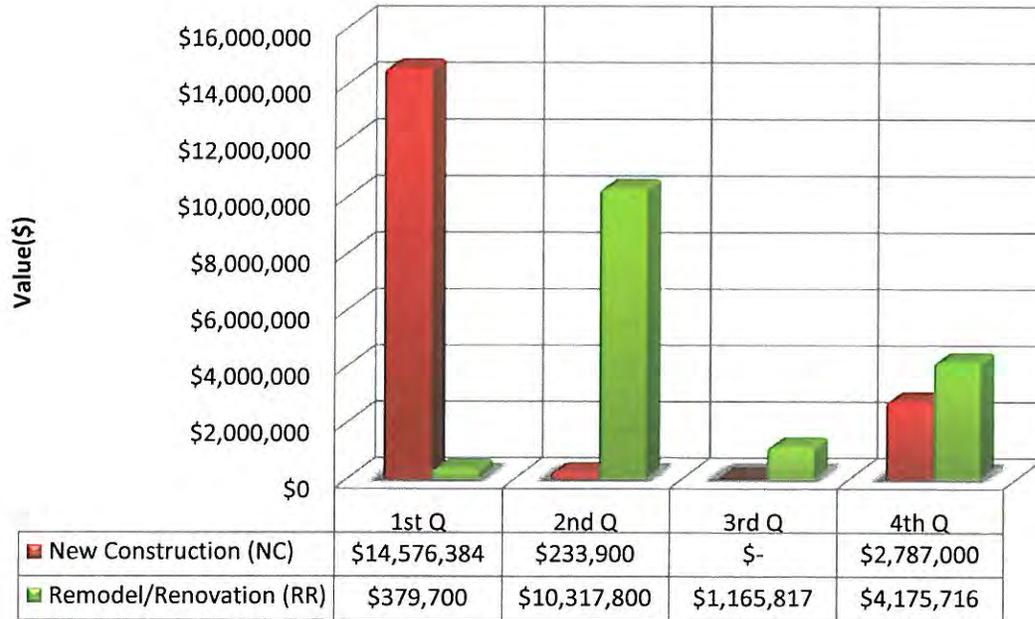
2ND QUARTER					
	January	February	March		TOTAL
New Construction (NC)	\$ -	\$ 233,900			\$ 233,900
Remodel/Renovation (RR)	\$ -	\$ 6,121,844	\$ 4,195,956		\$ 10,317,800
<b>Total</b>	<b>\$ -</b>	<b>\$ 6,355,744</b>	<b>\$ 4,195,956</b>		<b>\$ 10,551,700</b>
	January	February	March		
Certificate of Occupancy (CO)	10	13	9		32
New Construction (NC)	0	2	0		2
Remodel/Renovation (RR)	0	6	3		9

3RD QUARTER					
	April	May	June		TOTAL
New Construction (NC)	\$ -	\$ -	\$ -		\$ -
Remodel/Renovation (RR)	\$ 984,820	\$ 145,000	\$ 35,997		\$ 1,165,817
<b>Total</b>	<b>\$ 984,820</b>	<b>\$ 145,000</b>	<b>\$ 35,997</b>		<b>\$ 1,165,817</b>
	April	May	June		
Certificate of Occupancy (CO)	6	12	22		40
New Construction (NC)	0	0	0		0
Remodel/Renovation (RR)	6	2	3		11

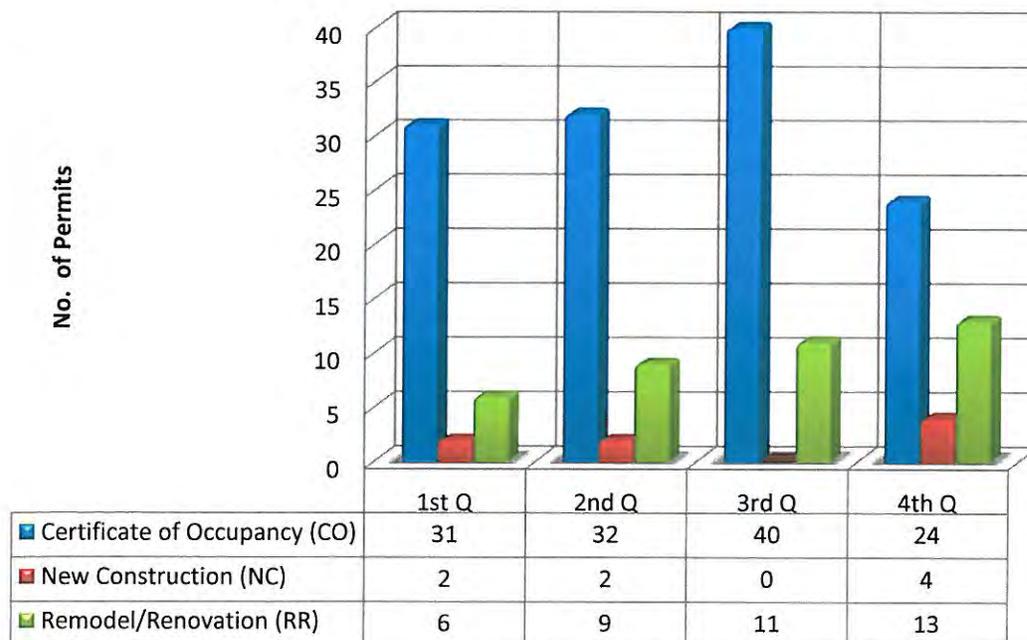
4TH QUARTER					
	July	August	September		TOTAL
New Construction (NC)	\$ 169,500	\$ 17,500	\$ 2,600,000		\$ 2,787,000
Remodel/Renovation (RR)	\$ 206,800	\$ 1,803,900	\$ 2,165,016		\$ 4,175,716
<b>Total</b>	<b>\$ 376,300</b>	<b>\$ 1,821,400</b>	<b>\$ 4,765,016</b>		<b>\$ 6,962,716</b>
	July	August	September		
Certificate of Occupancy (CO)	6	7	11		24
New Construction (NC)	2	1	1		4
Remodel/Renovation (RR)	3	5	5		13

## FY 2009/10

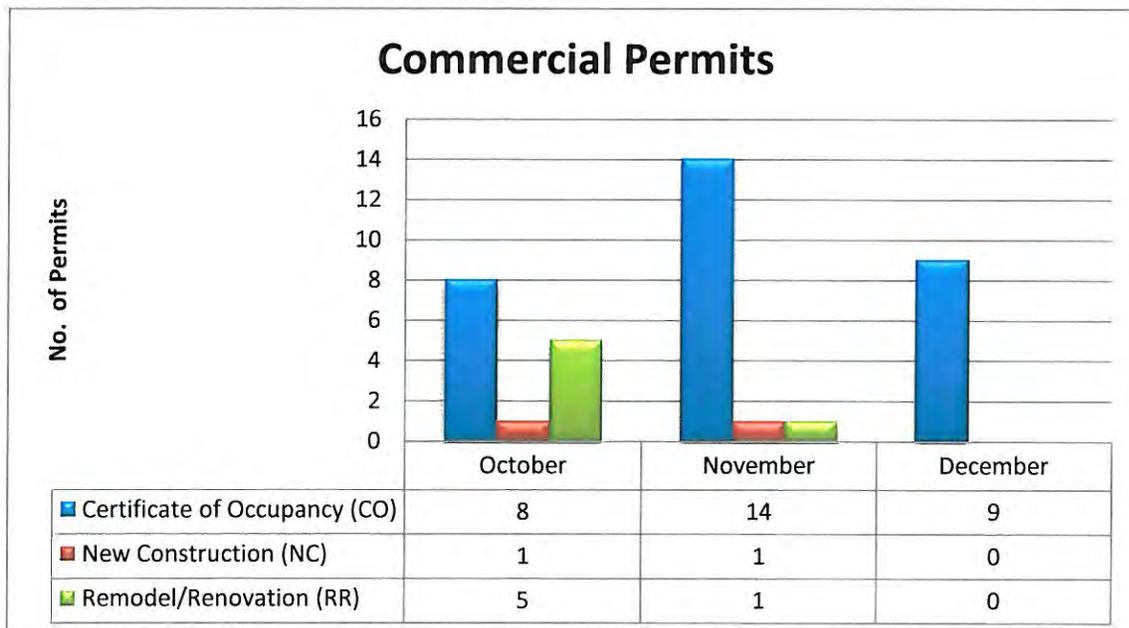
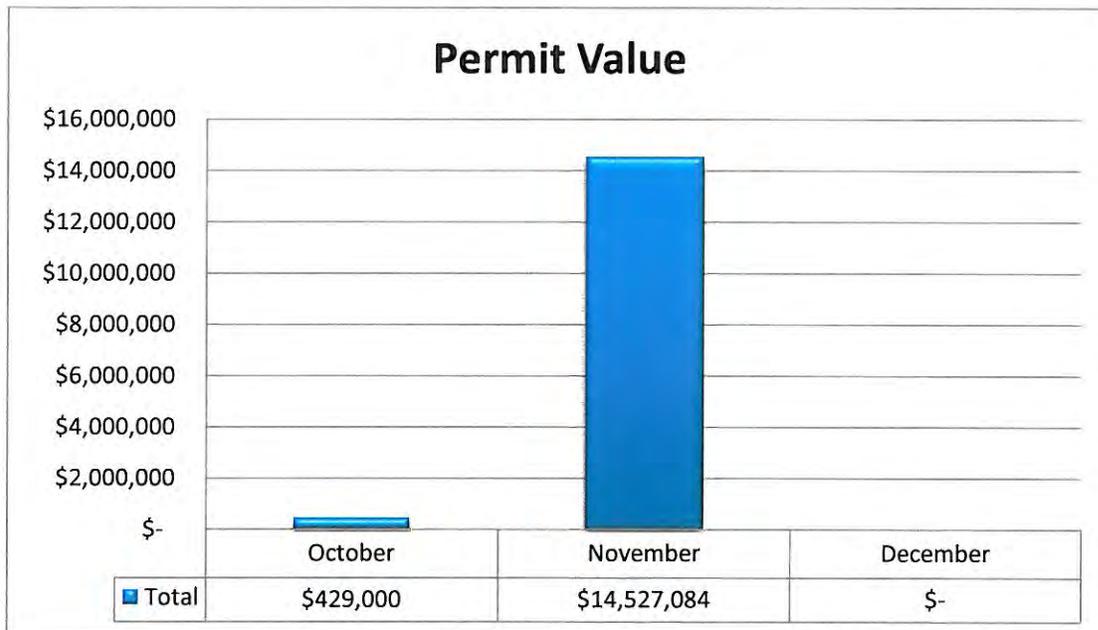
### COMMERCIAL PERMIT VALUE



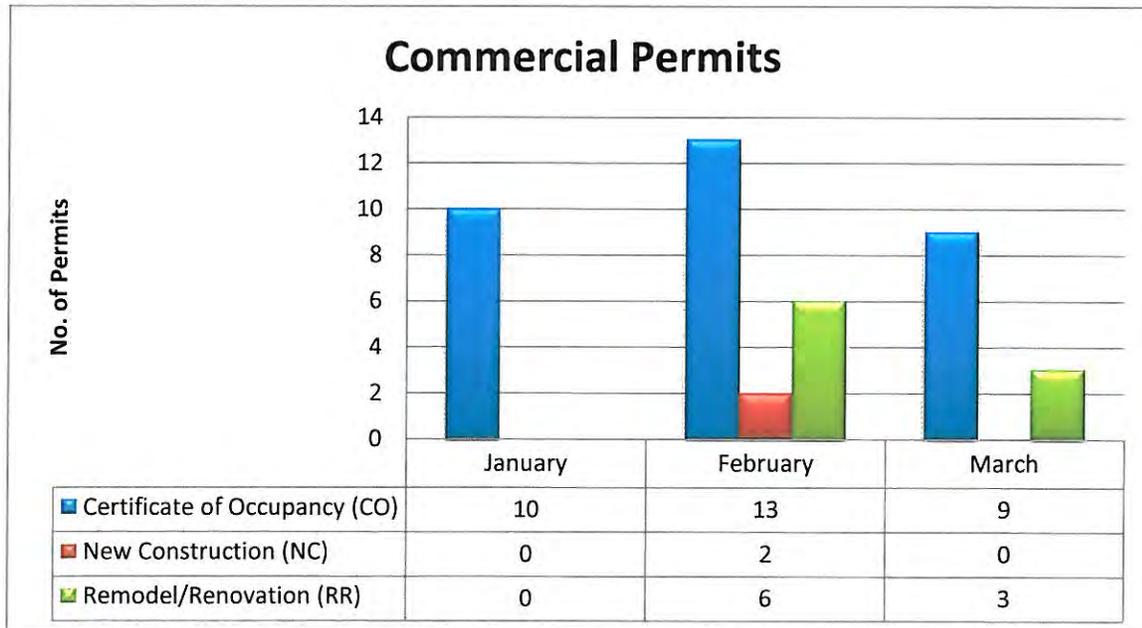
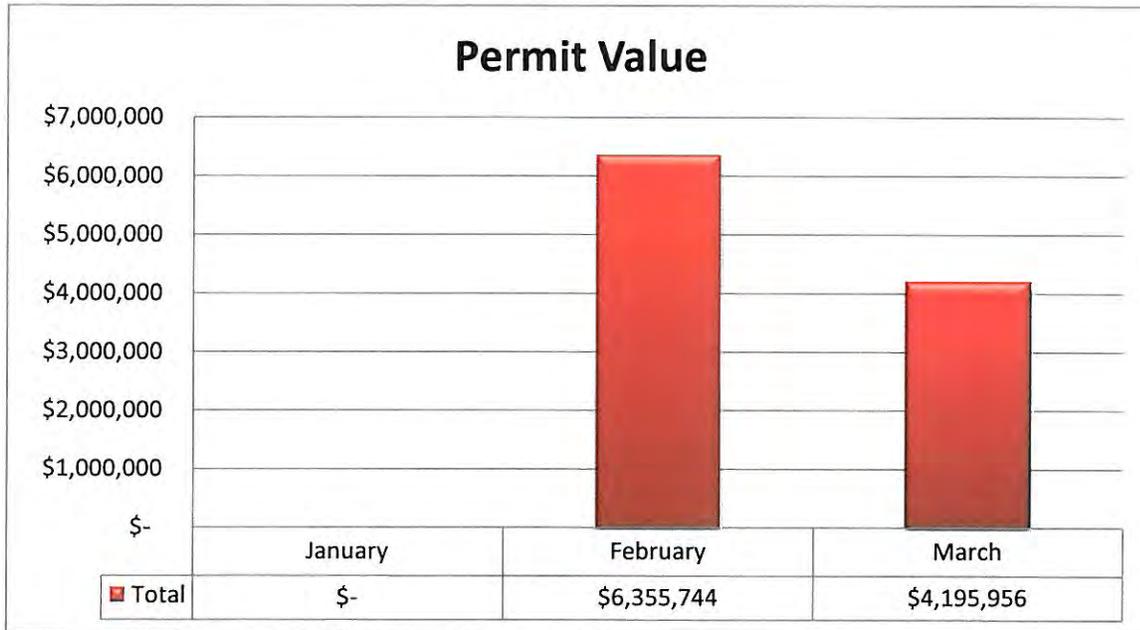
### TOTAL COMMERCIAL PERMITS



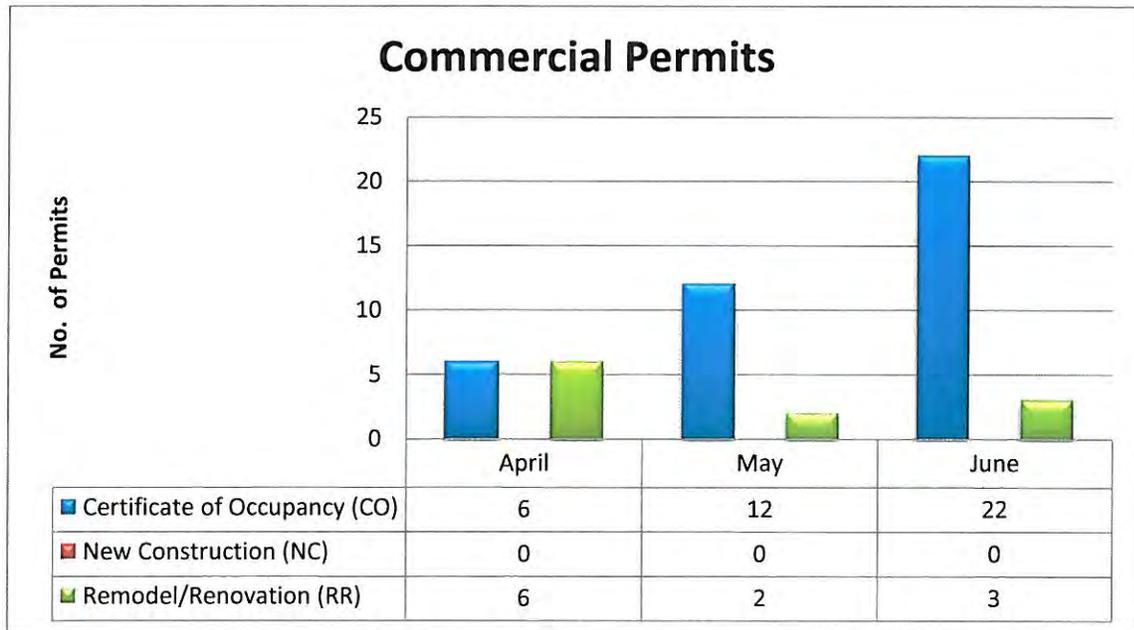
## 1ST QUARTER



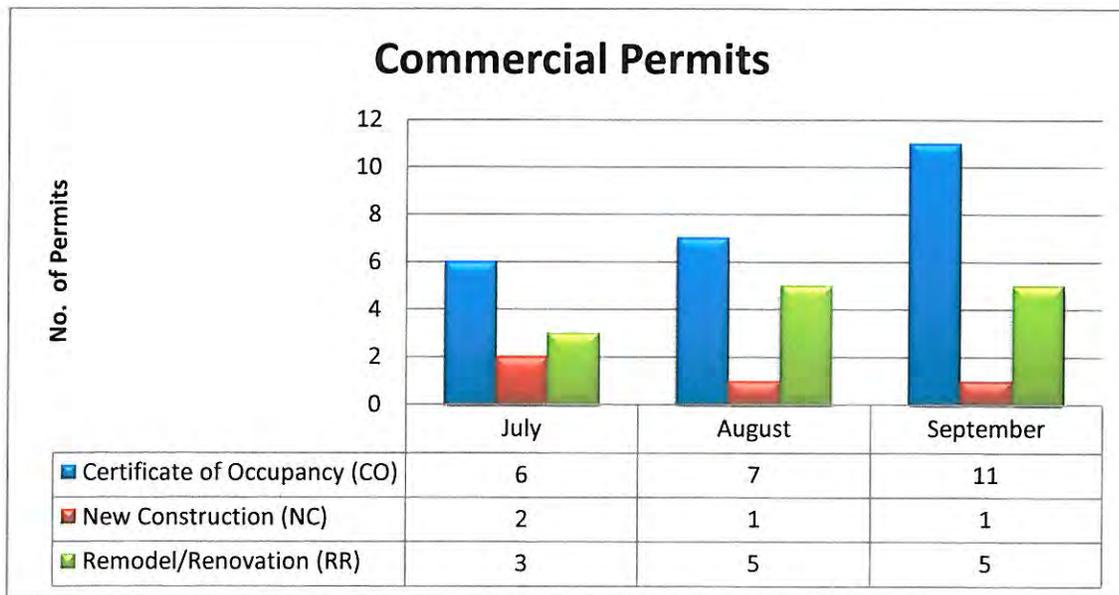
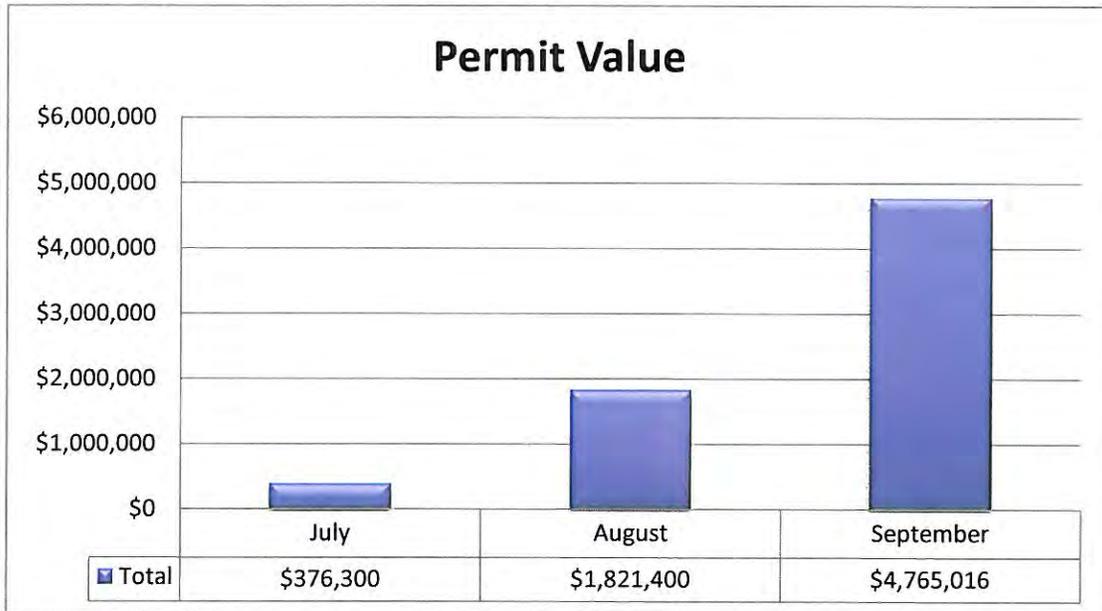
## 2ND QUARTER



### 3RD QUARTER

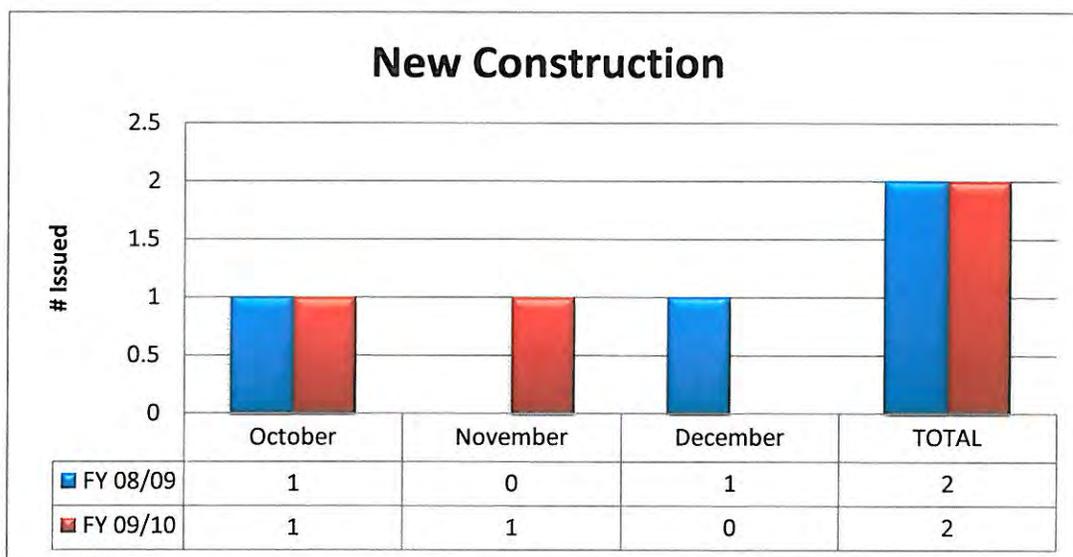
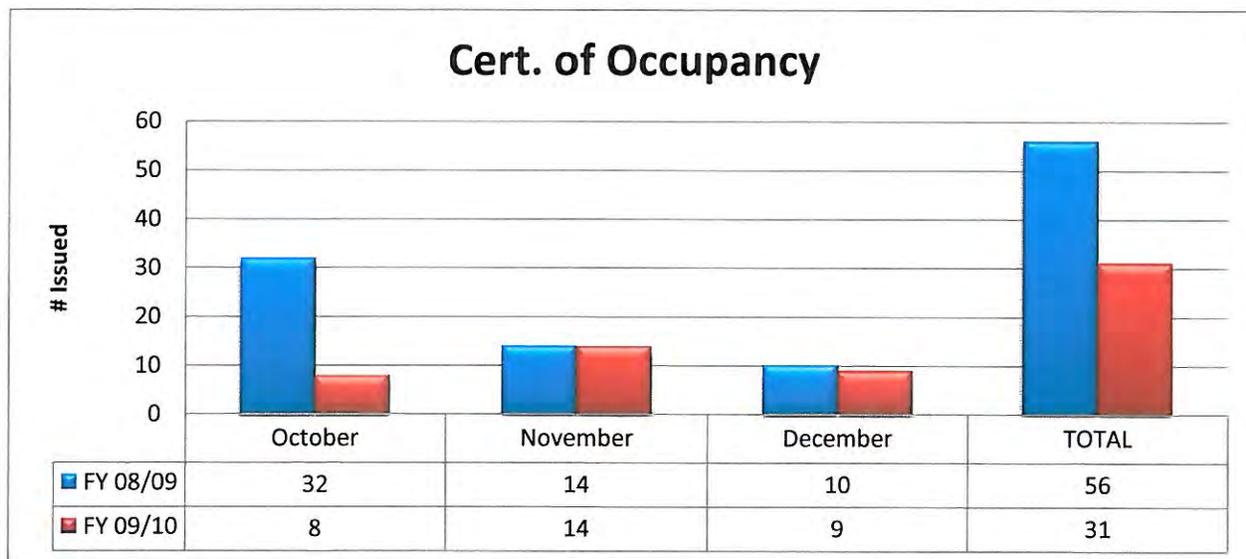


### 4TH QUARTER

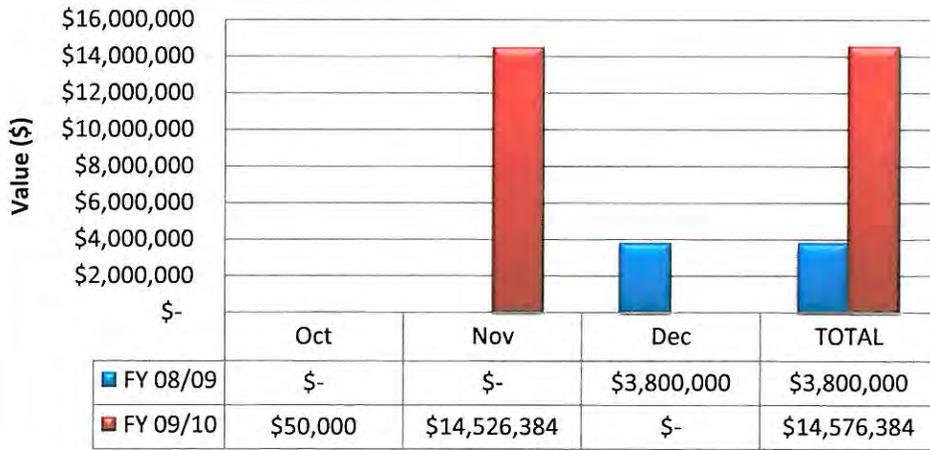


## FIRST QUARTER

<b>PERMIT VALUE-New Construction</b>				
	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTAL</b>
FY 08/09	\$ -	\$ -	\$ 3,800,000	\$ 3,800,000
FY 09/10	\$ 50,000	\$ 14,526,384	\$ -	\$ 14,576,384
<b>PERMIT VALUE-Remodel/Renovation</b>				
	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>TOTAL</b>
FY 08/09	\$ 60,736	\$ 1,044,500	\$ 229,500	\$ 1,334,736
FY 09/10	\$ 379,000	\$ 700	\$ -	\$ 379,700
<b>No. of Permits- C/O</b>				
	<b>October</b>	<b>November</b>	<b>December</b>	<b>TOTAL</b>
FY 08/09	32	14	10	56
FY 09/10	8	14	9	31
<b>No. of Permits- N/C</b>				
	<b>October</b>	<b>November</b>	<b>December</b>	<b>TOTAL</b>
FY 08/09	1	0	1	2
FY 09/10	1	1	0	2
<b>No. of Permits-RR</b>				
	<b>October</b>	<b>November</b>	<b>December</b>	<b>TOTAL</b>
FY 08/09	4	5	3	12
FY 09/10	5	1	0	6



### Permit Value: New Construct

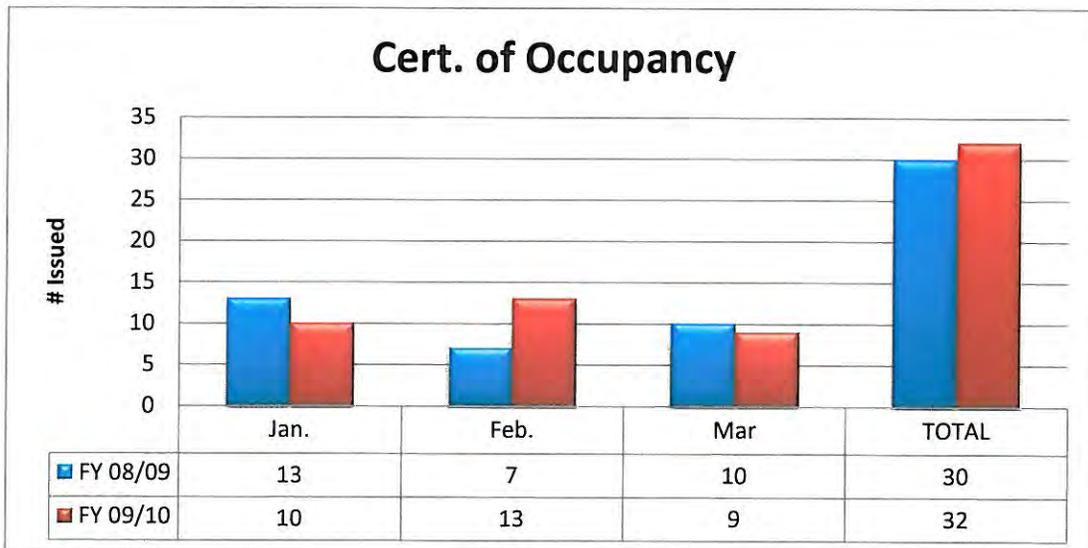
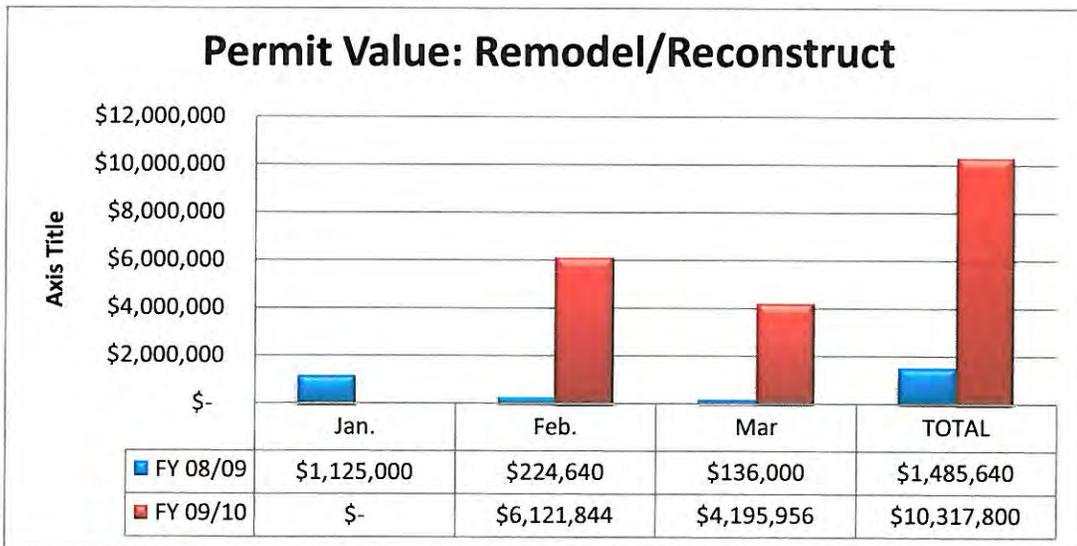
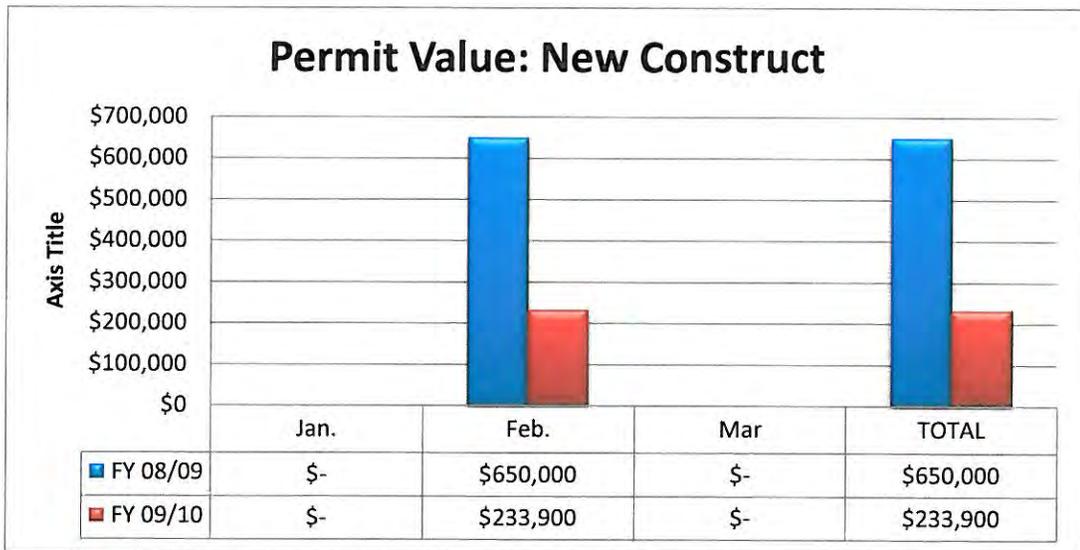


### Permit Value: Remodel/Reconstruct



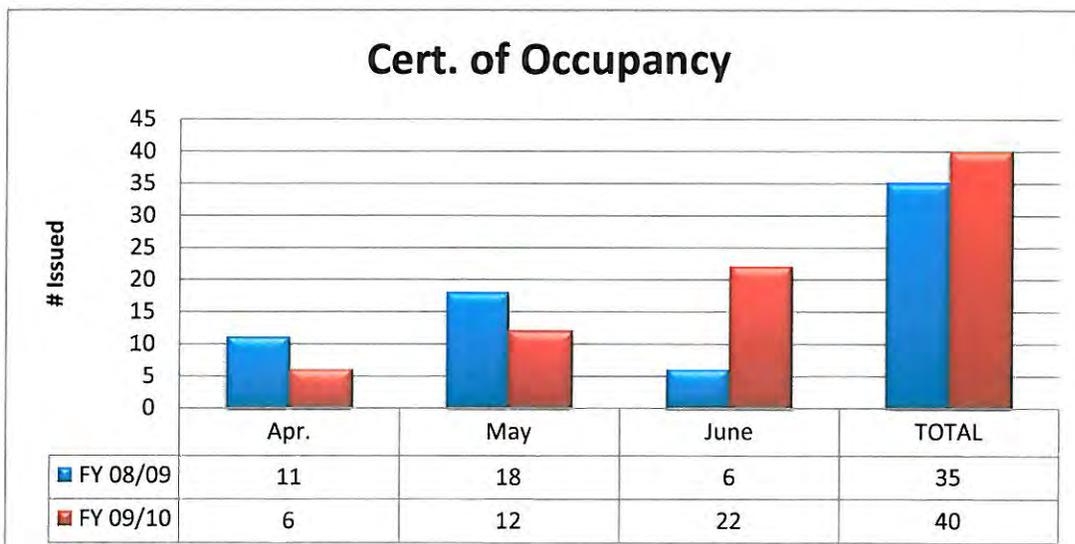
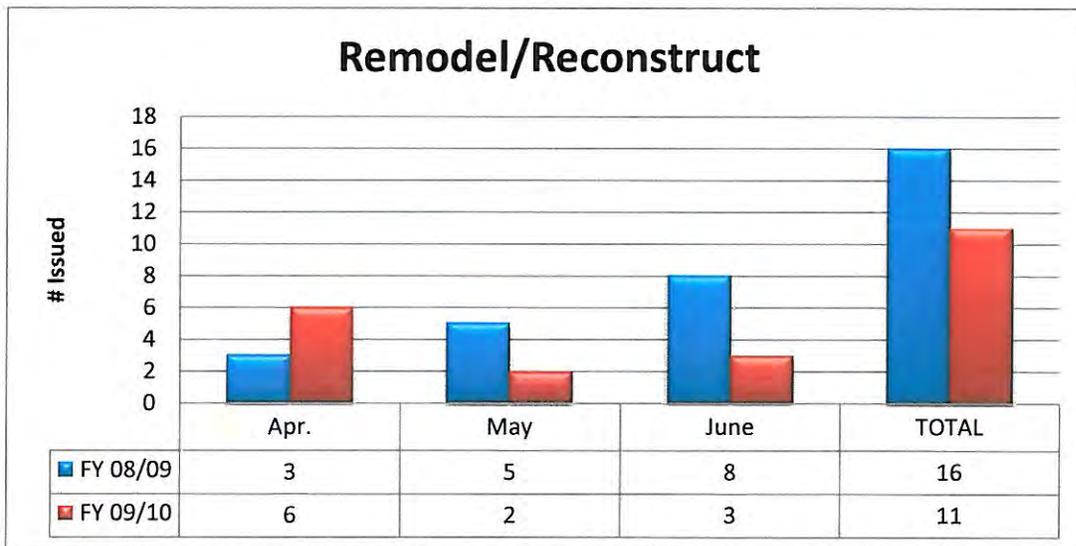
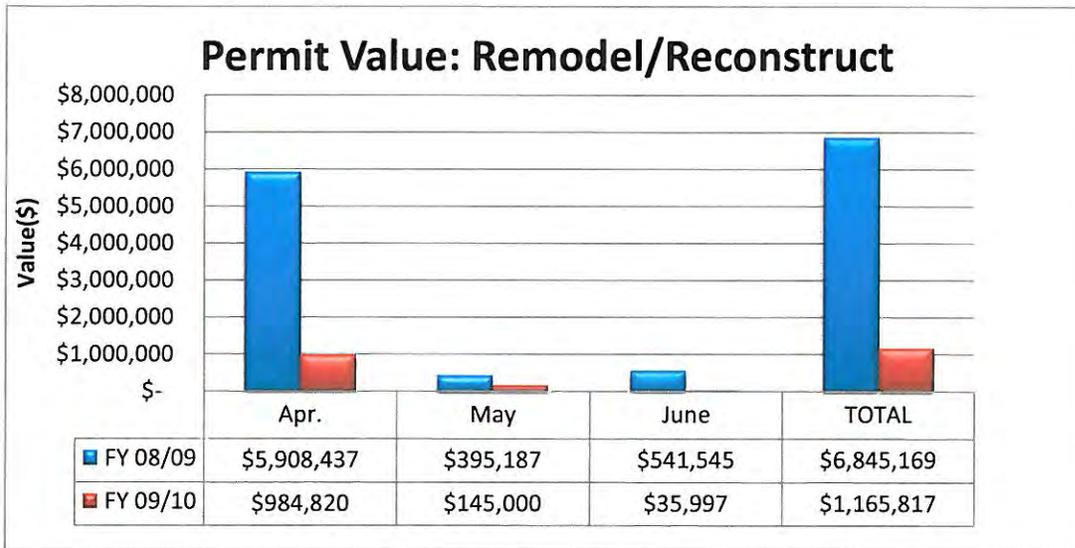
## SECOND QUARTER

PERMIT VALUE-New Construction				
	<i>Jan.</i>	<i>Feb.</i>	<i>Mar</i>	<i>TOTAL</i>
FY 08/09	\$ -	\$ 650,000	\$ -	\$ 650,000
FY 09/10	\$ -	\$ 233,900	\$ -	\$ 233,900
PERMIT VALUE-Remodel/Renovation				
	<i>Jan.</i>	<i>Feb.</i>	<i>Mar</i>	<i>TOTAL</i>
FY 08/09	\$ 1,125,000	\$ 224,640	\$ 136,000	\$ 1,485,640
FY 09/10	\$ -	\$ 6,121,844	\$ 4,195,956	\$ 10,317,800
No. of Permits- C/O				
	<i>Jan.</i>	<i>Feb.</i>	<i>Mar</i>	<i>TOTAL</i>
FY 08/09	13	7	10	30
FY 09/10	10	13	9	32
No. of Permits- N/C				
	<i>Jan.</i>	<i>Feb.</i>	<i>Mar</i>	<i>TOTAL</i>
FY 08/09	0	1	0	1
FY 09/10	0	2	0	2
No. of Permits-RR				
	<i>Jan.</i>	<i>Feb.</i>	<i>Mar</i>	<i>TOTAL</i>
FY 08/09	3	7	3	13
FY 09/10	0	6	3	9



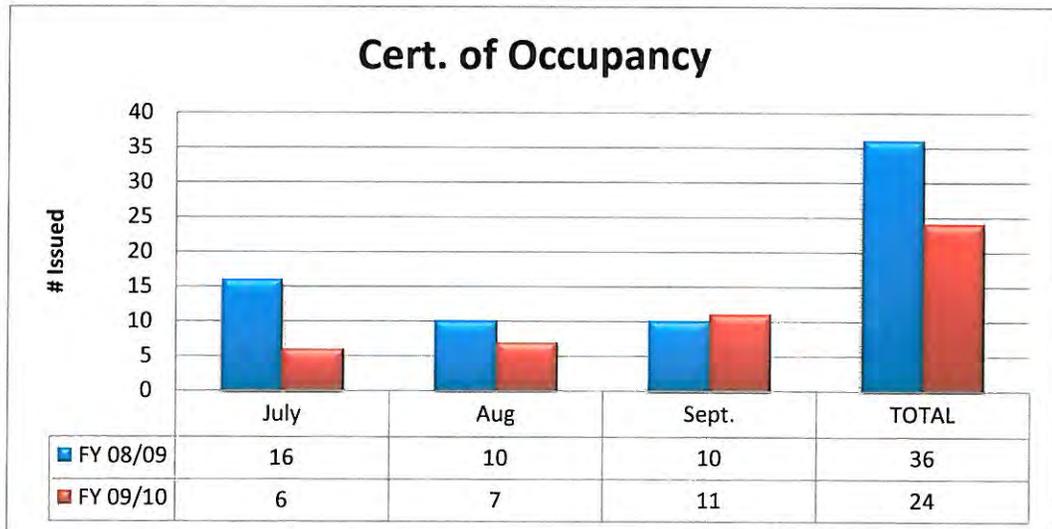
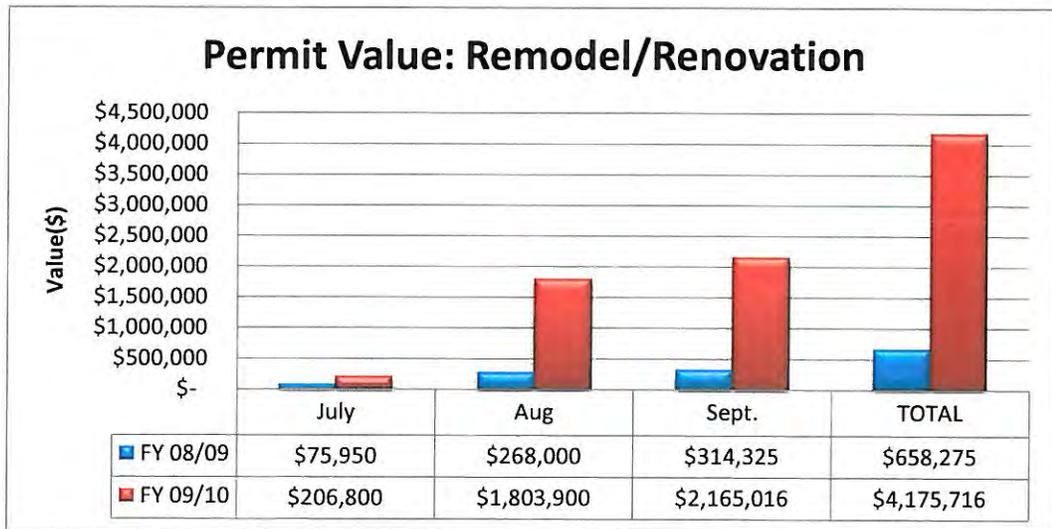
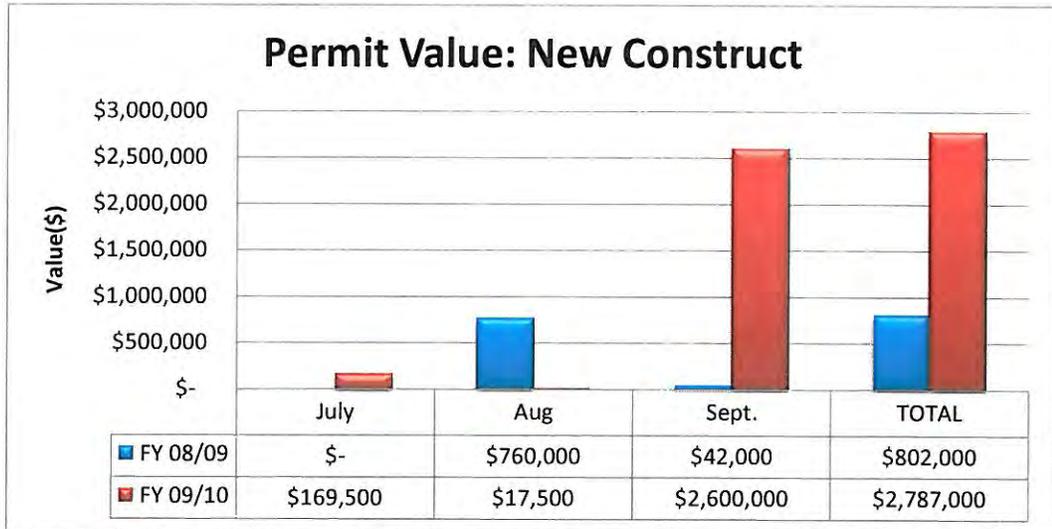
## THIRD QUARTER

PERMIT VALUE-New Construction				
	<i>Apr.</i>	<i>May</i>	<i>June</i>	<i>TOTAL</i>
FY 08/09	\$ 3,250,000	\$ -	\$ -	\$ 3,250,000
FY 09/10	\$ -	\$ -	\$ -	\$ -
PERMIT VALUE-Remodel/Renovation				
	<i>Apr.</i>	<i>May</i>	<i>June</i>	<i>TOTAL</i>
FY 08/09	\$ 5,908,437	\$ 395,187	\$ 541,545	\$ 6,845,169
FY 09/10	\$ 984,820	\$ 145,000	\$ 35,997	\$ 1,165,817
No. of Permits- C/O				
	<i>Apr.</i>	<i>May</i>	<i>June</i>	<i>TOTAL</i>
FY 08/09	11	18	6	35
FY 09/10	6	12	22	40
No. of Permits- N/C				
	<i>Apr.</i>	<i>May</i>	<i>June</i>	<i>TOTAL</i>
FY 08/09	2	0	0	2
FY 09/10	0	0	0	0
No. of Permits-RR				
	<i>Apr.</i>	<i>May</i>	<i>June</i>	<i>TOTAL</i>
FY 08/09	3	5	8	16
FY 09/10	6	2	3	11



## FOURTH QUARTER

<b>PERMIT VALUE-New Construction</b>				
	<b>July</b>	<b>Aug</b>	<b>Sept.</b>	<b>TOTAL</b>
FY 08/09	\$ -	\$ 760,000	\$ 42,000	\$ 802,000
FY 09/10	\$ 169,500	\$ 17,500	\$ 2,600,000	\$ 2,787,000
<b>PERMIT VALUE-Remodel/Renovation</b>				
	<b>July</b>	<b>Aug</b>	<b>Sept.</b>	<b>TOTAL</b>
FY 08/09	\$ 75,950	\$ 268,000	\$ 314,325	\$ 658,275
FY 09/10	\$ 206,800	\$ 1,803,900	\$ 2,165,016	\$ 4,175,716
<b>No. of Permits- C/O</b>				
	<b>July</b>	<b>Aug</b>	<b>Sept.</b>	<b>TOTAL</b>
FY 08/09	16	10	10	36
FY 09/10	6	7	11	24
<b>No. of Permits- N/C</b>				
	<b>July</b>	<b>Aug</b>	<b>Sept.</b>	<b>TOTAL</b>
FY 08/09	0	2	1	3
FY 09/10	2	1	1	4
<b>No. of Permits-RR</b>				
	<b>July</b>	<b>Aug</b>	<b>Sept.</b>	<b>TOTAL</b>
FY 08/09	4	4	4	12
FY 09/10	3	5	5	13

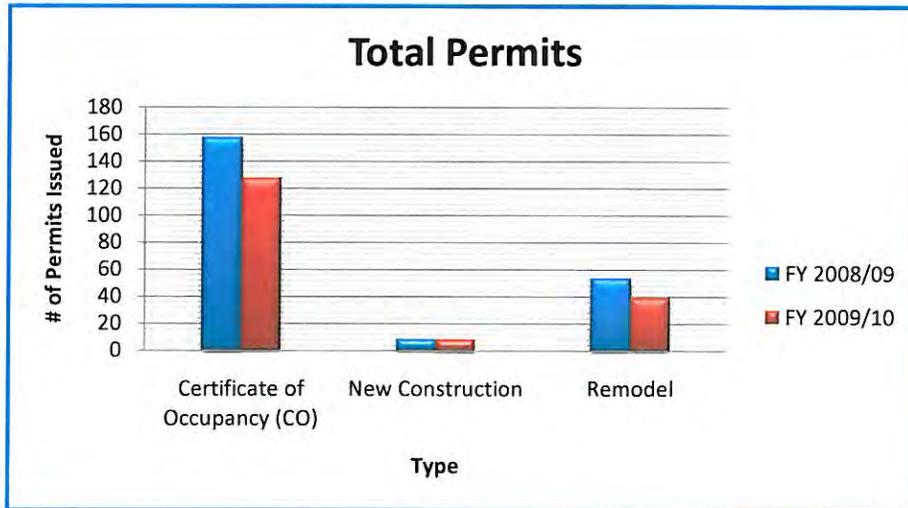
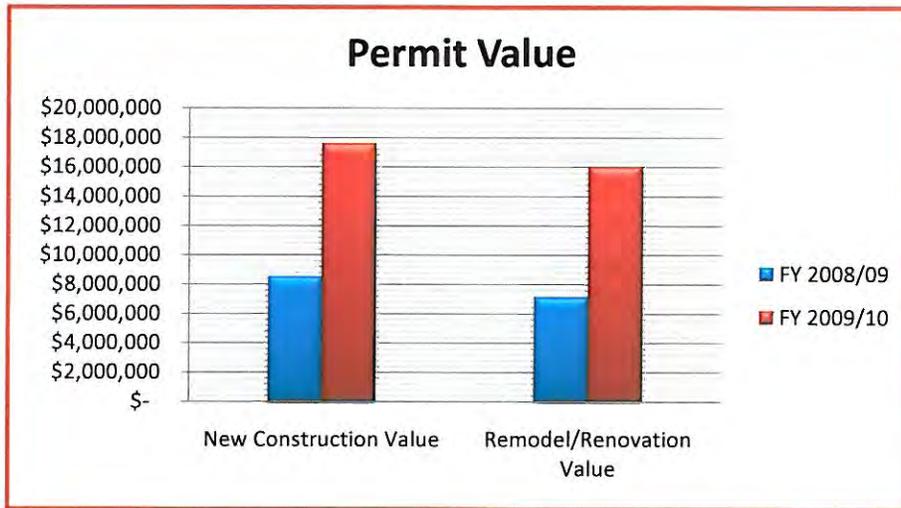


**Comparison Report: FY 2008/09 v. FY 2009/10**

*New Construction Value*  
*Remodel/Renovation Value*

*Certificate of Occupancy (CO)*  
*New Construction*  
*Remodel*

FY 2008/09	FY 2009/10	Difference
\$ 8,505,000	\$ 17,597,284	\$9,092,284
\$ 7,074,815	\$ 16,039,033	\$8,964,218
157	127	(30)
8	8	0
53	39	(14)





# Council Agenda Background

---

## PRESENTER:

Jim Story, Mayor

## ITEM:

Proclamation declaring February 2011 as Love Your Library Month.

## DISCUSSION:

Rick Peters will accept the Love Your Library Month Proclamation on behalf of the Library Advisory Board and the Bedford Public Library. He will promote various activities for the month of February including:

- Library Satisfaction Survey
- Seuss Festival

Information is available on all Library programs at [www.bedfordlibrary.org](http://www.bedfordlibrary.org).

## RECOMMENDATION:

N/A

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Proclamation



CITY OF  
**BEDFORD**

# Proclamation

*WHEREAS, the Bedford Public Library fosters a love of learning and reading through pre-school story times, summer reading, and free homework help programs; and*

*WHEREAS, the Bedford Public Library supports a competitive workforce with basic literacy programs, computers, and other resources to help children and adults learn to find, evaluate and use information they need for their jobs, health, education, and other needs; and*

*WHEREAS, the Bedford Public Library provides free of charge to their resident patrons recreation, spurs to imagination, and inspiration through books, videos, audio books, DVDs and other publications; and*

*WHEREAS, the Bedford Public Library serves as the community's front porch...for learning, for leisure, for life.*

*NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim February 2011 as:*

## Love Your Library Month

*in the City of Bedford and urge all residents to visit the new Bedford Public Library.*

*In witness whereof, I have hereunto set my hand and  
caused the seal of the City of Bedford to be affixed this  
22<sup>nd</sup> day of February, 2011.*

---

JIM STORY MAYOR  




# Council Agenda Background

---

## PRESENTER:

Jim Story, Mayor

## ITEM:

Proclamation declaring March 4, 2011 as the City of Bedford Employee Appreciation Day.

## DISCUSSION:

The following employees will accept the proclamation on behalf of all City of Bedford employees:

- Cassie Amburn-Teen Court
- Kirk Roberts- Police Department
- Don Smith- Police Department
- Chris Conner- Fire Department

## RECOMMENDATION:

N/A

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Proclamation



CITY OF  
**BEDFORD**

# Proclamation

*WHEREAS, the employees of the City of Bedford are the City's "ambassadors" who provide important community services on a daily basis, 365 days a year, 24 hours a day, during both routine and emergency situations; and*

*WHEREAS, the City Council desires to recognize and honor all City employees, not only for their invaluable work performed on a daily basis, but also for their important contributions; and*

*WHEREAS, the City Council recognizes the employees of the City of Bedford as the City's most valuable assets; and*

*WHEREAS, March 4 has been designated as "National Employee Appreciation Day"; and*

*WHEREAS, the City Council wishes to honor and recognize the contributions of all City employees.*

*NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim March 4, 2011 as:*

## City of Bedford Employee Appreciation Day

*in the City of Bedford in honor of the outstanding achievements of the City of Bedford employees and urge all citizens to thank them for their efforts over the past year.*

*In witness whereof, I have hereunto set my hand and  
caused the seal of the City of Bedford to be affixed this  
22<sup>nd</sup> day of February, 2011.*

---

JIM STORY MAYOR  




# Council Agenda Background

---

**PRESENTER:**

Beverly Queen Griffith, City Manager

**ITEM:**

Employee Service Recognition

**DISCUSSION:**

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

- Kevin O'Dell                      5 yrs.                      Public Works
- Rodney Dearing                      20 yrs.                      Fire Department

**RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

N/A



# Council Agenda Background

---

**PRESENTER:**

Michael Wells, City Secretary

**ITEM:**

Consider approval of the following City Council minutes:  
a) February 8, 2011 regular session

**DISCUSSION:**

N/A

**RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Minutes

STATE OF TEXAS §  
COUNTY OF TARRANT §  
CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in regular session at 6:30 p.m. in the Council Chamber of City Hall, 2000 Forest Ridge Drive on the 8th day of February, 2011 with the following members present:

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

Constituting a quorum.

Roy W. Turner was absent from tonight's meeting.

Staff present included:

Beverly Queen Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
John Kubala	Public Works Director
Jill McAdams	Human Resources Director
Mirenda McQuagge-Walden	Managing Director of Community Services

### **REGULAR SESSION 6:30 P.M.**

Regular session began at 6:30 p.m.

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

Mayor Story called the meeting to order.

### **INVOCATION**

Mayor Story gave the invocation.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was given.

### **OPEN FORUM**

Nobody chose to speak under tonight's Open Forum.

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

Motioned by Councilman Champney, seconded by Councilman Savage to approve the following items by consent: 1a, 1b, 2, 3, and 5.

Motion approved 6-0-0. Mayor Story declared the motion carried.

### **APPROVAL OF THE MINUTES**

1. **Consider approval of the following City Council minutes:**
  - a) **January 22, 2011 work session**
  - b) **January 25, 2011 regular meeting**

This item was approved by consent.

### **NEW BUSINESS**

2. **Consider a resolution to accept the bids and authorize the City Manager to enter into a contract with Millican Well Services, LLC in the amount of \$94,360 for the Stonegate Well Pumping Unit Replacement.**

This item was approved by consent.

3. **Consider a resolution authorizing the City Manager to enter into Change Order #1 with Motorola/HGAC System in the amount of \$46,717.12 for the Motorola Wireless Broadband and Communication System for the Traffic Signal Synchronization Project.**

This item was approved by consent.

4. **Consider a resolution authorizing the purchase of a replacement one ton truck in the amount of \$30,724 through the State of Texas Buy Board Purchasing Program.**

Public Works Director John Kubala presented information regarding this resolution. The current vehicle has been out of service two to three weeks over the past two years and causes staff to have to shuffle around for other equipment. The current vehicle is used every day. It has reached 134 points on the vehicle decision tree; when a vehicle has reached 100 points on the tree you start looking at replacing it. Points are based on age of the unit, mileage, repair cost projections, appearance and reliability. This vehicle is already way past what is considered a normal replacement time. There are decision tree points on every vehicle in the City. An opportune time to discuss the decision tree with Council would be going into the budget session. City Manager Beverly Queen Griffith stated that the decision tree was put into place based on Council in the past asking how and when to replace a vehicle. It gave an objective look at every vehicle based on certain criteria and all vehicles were evaluated under the same criteria. When a vehicle hits 100 points that is when they are evaluated on a year-to-year basis. Not including Police or Fire, you will want to replace approximately 10% of City vehicles annually.

Motioned by Councilman Champney, seconded by Councilman Brown, to approve a resolution authorizing the purchase of a replacement one ton truck in the amount of \$30,724 through the State of Texas Buy Board Purchasing Program.

Motion approved 6-0-0. Mayor Story declared the motion carried.

5. **Consider a resolution authorizing the purchase of a new mini Vector unit from E.H. Wachs in the amount of \$22,000.**

This item was approved by consent.

6. **Consider a resolution authorizing amendments to, and the addition of, the following employee personnel policies:**
  - **IV(Time Off) Sick Leave/Donation of Sick Leave/Conversion to Vacation Leave**
  - **VI (While At Work) Employee Conduct and Corrective Action**

Human Resources Director Jill McAdams presented information regarding this resolution. In regards to

the Sick Leave and Catastrophic Leave policy, five years ago, the City had short term disability insurance which employees were not utilizing. It made more sense to have a sick leave donation program. It would bridge the time between when an employee uses all of their accruals to when long term disability kicks in. The sick leave program is structured so that an employee can use sick leave for FMLA provisions and has worked very well. When FMLA was recently amended to include helping loved ones who are being deployed overseas, it came in direct contradiction to the current sick leave policy. It was decided to break out that section of the policy and remove the language regarding FMLA. Now, instead of a bank, a release can go to employees allowing them to donate time to fellow employees. This helps with the compensated absences side of the books. Provisions were also added in order to get more medical documentation in place in order to determine if an employee can return to work in a light duty capacity. Also, employees would not be able to accrue sick or vacation time while out on donated time. Lastly, employees are now allowed to donate other leave time such as holidays, comp time and vacation in addition to sick time. She feels like it is a stronger program and would help mitigate uncompensated absences.

Ms. McAdams stated that language has been added to the Employee Conduct and Corrective Action Policy to address the use of social media sites such as Facebook and Twitter. The provision states that an employee who posts information that they should not be posting regarding the City or their employment that they may be subject to disciplinary action up to and including termination.

Motioned by Councilman Champney, seconded by Councilman Griffin, to approve a resolution authorizing amendments to, and the addition of, the following employee personnel policies:

- IV (Time Off) Sick Leave/Donation of Sick Leave/Conversion to Vacation Leave
- VI (While At Work) Employee Conduct and Corrective Action

Motion approved 6-0-0. Mayor Story declared the motion carried.

## **7. Consider a resolution ordering the May 14, 2011 General Election.**

City Secretary Michael Wells presented information regarding this resolution. There was discussion on the HEB ISD's desire to have an early voting location at the Pat May Center and whether the City would like to have early voting at one location. It was the consensus of the Council to have early voting remain at the Bedford Public Library.

Motioned by Councilman Champney, seconded by Councilman Griffin, to approve a resolution ordering the May 14, 2011 General Election.

Motion approved 6-0-0. Mayor Story declared the motion carried.

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

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

No report was given.

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

No report was given.

- ✓ **Beautification Commission- Councilman Turner**

No report was given.

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

Councilman Fisher stated the next meeting of the Community Affairs Commission will be February 18 at 5:30 p.m. in the City Hall Conference Room.

✓ **Library Board- Councilman Brown**

No report was given.

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

Councilman Griffin stated that the Board met last week and worked with the consultant to estimate the number of points that have been accumulated towards the grant, based on the things for the Boys Ranch Park as a result of the last Council work session. They came in around 65 and 67 points. Two weeks ago, the City of Fort Worth was awarded a \$1M grant for a recreation center with a total of 30 points. At the next Council meeting, there will be a presentation by the Board and a resolution so the grant can be sent out by March 1.

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

No report was given.

Councilman Savage gave a report on the Investment Committee meeting of January 26. They met to discuss the Investment Report for the quarter ended December 31, 2010. The market value of the City's portfolio is worth more than \$14 Million. The investments are well diversified with a mix of local government investment pools, securities and bank CDs. Investment maturities are laddered out over the next ten months. The average interest earnings for the quarter are above 0.8% which is still higher than the investment pools' rate of returns. Per the City's investment policy, the investment strategy is based on safety, liquidity and yield in that order. With the help of the City's investment advisors, Valley View Consulting, we will continue to monitor market conditions and invest where the highest returns can be obtained with minimal risk.

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

Councilman Champney stated that he attended a Teen Court session the previous night and it really is an invaluable service to the City as well as Hurst and Euless. Teens that get a citation are judged by their peers and the ruling is made by their peers. It was very impressive to see how the process works and the impact on the people including the defendants and the juries. It helps young people see how the process works and its fairness. He invited parents to view one of these sessions and for teenagers to investigate it as far as volunteering. He plans on attending another session.

**9. Council member reports**

✓ **Councilman Brown: Provide information to Council on Tarrant County Day at the Capitol.**

Councilman Brown requested this be put on the agenda. He wanted to make Council aware that next month he will be going Tarrant County Day at the Capitol. He invited Council to let him know if there is a message they want him to take down to Austin. There will be a reception the night of March 2 and he will be meeting with the Tarrant County delegation and other legislative representatives at breakfast the next morning. If there is anything to report when he gets back he will do so.

**10. City Manager report**

✓ **Report on upcoming events for the City.**

City Manager Beverly Queen Griffith gave a report on upcoming City events:

Friday, February 11, 6:00 p.m. at the BRAC – Volunteer Banquet

Friday, February 11 at 7:00 p.m. - Classic movie night at the Old Bedford School

Saturday, February 12 – Ribbon cutting at the new Library at 9:45 a.m. with the Library opening at 10:00 a.m. Events will be from 10 to 2.

Saturday, February 12 at 7:00 p.m. - Valentine's Dance at the BRAC

Saturday, February 12 at 7:00 p.m. - Murder Mystery Dinner at the Old Bedford School

Tuesday, February 22 at 6:30 p.m. –The Parks and Recreation Board public hearing

Mayor Story reminded the audience that the new Library is currently open for business and they have been very busy.

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

No action was needed as a result of Executive Session.

**ADJOURNMENT**

Mayor Story adjourned the meeting at 7:13 p.m.

---

Jim Story, Mayor

ATTEST:

---

Michael Wells, City Secretary



# Council Agenda Background

---

## PRESENTER:

Leigh Morgan, Deputy Director of Parks & Recreation

## ITEM:

Public hearing to receive citizen comments on the City's application for the Texas Parks and Wildlife Department Local Park Grant Program.

## DISCUSSION:

The Texas Parks and Wildlife Department (TPWD) requires that at least one public hearing be held to receive public comment if an entity wishes to apply for a grant with their Local Park Grant Program. City staff will be completing a grant application for submittal to TPWD by March 1, 2011. The application will request funding to assist with dredging the lake, drainage improvements, trail enhancements, fishing pier, picnic area, basketball court, amphitheater, disc golf and interpretive area at the Boy's Ranch Park.

## RECOMMENDATION:

N/A

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

N/A



# Council Agenda Background

---

## PRESENTER:

Leigh Morgan, Deputy Director of Parks & Recreation  
John Fain, DFL Group

## ITEM:

Consider a resolution of the City of Bedford, Tarrant County, Texas hereinafter referred to as “applicant,” designating certain officials as being responsible for, acting for, and on behalf of the applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as “department,” for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the “program”; certifying that the applicant is eligible to receive program assistance; certifying that the applicant matching share is readily available; dedicating the proposed site for permanent public park and recreational uses; and certifying that the application has been submitted to the appropriate regional council of governments for the Texas Review and Comment System (TRACS) review.

## DISCUSSION:

The Parks Master Plan was adopted by the City Council in December of 2010. The Plan is a tool to guide the future development of the parks throughout the City. The Plan was submitted to the Texas Parks and Wildlife Department and a letter of approval was received in January 2011. An approved plan makes the City of Bedford eligible for grant funding.

With the consultant’s guidance, the Community Services Department is applying for a grant of \$500,000 with the understanding that the City will match the grant by \$500,000. The grant is for Phase I of the Boys Ranch Park Master Plan. Phase I will include dredging the lake, drainage improvements, trail enhancements, fishing pier, picnic area, basketball court, amphitheater, disc golf and interpretive area.

Staff has worked with the consultant to write the grant so that we receive as many points as possible.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution of the City of Bedford, Tarrant County, Texas hereinafter referred to as “applicant,” designating certain officials as being responsible for, acting for, and on behalf of the applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as “department,” for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the “program”; certifying that the applicant is eligible to receive program assistance; certifying that the applicant matching share is readily available; dedicating the proposed site for permanent public park and recreational uses; and certifying that the application has been submitted to the appropriate regional council of governments for the Texas Review and Comment System (TRACS) review.

## FISCAL IMPACT:

N/A

**ATTACHMENTS:**

**Resolution  
Concept Plan  
Budget**

RESOLUTION NO. 11-

A RESOLUTION OF THE CITY OF BEDFORD, TARRANT COUNTY, TEXAS HEREINAFTER REFERRED TO AS "APPLICANT," DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS & WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS "DEPARTMENT," FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM, HEREINAFTER REFERRED TO AS THE "PROGRAM"; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE; DEDICATING THE PROPOSED SITE FOR PERMANENT PUBLIC PARK AND RECREATIONAL USES; AND CERTIFYING THAT THE APPLICATION HAS BEEN SUBMITTED TO THE APPROPRIATE REGIONAL COUNCIL OF GOVERNMENTS FOR THE TEXAS REVIEW AND COMMENT SYSTEM (TRACS) REVIEW.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and,

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program.

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

- SECTION 1. That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.
- SECTION 2. That the Applicant hereby certifies that the matching share for this application is readily available at this time.
- SECTION 3. That the Applicant hereby authorizes and directs its City Manager to act for the Applicant in dealing with the Department for the purposes of the Program, and that Beverly Queen Griffith is hereby officially designated as the representative in this regard.
- SECTION 4. The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as Boys Ranch Park in the City of Bedford for use as a park site and is hereby dedicated for public park and recreation purposes in perpetuity.
- SECTION 5. That the Applicant hereby certifies that a copy of the application has been submitted to the appropriate regional council of governments for Texas Review and Comments System consideration.

PASSED AND APPROVED this 22nd day of February 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

---

Jim Story, Mayor

ATTEST:

---

Michael Wells, City Secretary

**APPROVED AS TO FORM:**

---

**Stan Lowry, City Attorney**

© 2015 DFL GROUP, LLC. ALL RIGHTS RESERVED. THE LANDSCAPE ARCHITECTURE DESIGN, DETAILS AND DIRECTIONS SHOWN ON THIS PROJECT AND/OR GENERAL REFLECT THE LEGAL RESPONSIBILITY OF DFL GROUP, LLC. THESE USES FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY DFL GROUP, LLC.



MASTERPLAN PREPARED BY  Kimley-Horn and Associates, Inc.



CONCEPT PLAN



THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF JOHN B. FAIR. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING. FURTHER CHANGES TO THIS ELECTRONIC DRAWING FILE ARE THE RESPONSIBILITY OF THE USER. THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY AND ALL MODIFICATIONS TO BE MADE TO THIS DRAWING FILE. THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY AND ALL MODIFICATIONS TO BE MADE TO THIS DRAWING FILE. THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY AND ALL MODIFICATIONS TO BE MADE TO THIS DRAWING FILE. THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY AND ALL MODIFICATIONS TO BE MADE TO THIS DRAWING FILE.



**OUTDOOR RECREATION - LOCAL PARK GRANT  
BEDFORD BOYS RANCH  
BUDGET SUMMARY**

I. PROFESSIONAL SERVICES		<b>\$By City</b>
A. Surveys; Construction Plans and Specifications	\$0.00	
II. LAND ACQUISITION		
A. NA	\$0.00	
III. CONSTRUCTION		
A. Recreation Facilities		<b>\$538,000.00</b>
1. Fishing Pier/Dock (2,000 SF, uncovered)	\$75,000.00	
2. Trail Construction (2,000 LF x 10' concrete)	\$70,000.00	
3. Trail Renovation (2,000 LF x10' concrete)	\$100,000.00	
4. Disc Golf (18-hole)	\$10,000.00	
5. Basketball Court (Unlighted)	\$48,000.00	
6. Overlook/Interpretive Area (1,000 SF)	\$25,000.00	
7. Picnicking (2 Units)	\$10,000.00	
8. Playground (Covered)	\$150,000.00	
9. Amphitheater Renovation	\$50,000.00	
B. Miscellaneous		<b>\$462,000.00</b>
1. Lake Dredging/Wildlife Restoration (7,500 CY)	\$313,500.00	
2. Riparian/Natural Area Plantings (1,500 SF) with low water irrigation	\$20,000.00	
3. Erosion Control & Creek Stabilization (200 LF) with low water irrigation	\$120,000.00	
4. Program Acknowledgement Sign	\$2,000.00	
5. Interpretive and Historic Recognition Signage	\$6,000.00	
6. Texas Parks and Wildlife Display Area	\$500.00	
Total Construction (A & B):	\$1,000,000.00	

**TOTAL PROJECT COST: \$1,000,000.00\***

**MATCH REQUEST: \$500,000.00**

**\* The City of Bedford will provide an additional \$2,500,000 for this project to fund professional services, additional pond restoration, creek stabilization, trails, playground, and picnicking.**



# Council Agenda Background

---

## PRESENTER:

Roger Gibson, Deputy Police Chief

## ITEM:

Consider a resolution of the City Council of Bedford, Texas, authorizing the submission of the grant application for a mobile observation tower through the Office of the Governor, Criminal Justice Division.

## DISCUSSION:

The Police Department was recently made aware of a competitive grant through the Office of the Governor, Criminal Justice Division.

Through this grant, the Police Department will be seeking funding for a mobile observation tower. The mobile observation tower will be utilized to detect and deter criminal activity in the City's commercial and residential at-risk areas. Additionally, the observation tower will be deployed at special events, City-sponsored festivals and any activation of the Point of Distribution (POD) center.

Over the past several years, the City of Bedford has been experiencing an increasing rate of vehicle burglaries. Comparing calendar year 2009 to 2010, vehicle burglaries increased an alarming 23%. Crimes of this nature decrease the quality of life here in Bedford and strike at the very core of our citizen's overall feeling of personal security.

The Police Department has attempted to address the problem with portable signage, directed patrols, surveillance details, and with the utilization of volunteers to walk commercial parking lots leaving pamphlets on cars as a reminder to hide and lock their valuables.

The mobile observation tower would be an asset to the Department by providing a vantage point for surveillance details and security assessments at special events/festivals. This vantage point would afford Officers the ability to see further than their counterparts on the ground. In addition, the tower would serve as a strong deterrent against crime, whether or not it is actually being operated or manned.

The Criminal Justice Program grant does not require a cash match from the City of Bedford.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution of the City Council of Bedford, Texas, authorizing the submission of the grant application for a mobile observation tower through the Office of the Governor, Criminal Justice Division.

## FISCAL IMPACT:

N/A

**ATTACHMENTS:**

**Resolution**

**RESOLUTION NO. 11-**

**A RESOLUTION OF THE CITY COUNCIL OF BEDFORD, TEXAS, AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION FOR A MOBILE OBSERVATION TOWER THROUGH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION.**

**WHEREAS, the City Council of Bedford, Texas finds it in the best interest of the citizens of Bedford to pursue funding for a mobile observation tower during the 2011 calendar year; and,**

**WHEREAS, the City Council of Bedford, Texas agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City of Bedford assures that the funds will be returned to the Criminal Justice Division in full; and,**

**WHEREAS, the City Council of Bedford, Texas designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.**

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

**SECTION 1. That the City Council authorizes the submission of the grant application for a mobile observation tower through the Office of the Governor, Criminal Justice Division.**

**PASSED AND APPROVED this 22nd day of February 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.**

\_\_\_\_\_  
**Jim Story, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# Council Agenda Background

---

## PRESENTER:

Maria Redburn, Library Manager

## ITEM:

Consider a resolution accepting the purchase of naming rights for a four-person study room located in the Bedford Public Library by Kevin and Alicia McGlinchey in the amount of \$5,000.

## DISCUSSION:

On July 14, 2009, the City Council approved a resolution that adopted the “Policy for Naming/Renaming or Dedicating City Facilities and Property”. This policy provided a formal process for the City Council to evaluate proposals for the naming, renaming or dedicating of City facilities and property. On August 11, 2009 the City Council accepted the Bedford Public Library Foundation’s proposed naming rights and sponsorship packages and authorized the Bedford Public Library Foundation to solicit donations for the new Library on behalf of the City of Bedford.

Kevin and Alicia McGlinchey are long-time Bedford residents. Their children have participated in children’s programs and are currently tutors in the Library Buddies Program. Kevin and Alicia believe that libraries play an integral role in the literacy of a community. They realize the importance of having a quiet place to study. Per the “Policy for Naming/Renaming or Dedicating City Facilities and Property,” the City Council must evaluate and approve any naming rights in City facilities and properties.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution accepting the purchase of naming rights of a four-person study room located in the Bedford Public Library by Kevin and Alicia McGlinchey in the amount of \$5,000.

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Resolution  
Policy for Naming/Renaming or Dedicating City Facilities and Property

**RESOLUTION NO. 11-**

**A RESOLUTION ACCEPTING THE PURCHASE OF NAMING RIGHTS FOR A FOUR PERSON STUDY ROOM LOCATED IN THE BEDFORD PUBLIC LIBRARY BY KEVIN AND ALICIA MCGLINCHEY IN THE AMOUNT OF \$5,000.**

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

**WHEREAS, the City Council of Bedford, Texas accepted the Bedford Public Library Foundation's proposed naming rights and sponsorship packages and authorized the Bedford Public Library Foundation to solicit donations for the new Library on behalf of the City of Bedford on August 11, 2009; and,**

**WHEREAS, the increase in construction costs since the voters approved the bonds for the new Library in 2001 necessitates additional funding.**

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

**SECTION 1. That the City Council does accept the purchase of the naming rights for a four-person study room located in the Bedford Public Library by Kevin and Alicia McGlinchey in the amount of \$5,000.**

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

**PASSED AND APPROVED this 22nd day of February, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.**

\_\_\_\_\_  
**Jim Story, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

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

**I. Purpose**

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

**II. Process**

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

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

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

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

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

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



# Council Agenda Background

---

## PRESENTER:

David Miller, Deputy City Manager

## ITEM:

Consider a resolution authorizing the City Manager to execute an agreement with Bluebonnet Contractors, LLC as it relates to the cost of relocating utilities for development of State Highway 183 as part of the North Tarrant Express Project.

## DISCUSSION:

As part of the North Tarrant Express Project, certain utilities belonging to the City must be relocated or otherwise adjusted. In order to facilitate that adjustment, Bluebonnet will agree to initially incur the cost of relocating or adjusting those utilities and the City will reimburse Bluebonnet for the City's share of the utility relocation cost according to the Texas Transportation Code and the terms of this agreement. The adjustments will be performed under a Developer Managed Master Utility Adjustment Agreement (MUAA). That agreement is attached as "Exhibit 1." This Reimbursement Agreement provides for reimbursing Bluebonnet in one lump sum payment due June 1, 2014. The estimated cost of the adjustments at this time is \$2,112,000. The final amount should be considerably less, since Bluebonnet will be paying for 50% of the relocations that are in the existing right-of-way and 100% of the relocations that are in easements adjacent to the right-of-way. We anticipate the final amount could be less than \$1,000,000.

The MUAA is attached for your information. We will be coming back to City Council at a future date to receive authority to sign the MUAA, after all the details are worked out. The City Attorney has reviewed and approved the MUAA. The MUAA will be followed up with numerous Utility Adjustment Agreement Amendments (UAAA) as utility adjustments proceed along the North Tarrant Express Project.

## RECOMMENDATION:

Staff recommends the following motion:

Approve a resolution authorizing the City Manager to execute an agreement with Bluebonnet Contractors, LLC as it relates to the cost of relocating utilities for development of State Highway 183 as part of the North Tarrant Express Project.

## FISCAL IMPACT:

Estimated to be up to \$2,112,000.

## ATTACHMENTS:

Resolution  
Reimbursement Agreement  
Exhibit 1, MUAA

**RESOLUTION NO. 11-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BLUEBONNET CONTRACTORS, LLC AS IT RELATES TO THE COST OF RELOCATING UTILITIES FOR DEVELOPMENT OF STATE HIGHWAY 183 AS PART OF THE NORTH TARRANT EXPRESS PROJECT.**

**WHEREAS, the City Council of Bedford, Texas has determined it is in the best interests of the City and its citizens to proceed with the improvements to State Highway 183 as part of the North Tarrant Express Project; and,**

**WHEREAS, the City Council of Bedford, Texas determines the necessity for proceeding with relocating utilities in order to facilitate the construction of the North Tarrant Express Project.**

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

**SECTION 1. That the City Council does hereby authorize the City Manager to execute an agreement with Bluebonnet Contractors, LLC as it relates to the cost of relocating utilities for development of State Highway 183 as part of the North Tarrant Express Project.**

**PASSED AND APPROVED this 22nd day of February 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.**

\_\_\_\_\_  
**Jim Story, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## REIMBURSEMENT AGREEMENT

This agreement is between Bluebonnet Contractors, LLC (“Bluebonnet”) and the City of Bedford (the “City”) and relates to the cost of relocating utilities for development of State Highway 183 as Part of the North Tarrant Express Project.

### RECITALS

Bluebonnet has entered into a contract with North Tarrant Express Mobility Partners, LLC (the “Developer”) for the design and construction of the North Tarrant Express Project (the “Project”). This design and construction contract is pursuant to the Developer’s Comprehensive Development Agreement with the Texas Department of Transportation dated June 23, 2009.

As part of the Project, certain utilities belonging to the City must be relocated or otherwise adjusted. In order to facilitate that adjustment, Bluebonnet will agree to initially incur the cost of relocating or adjusting those utilities and the City will reimburse Bluebonnet for its share of the utility relocation cost according to Texas Transportation Code § 203.092 and the terms of this agreement

The City represents that it has full authority to enter into this agreement and expressly waives the defense of sovereign immunity in the event of default of this agreement but not otherwise. This agreement was approved by the City in the meeting of the City Council on February 22, 2011.

### AGREEMENT

1. Bluebonnet and the City agree that the work to be performed relocating or adjusting all utilities that are owned by the City that are in conflict with construction of the Project will be performed under a Developer Managed Master Utility Adjustment Agreement. That agreement will be in the form attached to this agreement as Exhibit “1.”
2. The City agrees to reimburse Bluebonnet for the portion of the relocation costs assigned to the City under Exhibit “1” (the “City’s Responsibility”).
3. The City agrees to reimburse Bluebonnet for the City’s Responsibility under this agreement in one lump sum payment according to the following schedule:

DUE JUNE 1, 2014

5. The City expressly waives its immunity from suit in the event of a default of this agreement but not otherwise. If the City defaults on its obligation to repay Bluebonnet for the City’s Responsibility, then Bluebonnet may accelerate and recover the remaining unpaid balance of the City’s Responsibility as well as Bluebonnet’s costs of collection including reasonable attorney’s fees and costs of court.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

#### **Bluebonnet Contractors, LLC**

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

Jose Carlos Esteban, CEO

#### **THE CITY OF BEDFORD**

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

Typed or Printed Name and Title: Beverly Queen Griffith, City Manager

Approved by the City Council on: February 22, 2011 and recorded in the meeting minutes of the City Council on that date.

County: Tarrant  
ROW CSJ No.: 0364-01-119  
0364-05-038  
Const. CSJ No.: 0364-01-054  
0364-05-025  
Highway: NTE (SH183/SH121)  
Limits: from 820/SH183  
Interchange to  
SH183/SH121  
Interchange

**MASTER UTILITY ADJUSTMENT AGREEMENT**  
**(Developer Managed)**  
Agreement No.: 183-U-0503

**THIS AGREEMENT**, by and between NTE Mobility Partners, LLC, hereinafter identified as the "**Developer**", Bluebonnet Contractors, LLC, hereinafter identified as the "**Design-Build Contractor**" and City of Bedford, hereinafter identified as the "**Owner**", is as follows:

**WITNESSETH**

**WHEREAS**, the STATE OF TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as "TxDOT", is authorized to design, construct, operate, maintain, and improve turnpike projects as part of the state highway system throughout the State of Texas, all in conformance with the provisions of Chapters 203 and 223, Texas Transportation Code, as amended; and

**WHEREAS**, the TxDOT proposes to construct a turnpike project identified as the North Tarrant Express Project (the "Facility"); and

**WHEREAS**, pursuant to that certain Comprehensive Development Agreement by and between TxDOT and the Developer with respect to the Facility (the "CDA"), the Developer has undertaken the obligation to design, construct, finance, operate and maintain the Facility; and

**WHEREAS**, the Developer's duties pursuant to the CDA include causing the removal, relocation, or other necessary adjustment of existing utilities impacted by the Facility (collectively, "Adjustment"), subject to the provisions herein; and

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

**WHEREAS**, the Facility may receive Federal funding, financing and/or credit assistance; and

**WHEREAS**, the Design-Build Contractor has notified the Owner that certain of its facilities and appurtenances (the "Owner Utilities") are in locational conflict with the Facility (and/or with the "Ultimate Configuration" of the Facility), and the Owner has requested that the Developer and the Design-Build Contractor undertake the Adjustment of the Owner Utilities pursuant to §203.092, Texas Transportation Code, as amended, and Rule 21.23 of Title 43, as necessary to accommodate the Facility (and the Ultimate Configuration); and

**WHEREAS**, the Owner Utilities and the proposed Adjustment of the Owner Utilities will be identified and described in a series of Utility Adjustment Agreement Amendments to this Master Agreement on a form prepared by Design-Build Contractor (Utility Adjustment Agreement Amendment's are referred to as "UAAA's"). This Master Agreement contains terms and conditions applicable to all Utility Adjustment work for the Project, but no specific Utility Adjustment work is identified herein or required by this Master Agreement. The specific Utility Adjustment work will be added to this Master Agreement through one or more executed UAAA(s); and

**WHEREAS**, the Owner recognizes that time is of the essence in completing the work contemplated herein; and

**WHEREAS**, the Developer, the Design-Build Contractor and the Owner desire to implement the Adjustment of the Owner Utilities by entering into this Agreement for all Owner Utilities and a separate UAAA for each Utility Assembly.

### **AGREEMENT**

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the Developer, the Design-Build Contractor and the Owner agree as follows:

1. **Preparation of Plans.** [Check one box that applies:]

- The Design-Build Contractor has hired engineering firm(s) acceptable to the Owner to perform all engineering services needed for the preparation of plans, required specifications, and cost estimates, attached hereto as Exhibit A (collectively, the "Plans"), for the proposed Adjustment of the Owner Utilities. The Design-Build Contractor represents and warrants that the Plans conform to the most recent Utility Accommodation Rules issued by the Texas Department of Transportation ("TxDOT"), set forth in 43 Tex. Admin. Code Part 1, Chapter 21, Subchapter C *et seq.*, (the "UAR"). By its execution of this Agreement or by the signing of the Plans, the Owner hereby approves the Plans and confirms that the Plans are in compliance with the "standards" described in Paragraph 3(d). Owner will approve the Plans if they conform to the UAR and comply with Owner's "standards" described in Paragraph 3 (d).
- The Owner has provided plans, required specifications and cost estimates, attached hereto as Exhibit A (collectively, the "Plans"), for the proposed Adjustment of the Owner Utilities. The Owner represents and warrants that the Plans conform to the UAR. By its execution of this Agreement, the Design-Build Contractor hereby approve the Plans. The Owner also has provided to the Design-Build Contractor a utility plan view map illustrating the location of existing and proposed utility facilities on the Developer's right of way map of the Facility. With regard to its preparation of the Plans, the Owner represents as follows [*check one box that applies*]:
  - The Owner's employees were utilized to prepare the Plans, and the charges therefore do not exceed the Owner's typical costs for such work.
  - The Owner utilized consulting engineers to prepare the Plans, and the fees for such work are not based upon a percentage of construction costs. Further, such fees encompass only the work necessary to prepare the Plans for Adjustment of the Owner Utilities described herein, and do not include fees for work done on

any other project. The fees of the consulting engineers are reasonable and are comparable to the fees typically charged by consulting engineers in the locale of the Facility for comparable work for the Owner.

2. **Review by TxDOT.** The parties hereto acknowledge and agree as follows:

- (a) Upon execution of this Agreement by both the Developer and the Owner, pursuant to the CDA the Developer will submit this Agreement to TxDOT for its review and approval. Developer will submit each Utility Assembly, which includes a corresponding UAAA and all corresponding Plans, to TxDOT for its review and approval. The parties will exercise best efforts to modify and Utility Assembly as necessary to address any comments made by TxDOT thereon. Without limiting the generality of the foregoing, (i) the Owner agrees to respond (with comment and/or acceptance) to any modifications made to any Utility Assembly in response to TxDOT comments within **15 business days** after receipt of such modifications; and (ii) if the Owner originally prepared the Plans for the Utility Assembly, the Owner agrees to modify the Plans in response to TxDOT comments and to submit such modified Plans to the Developer for its comment and/or approval (and re-submittal to the TxDOT for its comment and/or approval) within **15 business days** after receipt of TxDOT's comments. The Owner's failure to timely respond pursuant to this paragraph shall be deemed the Owner's approval of same. If the Owner fails to timely prepare modified Plans which are its responsibility hereunder, then the Developer shall have the right to modify the Plans for the Owner's approval as if the Developer had originally prepared the Plans. The process set forth in this paragraph will be repeated until the Owner, the Developer, and TxDOT have all approved the Utility Assembly.
- (b) The parties hereto acknowledge and agree that TxDOT's review, comments, and/or approval of a Utility Assembly or any component thereof is solely for the purpose of ascertaining matters of particular concern to TxDOT, and TxDOT has, and by its review, comments and/or approval of such Utility Assembly or any component thereof undertakes, no duty to review the Utility Assembly or its components for their quality or for the adequacy of adjusted utility facilities (as designed) for the purposes for which they are intended to be used or for compliance with law or applicable standards (other than TxDOT requirements).

3. **Design and Construction Standards.** All design and construction performed for the Adjustment work which is the subject of this Agreement shall comply with and conform to the following:

- (a) All applicable local and state laws, regulations, decrees, ordinances and policies, including the UAR, the Utility Manual issued by TxDOT (to the extent its requirements are mandatory for the Adjustment necessitated by the Facility, as communicated to the Owner by the Developer, the Design-Build Contractor or TxDOT), the requirements of the CDA, and the policies of TxDOT;
- (b) All Federal laws, regulations, decrees, ordinances and policies applicable to projects receiving Federal funding, financing and/or credit assistance (including without limitation 23 CFR 645 Subparts A and B, incorporated herein by this reference);
- (c) The terms of all governmental permits or other approvals, as well as any private approvals of third parties necessary for such work; and

- (d) The standard specifications, standards of practice, and construction methods (collectively, "standards") which the Owner customarily applies to utility facilities comparable to the Owner Utilities that are constructed by the Owner or for the Owner by its contractors at the Owner's expense, which standards are current at the time this Agreement is signed by the Owner, and which the Owner has submitted to the Design-Build Contractor in writing.
- (e) Upon completion of construction of each specific Utility Adjustment, the Design-Build Contractor will provide "As built" (including Plans and Specifications). All "As built" will be submitted in GIS format.
- (f) Upon completion of construction of each specific Utility Adjustment, the Owner shall be provided with a 2-Year Maintenance Bond.

Such design and construction also shall be consistent and compatible with (i) the Design-Build Contractor's current design and construction of the Facility, (ii) the "Ultimate Configuration" for the Facility, and (iii) any other utilities being installed in the same vicinity. The Owner acknowledges receipt from the Design-Build Contractor of Facility plans and Ultimate Configuration documents as necessary to comply with the foregoing. In case of any inconsistency among any of the standards referenced in this Agreement, the most stringent standard shall apply.

4. **Responsibility for Costs of Adjustment Work.** With the exception of any Betterment (hereinafter defined), the parties shall allocate the cost of any Adjustment between themselves in accordance with §203.092, Texas Transportation Code, under which the costs will be shared equally, unless the Utility is located on a compensable property interest, in which case the Design-Build Contractor shall bear the entire cost of any Adjustment, or unless some other allocation percentage is determined by application of the appropriate Eligibility Ratio. Accordingly and for the purposes of determining the Design-Build Contractor and Owner's respective rights and duties under this Master Agreement the Design-Build Contractor is responsible for performing only those tasks that TxDOT is legally authorized to perform and is obligated to pay to the utilities only the amount of compensation that TxDOT is legally authorized to pay under TEX. TRANSP. CODE §203.092 and other applicable Utility Relocation Law. All payments related to an Adjustment shall be paid for by Design-Build Contractor and Owner, not TxDOT. Owner shall provide to Design-Build Contractor Owner's share of the estimated Adjustment cost under an applicable UAAA and according to a payment arrangement acceptable to Design-Build Contractor and Owner.

All costs charged to the Design-Build Contractor by the Owner shall be reasonable and shall be computed using rates and schedules not exceeding those applicable to the similar work performed by or for the Owner at the Owner's expense. The costs paid by the Design-Build Contractor pursuant to this Agreement shall be full compensation (with the application of the appropriate Eligibility Ratio) to the Owner for all costs incurred by the Owner in Adjusting the Owner Utilities (including without limitation costs of relinquishing and/or acquiring right of way), and TxDOT shall have no liability to the Owner for any such costs. Owner expressly acknowledges that it shall only be entitled to compensation for any Adjustment(s) covered by this Agreement, including costs with respect to real property interests (either acquired or relinquished), from the Design-Build Contractor to the extent set forth in this Agreement, and specifically acknowledges that it shall not be entitled to compensation or reimbursement from TxDOT or the State of Texas. The Owner agrees that the timely progress of any Adjustment made under this Agreement serves an important public purpose by allowing the timely completion of the Project. Therefore, the

Owner will not delay, hinder, or otherwise impede the progress of any Utility Relocation due to a payment dispute with the Design-Build Contractor.

5. **Construction by the Design-Build Contractor.**

- (a) The Owner hereby requests that the Design-Build Contractor perform the construction necessary to adjust the Owner Utilities and the Design-Build Contractor hereby agrees to perform such construction. All construction work hereunder shall be performed in a good and workmanlike manner, and in accordance with the Plans (except as modified pursuant to Paragraph 16).
- (b) The Design-Build Contractor shall retain such contractor or contractors as are necessary to adjust the Owner Utilities, in accordance with the CDA.
- (c) The Design-Build Contractor shall obtain all permits necessary for the construction to be performed by the Design-Build Contractor hereunder, and the Owner shall cooperate in that process as needed.

6. **Reimbursement of Owner's Indirect Costs.**

- (a) Design-Build Contractor agrees to reimburse the Owner its share of the Owner's indirect costs (e.g., engineering, inspection, testing, ROW). When requested by the Owner, monthly progress payments will be made. The monthly payment will not exceed 80% of the estimated indirect work done to date. Once the indirect work is complete, final payment of the eligible indirect costs will be made. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.
- (b) The Owner's indirect costs associated with Adjustment of the Owner Utilities shall be developed pursuant to the method checked and described below [*check only one box*]:
  - (1) Actual related indirect costs accumulated in accordance with (i) a work order accounting procedure prescribed by the applicable Federal or State regulatory body, or (ii) established accounting procedure developed by the Owner and which the Owner uses in its regular operations or,
  - (2) The agreed sum of \$\_\_\_\_\_ ("Agreed Sum") as supported by the analysis of the Owner's estimated costs attached hereto as part of Exhibit A; or
- (c) All indirect costs charged to the Design-Build Contractor by the Owner shall be reasonable and shall be computed using rates and schedules not exceeding those applicable to similar work performed by or for the Owner at the Owner's expense. Design-Build Contractor's performance of the Adjustment work hereunder and payment of the Design-Build Contractor's share of the Owner's costs pursuant to this Agreement, if applicable, shall be full compensation to the Owner for all costs incurred by the Owner in Adjusting the Owner Utilities (including without limitation costs of relinquishing and/or acquiring right of way), and TxDOT shall have no liability to the Owner for any such costs.
- (d) Eligible Owner indirect costs shall include only those authorized under 23 C.F.R. Part 645, Subpart A. The Owner agrees that costs referenced in 23 C.F.R.

Section 645.117(d)(2) are not eligible for reimbursement. These regulations can be found at:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_04/23cfr645\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/23cfr645_04.html)

7. **Advancement of Funds by Owner for Construction Costs.**

(a) Advancement of Owner's Share of Estimated Costs

Exhibit A shall identify all estimated engineering and construction-related costs, including labor, material, equipment and other miscellaneous construction items. Exhibit A shall also identify the Owner's and Design-Build Contractor's respective shares of the estimated costs.

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

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

*[Insert terms of advance funding to be agreed between Design-Build Contractor and Owner.]*

(b) Adjustment Based on Actual Costs or Agreed Sum

*[Check the one appropriate provision]:*

The Owner is responsible for its share of the Design-Build Contractor's actual cost for the Adjustment, including the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment, (i) the Owner shall pay to the Design-Build Contractor the amount, if any, by which the actual cost of the Betterment (as determined in Paragraph 9(b)) plus the actual cost of Owner's share of the Adjustment (based on the allocation set forth in Exhibit A) exceeds the estimated cost advanced by the Owner, or (ii) the Design-Build Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable.

- The Agreed Sum is the agreed and final amount due for the Adjustment, including any Betterment, under this Amendment. Accordingly, no adjustment (either up or down) of such amount shall be made based on actual costs.

8. **Invoices.** Each invoice submitted by the Owner shall be prepared in the form and manner prescribed by 23 C.F.R. Part 645, Subpart A. On invoices prepared by either the Owner or the Design-Build Contractor, all costs developed using the "Actual Cost" method shall be itemized in a format allowing for comparisons to the approved Estimates, including listing each of the services performed, the amount of time spent and the date on which the service was performed. The original and three (3) copies of each invoice, together with (1) such supporting information to substantiate all invoices as reasonably requested, and (2) such waivers and releases of liens as the other party may reasonably require, shall be submitted to the other party at the address for notices stated in Paragraph 22, unless otherwise directed pursuant to Paragraph 22. The Owner and the Design-Build Contractor shall make commercially reasonable efforts to submit final invoices not later than one hundred twenty (120) days after completion of work. The Owner and the Design-Build Contractor hereby acknowledge and agree that any costs not submitted to the other party

within eighteen months following completion of all Adjustment work to be performed by the parties pursuant to this Agreement shall be deemed to have been abandoned and waived.

9. **Betterment and Salvage.**

- (a) For purposes of this Agreement, the term “Betterment” means any upgrading of an Owner Utility being adjusted that is not attributable to the construction of the Facility and is made solely for the benefit of and at the election of the Owner, including but not limited to an increase in the capacity, capability, efficiency or function of the adjusted Utility over that provided by the existing Utility facility or an expansion of the existing Utility facility; provided, however, that the following are not considered Betterments:
- (i) any upgrading which is required for accommodation of the Facility;
  - (ii) replacement devices or materials that are of equivalent standards although not identical;
  - (iii) replacement of devices or materials no longer regularly manufactured with the next highest grade or size;
  - (iv) any upgrading required by applicable laws, regulations or ordinances;
  - (v) replacement devices or materials which are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase); or
  - (vi) any upgrading required by the Owner’s written “standards” meeting the requirements of Paragraph 3(d).

*[Include the following for fiber optic Owner Utilities only:]* Extension of an Adjustment to the nearest splice boxes shall not be considered a Betterment if required by the Owner in order to maintain its written telephony standards.

Any upgrading required by the Owner’s written “standards” meeting the requirements of Paragraph 3(d) shall be deemed to be of direct benefit to the Facility.

- (b) It is understood and agreed that neither the Developer nor the Design-Build Contractor shall pay for any Betterments and that the Owner shall be solely responsible therefore. No Betterment may be performed hereunder which is incompatible with the Facility or the Ultimate Configuration or which cannot be performed within the other constraints of applicable law, any applicable governmental approvals, and the requirements imposed on the Developer by the CDA, including without limitation the scheduling requirements thereunder. Accordingly, the parties agree as follows *[check one box that applies, and complete if appropriate]*:

- The Adjustment of the Owner Utilities pursuant to the Plans does not include any Betterment.
- The Adjustment of the Owner Utilities pursuant to the Plans includes Betterment to the Owner Utilities by reason of *[insert explanation, e.g. “replacing 12” pipe with 24” pipe]*:\_\_\_\_\_. The Design-Build Contractor has provided to the Owner

comparative estimates for (i) all work to be performed by the Design-Build Contractor pursuant to this Agreement, including work attributable to the Betterment, and (ii) the cost to perform such work without the Betterment, which estimates are hereby approved by the Owner. The estimated cost of the Design-Build Contractor's work hereunder which is attributable to Betterment is \$\_\_\_\_\_, calculated by subtracting (ii) from (i). The percentage of the total cost of the Design-Build Contractor's work hereunder which is attributable to Betterment is \_\_\_\_\_%, calculated by subtracting (ii) from (i), which remainder is divided by (i).

(c) If Paragraph 9(b) identifies Betterment, the Owner shall advance to the Design-Build Contractor, at least **fourteen (14) business days** prior to the date scheduled for commencement of construction for Adjustment of the Owner Utilities, the estimated cost attributable to Betterment as set forth in Paragraph 9(b). Should the Owner fail to advance payment to the Design-Build Contractor fourteen (14) business days prior to commencement of the Adjustment construction, the Design-Build Contractor shall have the option of commencing and completing (without delay) the Adjustment work without installation of the applicable Betterment. *[If Paragraph 9(b) identifies Betterment, check the one appropriate provision]:*

The estimated cost stated in Paragraph 9(b) is the agreed and final amount due for Betterment hereunder, and accordingly no adjustment (either up or down) of such amount shall be made based on actual costs.

The Owner is responsible for the Design-Build Contractor's actual cost for the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Agreement, (i) the Owner shall pay to the Design-Build Contractor the amount, if any, by which the actual cost of the Betterment (determined as provided below in this paragraph) exceeds the estimated cost advanced by the Owner, or (ii) the Design-Build Contractor shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable. Any additional payment by the Owner shall be due within **sixty (60) calendar days** after the Owner's receipt of the Design-Build Contractor's invoice therefore, together with supporting documentation; any refund shall be due within **sixty (60) calendar days** after completion of the Adjustment work hereunder. The actual cost of Betterment incurred by the Design-Build Contractor shall be calculated by multiplying (i) the Betterment percentage stated in Paragraph 9(b), by (ii) the actual cost of all work performed by the Design-Build Contractor pursuant to this Agreement (including work attributable to the Betterment), as invoiced by the Design-Build Contractor to the Owner.

(d) If Paragraph 9(b) identifies Betterment, the amount of Betterment in Owner's indirect costs shall be determined by applying the percentage of the Betterment calculated in Paragraph 9(b). The Owner's invoice to the Design-Build Contractor for the Design-Build Contractor's share of the Owner's indirect costs shall credit the Design-Build Contractor with any Betterment amount determined pursuant to this Paragraph 9(d).

(e) For any Adjustment from which the Owner recovers any materials and/or parts and retains or sells the same, after application of any applicable Betterment

credit, the Owner's invoice to the Design-Build Contractor for its costs shall credit the Design-Build Contractor with the salvage value for such materials and/or parts, determined in accordance with 23 C.F.R. Section 645.105(j).

- (f) The determinations and calculations of Betterment described in this Paragraph 9 shall exclude right of way acquisition costs. Betterment in connection with right-of-way acquisition is addressed in Paragraph 15.

10. **Management of the Adjustment Work.** The Design-Build Contractor will provide project management during the Adjustment of the Owner Utilities.

11. **Utility Investigations.** At the Design-Build Contractor's request, the Owner shall assist the Design-Build Contractor in locating any Utilities (including appurtenances) which are owned and/or operated by Owner and may be impacted by the Facility. Without limiting the generality of the foregoing, in order to help assure that neither the adjusted Owner Utilities nor existing, unadjusted utilities owned or operated by the Owner are damaged during construction of the Facility, the Owner shall mark in the field the location of all such utilities horizontally on the ground in advance of Facility construction in the immediate area of such utilities.

12. **Inspection and Acceptance by the Owner.**

- (a) Throughout the Adjustment construction hereunder, the Owner shall provide adequate inspectors for such construction. The work shall be inspected by the Owner's inspector(s) at least once each working day, and more often if such inspections are necessary for prudent installation. Further, upon request by the Design-Build Contractor or its contractors, the Owner shall furnish an inspector at any reasonable time in which construction is underway pursuant to this Agreement, including occasions when construction is underway in excess of the usual forty (40) hour work week and at such other times as reasonably required. The Owner agrees to promptly notify the Design-Build Contractor of any concerns resulting from any such inspection.
- (b) The Owner shall perform a final inspection of the adjusted Owner Utilities, including conducting any tests as are necessary or appropriate, within **ten (10) business days** after completion of construction hereunder. The Owner shall accept such construction if it is consistent with the performance standards described in Paragraph 3, by giving written notice of such acceptance to the Design-Build Contractor within said **ten (10) day** period. If the Owner does not accept the construction, then the Owner shall, not later than the expiration of said **ten (10) day** period, notify the Design-Build Contractor in writing of its grounds for non-acceptance and suggestions for correcting the problem, and if the suggested corrections are justified, the Design-Build Contractor will comply. The Owner shall re-inspect any revised construction (and re-test if appropriate) and give notice of acceptance, not later than **ten (10) business days** after completion of corrective work.

The Owner's failure to inspect and/or to give any required notice of acceptance or non-acceptance within the specified time period shall be deemed acceptance.

- (c) From and after the Owner's acceptance (or deemed acceptance) of an adjusted Owner Utility, the Owner agrees to accept ownership of, and full operation and maintenance responsibility for, such Owner Utility.

13. **Design Changes.** The Design-Build Contractor will be responsible for additional Adjustment design and the Design-Build Contractor will be responsible for additional construction costs necessitated by design changes to the Facility, upon the terms specified herein.
14. **Field Modifications.** The Design-Build Contractor shall provide the Owner with documentation of any field modifications, including Utility Adjustment Field Modifications as well as minor changes described in Paragraph 16(b), occurring in the Adjustment of the Owner Utilities. The the Design-Build Contractor shall provide the Owner with “as built plans” upon completion of the work.
15. **Real Property Interests.**
  - (a) The Owner has provided, or upon execution of this Agreement shall promptly provide to the Design-Build Contractor, documentation acceptable to TxDOT indicating any right, title or interest in real property claimed by the Owner with respect to the Owner Utilities in their existing location(s). Such claims are subject to TxDOT’s approval as part of its review of the Developer and Design-Build Contractor Utility Assembly as described in Paragraph 2. Claims approved by TxDOT as to rights or interests are referred to herein as “Existing Interests”.
  - (b) If acquisition of any new easement or other interest in real property (“New Interest”) is necessary for the Adjustment of any Owner Utilities, then the Owner shall be responsible for undertaking such acquisition. The Owner shall implement each acquisition hereunder expeditiously so that related Adjustment construction can proceed in accordance with the Developer’s and the Design-Build Contractor’s Facility schedules. The Design-Build Contractor shall be responsible for its share (as specified in Paragraph 4) of the actual and reasonable acquisition costs of any such New Interest (including without limitation the Owner’s reasonable overhead charges and reasonable legal costs as well as compensation paid to the landowner), excluding any costs attributable to Betterment as described in Paragraph 15(c), and subject to the provisions of Paragraph 15(e); provided, however, that all acquisition costs shall be subject to the Design-Build Contractor’s prior written approval. Eligible acquisition costs shall be segregated from other costs on the Owner’s estimates and invoices. Any such New Interest shall have a written valuation and shall be acquired in accordance with applicable law.
  - (c) The Design-Build Contractor shall pay its share only for a replacement in kind of an Existing Interest (e.g., in width and type), unless a New Interest exceeding such standard (i) is required in order to accommodate the Facility or by compliance with applicable law, or (ii) is called for by the Design-Build Contractor in the interest of overall Facility economy. Any New Interest which is not the Design-Build Contractor’s responsibility pursuant to the preceding sentence shall be considered a Betterment to the extent that it upgrades the Existing Interest which it replaces, or in its entirety if the related Owner Utility was not installed pursuant to an Existing Interest. Betterment costs shall be solely the Owner’s responsibility.
  - (d) For each Existing Interest located within the final Facility right of way, upon completion of the related Adjustment work and its acceptance by the Owner, the Owner agrees to execute a quitclaim deed or other appropriate documentation relinquishing such Existing Interest to TxDOT, unless the affected Owner Utility

is remaining in its original location or is being reinstalled in a new location within the area subject to such Existing Interest. All quitclaim deeds or other relinquishment documents shall be subject to TxDOT's approval as part of its review of the Utility Assembly as described in Paragraph 2. For each such Existing Interest relinquished by the Owner, the Design-Build Contractor shall do one of the following to compensate the Owner for such Existing Interest, as appropriate:

(i) If the Owner acquires a New Interest for the affected Owner Utility, the Design-Build Contractor shall reimburse the Owner for the Design-Build Contractor's share of the Owner's actual and reasonable acquisition costs in accordance with Paragraph 15(b), subject to Paragraph 15(c); or

(ii) If the Owner does not acquire a New Interest for the affected Owner Utility, the Design-Build Contractor shall compensate the Owner for the Design-Build Contractor's share of the fair market value of such relinquished Existing Interest, as mutually agreed between the Owner and the Design-Build Contractor and supported by a written valuation.

The compensation provided to the Owner pursuant to either subparagraph (i) or subparagraph (ii) above shall constitute complete compensation to the Owner for the relinquished Existing Interest and any New Interest, and no further compensation shall be due to the Owner from the Developer, the Design-Build Contractor or TxDOT on account of such Existing Interest.

(e) The Owner shall execute a Utility Joint Use Acknowledgment (ROW-U-JUAA) for each Adjustment where required pursuant to TxDOT policies. All Utility Joint Use Acknowledgments shall be subject to TxDOT approval as part of its review of the Utility Assembly as described in Paragraph 2.

16. **Amendments and Modifications.** This Agreement may be amended or modified only by a written instrument executed by the parties hereto, in accordance with Paragraph 16(a) or Paragraph 16(b) below.

(a) Except as otherwise provided in Paragraph 16(b), any amendment or modification to this Agreement or the Plans attached hereto shall be implemented by a Utility Adjustment Agreement Amendment ("UAAA") in the form of Exhibit B hereto (TxDOT-CDA-U-35A-DM). The UAAA form can be used for a new scope of work with concurrence of the Developer, the Design-Build Contractor and TxDOT as long as the Design and Construction responsibilities have not changed. Each UAAA is subject to the review and approval of TxDOT, prior to its becoming effective for any purpose and prior to any work being initiated thereunder. The Owner agrees to keep and track costs for each UAAA separately from other work being performed.

(b) For purposes of this Paragraph 16(b), "Utility Adjustment Field Modification" shall mean any horizontal or vertical design change from the Plans included in a Utility Assembly previously approved by TxDOT, due either to design of the Facility or to conditions not accurately reflected in the approved Utility Assembly (e.g., shifting the alignment of an 8 in. water line to miss a modified or new roadway drainage structure). A Utility Adjustment Field Modification agreed upon by the Developer, the Design-Build Contractor and the Owner does

not require a UAAA, provided that the modified Plans have been submitted to TxDOT for its review and comment. A minor change (e.g., an additional water valve, an added utility marker at a ROW line, a change in vertical bend, etc.) will not be considered a Utility Adjustment Field Modification and will not require a UAAA, but shall be shown in the documentation required pursuant to Paragraph 14.

17. **Relationship of the Parties.**

- (a) Although some of the duties described in this Agreement are assigned specifically to either the Developer or the Design-Build Contractor, the obligation under this Agreement to design and construct the Facility at the Developer's or Design-Build Contractor's expense, including the Adjustment, is jointly shared by the Developer and the Design-Build Contractor. To the extent Design-Build Contractor fails to perform an express duty or obligation of this Agreement, the Developer is authorized and obligated to provide such performance. Nothing in this Paragraph 17(a) however, alters or shall be construed in any way to alter the obligations, responsibilities, benefits, rights, remedies, and claims between Developer and the Design-Build Contractor under the Design-Build Contract to perform and pay for the Adjustment.
- (b) Except as provided in Paragraph 17(a) above, this Agreement does not in any way, and shall not be construed to, create a principal/agent or joint venture relationship between the Owner and the other parties hereto and under no circumstances shall the Owner, the Design-Build Contractor or the Developer be considered as or represent itself to be an agent of another.
- (c) Neither this Agreement nor the Design-Build Contract alters, or shall be construed in any way to alter the obligations, responsibilities, benefits, rights, remedies, and claims between the Developer and TxDOT under the CDA to design and construct the Facility, including the Adjustment.

18. **Entire Agreement.** This Agreement embodies the entire agreement between the parties and there are no oral or written agreements between the parties or any representations made which are not expressly set forth herein.

19. **Assignment; Binding Effect; TxDOT as Third Party Beneficiary.** None of the Owner, the Developer or the Design-Build Contractor may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties and of TxDOT, which consent may not be unreasonably withheld or delayed; provided, however, that the Developer and the Design-Builder may assign any of their rights and/or delegate any of their duties to TxDOT or to any other entity engaged by TxDOT to fulfill the Developer's obligations under the CDA, at any time without the prior consent of the Owner.

This Agreement shall bind the Owner, the Developer, the Design-Build Contractor and their successors and permitted assigns, and nothing in this Agreement nor in any approval subsequently provided by any party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, any contractor or other party retained for the Adjustment work or the public in general; provided, however, that the Owner, the Developer and the Design-Build Contractor agree that although TxDOT is not a party to this Agreement, TxDOT is intended to be a third-party beneficiary to this Agreement.

20. **Breach by the Parties.**

- (a) If the Owner claims that the Developer or the Design-Build Contractor (the "Defaulting Party") has breached any of its obligations under this Agreement, the Owner will notify the Developer, the Design-Build Contractor and TxDOT in writing of such breach, and the Defaulting Party shall have 30 days following receipt of such notice in which to cure such breach, before the Owner may invoke any remedies which may be available to it as a result of such breach; provided, however, that both during and after such period TxDOT shall have the right, but not the obligation, to cure any breach by the Defaulting Party. Without limiting the generality of the foregoing, (a) TxDOT shall have no liability to the Owner for any act or omission committed by the Defaulting Party in connection with this Agreement, including without limitation any reimbursement owed to the Owner hereunder and any claimed defect in any design or construction work supplied by the Developer, the Design-Build Contractor or by its contractors, and (b) in no event shall TxDOT be responsible for any repairs or maintenance to the Owner Utilities Adjusted pursuant to this Agreement.
- (b) If the Developer or the Design-Build Contractor claims that the Owner has breached any of its obligations under this Agreement, the Developer or the Design-Build Contractor will notify the Owner and TxDOT in writing of such breach, and the Owner shall have 30 days following receipt of such notice in which to cure such breach, or commence the cure of such breach if same is reasonably expected to take longer than 30 days, before the Developer or the Design-Build Contractor may invoke any remedies which may be available to it as a result of such breach.

21. **Traffic Control.** The Design-Build Contractor shall provide traffic control or shall reimburse the Owner for the Design-Build Contractor's share (if any, as specified in Paragraph 4) of the costs for traffic control made necessary by the Adjustment work performed by either the Design-Build Contractor or the Owner pursuant to this Agreement, in compliance with the requirements of the Texas Manual on Uniform Traffic Control Devices. Betterment percentages calculated in Paragraph 9 shall also apply to traffic control costs.

22. **Notices.** Except as otherwise expressly provided in this Agreement, all notices or communications pursuant to this Agreement shall be sent or delivered to the following:

The Owner:

Phone:  
Fax:

The Developer:

NTE Mobility Partners, LLC  
9001 Airport Freeway, Suite 600  
North Richland Hills, Tx 76180  
Phone: 817-710-0500  
Fax: 817-710-0509

The Design-Build Contractor:

Bluebonnet Contractors, LLC  
6851 N. E. Loop 820 Suite 102  
North Richland Hills, Tx 76180

Phone: 817-510-3557  
Fax: 817-510-3691

A party sending a notice of default of this Agreement to another party shall also send a copy of such notice to TxDOT and the CDA Utility Manager at the following addresses:

TxDOT: TxDOT Department of Transportation  
Attention: TTA Right of Way  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701-2483  
Phone: (512) 936-0980

CDA Utility Manager: PBSJ  
Attention: Michael Crain  
North Texas CDA Project Office  
3301 W. Airport Freeway  
Bedford, Texas 76021  
Phone: (817) 508-7602

Any notice or demand required herein shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, or (c) by reliable messenger or overnight courier to the appropriate address set forth above. Any notice served personally shall be deemed delivered upon receipt, and any notice served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Any party may from time to time designate any other address for this purpose by written notice to all other parties; TxDOT may designate another address by written notice to all parties.

23. **Approvals.** Any acceptance, approval, or any other like action (collectively "Approval") required or permitted to be given by either the Developer, the Design-Build Contractor, the Owner or TxDOT pursuant to this Agreement:

- (a) Must be in writing to be effective (except if deemed granted pursuant hereto),
- (b) Shall not be unreasonably withheld or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reason for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval, and
- (c) Except for approvals by TxDOT, and except as may be specifically provided otherwise in this Agreement, shall be deemed granted if no response is provided to the party requesting an Approval within the time period prescribed by this Agreement (or if no time period is prescribed, then fourteen (14) calendar days), commencing upon actual receipt by the party from which an Approval is requested or required, of a request for Approval from the requesting party. All requests for Approval shall be sent out by the requesting party to the other party in accordance with Paragraph 22.

24. **Time.**
- (a) Time is of the essence in the performance of this Agreement.
  - (b) All references to “days” herein shall be construed to refer to calendar days, unless otherwise stated.
  - (c) No party shall be liable to another party for any delay in performance under this Agreement from any cause beyond its control and without its fault or negligence (“Force Majeure”), such as acts of God, acts of civil or military authority, fire, earthquake, strike, unusually severe weather, floods or power blackouts.
25. **Continuing Performance.** In the event of a dispute, the Owner, the Developer and the Design-Build Contractor agree to continue their respective performance hereunder to the extent feasible in light of the dispute, including paying billings, and such continuation of efforts and payment of billings shall not be construed as a waiver of any legal right.
26. **Equitable Relief.** The Developer, the Design-Build Contractor and the Owner acknowledge and agree that delays in Adjustment of the Owner Utilities will impact the public convenience, safety and welfare, and that (without limiting the parties’ remedies hereunder) monetary damages would be inadequate to compensate for delays in the construction of the Facility. Consequently, the parties hereto (and TxDOT as well, as a third party beneficiary) shall be entitled to specific performance or other equitable relief in the event of any breach of this Agreement which threatens to delay construction of the Facility; provided, however, that the fact that specific performance or other equitable relief may be granted shall not prejudice any claims for payment or otherwise related to performance of the Adjustment work hereunder. Nothing contained in this Agreement shall be construed as a waiver of the Owner’s governmental immunity except to the extent expressly provided or necessarily implied herein.
27. **Authority.** The Owner, the Developer and the Design-Build Contractor each represents and warrants to the other parties that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a party warrants that he or she is duly authorized to enter into this Agreement on behalf of such party and to bind it to the terms hereof.
28. **Cooperation.** The parties acknowledge that the timely completion of the Facility will be influenced by the ability of the Owner (and its contractors), the Developer and the Design-Build Contractor to coordinate their activities, communicate with each other, and respond promptly to reasonable requests. Subject to the terms and conditions of this Agreement, the Owner, the Developer and the Design-Builder agree to take all steps reasonably required to coordinate their respective duties hereunder in a manner consistent with the Developer’s and the Design-Build Contractor’s current and future construction schedules for the Facility.
29. **Termination.** If the Facility is canceled or modified so as to eliminate the necessity of the Adjustment work described herein, then the Developer shall notify the Owner and Design-Build Contractor in writing and the Developer reserves the right to thereupon terminate this Agreement. Upon such termination, the parties shall negotiate in good faith an amendment that shall provide mutually acceptable terms and conditions for handling the respective rights and liabilities of the parties relating to such termination.

30. **Nondiscrimination.** Each party hereto agrees, with respect to the work performed by such party pursuant to this Agreement, that such party shall not discriminate on the grounds of race, color, sex, national origin or disability in the selection and/or retention of contractors and consultants, including procurement of materials and leases of equipment.
31. **Applicable Law, Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Texas, without regard to the conflict of laws principles thereof. Venue for any action brought to enforce this Agreement or relating to the relationship between any of the parties shall be the District Court of Travis County, Texas or the United States District Court for the Western District of Texas (Austin).
32. **Waiver of Consequential Damages.** No party hereto shall be liable to any other party to this Agreement, whether in contract, tort, equity, or otherwise (including negligence, warranty, indemnity, strict liability, or otherwise,) for any punitive, exemplary, special, indirect, incidental, or consequential damages, including, without limitation, loss of profits or revenues, loss of use, claims of customers, or loss of business opportunity.
33. **Captions.** The captions and headings of the various paragraphs of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the content of their respective paragraphs.
34. **Counterparts.** This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one and the same instrument.
35. **Effective Date.** Except for the provisions of Paragraph 2(a) (which shall become effective immediately upon execution of this Agreement by the Owner, the Developer and the Design-Build Contractor without regard to TxDOT's signature), this Agreement shall become effective upon the later of (a) the date of signing by the last party (either the Owner, the Developer or the Design-Build Contractor) signing this Agreement, and (b) the date of TxDOT's approval as indicated by the signature of TxDOT's representative, below.

**APPROVED BY:  
TEXAS DEPARTMENT OF  
TRANSPORTATION**

**OWNER**

\_\_\_\_\_  
[Print Owner Name]

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

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

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

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

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

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

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

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

**DESIGN-BUILD CONTRACTOR**

**DEVELOPER**

Bluebonnet Contractors, LLC

NTE Mobility Partners LLC

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

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

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

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

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

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

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

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

County: Tarrant  
ROW CSJ No.: 0364-01-119  
0364-05-038  
Const. CSJ No.: 0364-01-054  
0364-05-025  
Highway: NTE (SH183/SH121)  
Limits: from 820/SH183  
Interchange to  
SH183/SH121  
Interchange

## **EXHIBIT A**

### **PLANS, SPECIFICATIONS, COST ESTIMATES AND ALLOCATION**

County: Tarrant  
ROW CSJ No.: 0364-01-119  
0364-05-038  
Const. CSJ No.: 0364-01-054  
0364-05-025  
Highway: NTE (SH183/SH121)  
Limits: from 820/SH183  
Interchange to  
SH183/SH121  
Interchange

**EXHIBIT B**

**UTILITY ADJUSTMENT AGREEMENT AMENDMENT  
(TxDOT-CDA-U-35A-DM)**



# Council Agenda Background

---

## PRESENTER:

John F. Kubala, P.E., Public Works Director  
Bill Cooper, Deputy Director of IS

## ITEM:

Consider a resolution authorizing the City Manager to enter into Change Order #1 with Paradigm Traffic Systems, Inc. in the amount of \$65,862 for the Advanced Traffic Management System Equipment.

## DISCUSSION:

On January 14, 2010, Staff was notified by the Comptroller of Public Accounts (Comptroller) Office that the City of Bedford has been awarded a grant for Traffic Signal Synchronization or Replacement, under the American Recovery & Reinvestment Act of 2009 (ARRA) through the State Energy Conservation Office (SECO). This grant project is intended to further improve the traffic signal system by developing coordinated signal timing plans, improving infrastructure, and a creation of a Traffic Management Center to continually improve circulation within the City. This equipment is needed in order to provide for the high speed communications over the City's network needed to backup the Traffic Signal Synchronization equipment currently being installed by Motorola, Paradigm and Durable Specialties. This equipment increases the City's network to one gigabyte. This will increase the total Paradigm Contract to \$837,457.

We have asked SECO to add to the ARRA grant the cost for a School Zone Warning System Communications and Control Upgrade. There is funding available in the grant for the additional \$35,000 for the system. The proposal would upgrade each school zone time clock to two-way radio communications back to central control software at the Traffic Control Center in the Public Works Service Center. Currently the system is controlled by a pager that can only start or stop the flasher. If something malfunctions with the flasher, we have no way of knowing until it is reported to us. This system would have an error notification light to advise us if problems with the flasher occur. \$28,000 would come from the ARRA Grant and \$7,000 would be the City of Bedford match.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into Change Order #1 with Paradigm Traffic Systems, Inc. in the amount of \$65,862 for the Advanced Traffic Management System Equipment.

## FISCAL IMPACT:

Funding of \$65,862 for this contract will come from the ARRA Grant and the City of Bedford Match.

## ATTACHMENTS:

Resolution  
Change Order #1  
Summary of Estimated Project Costs  
Motorola Network  
Bedford Network

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO CHANGE ORDER #1 WITH PARADIGM TRAFFIC SYSTEMS, INC. IN THE AMOUNT OF \$65,862 FOR THE ADVANCED TRAFFIC MANAGEMENT SYSTEM EQUIPMENT.

WHEREAS, the City of Bedford has been awarded a grant for Traffic Signal Synchronization or Replacement, under the American Recovery & Reinvestment Act of 2009 (ARRA) through the State Energy Conservation Office (SECO): and,

WHEREAS, the City Council of Bedford, Texas determines the necessity for proceeding with these improvements.

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into Change Order #1 with Paradigm Traffic Systems, Inc. in the amount of \$65,862 for the Advanced Traffic Management System Equipment.

SECTION 2. That funding of \$65,862 for this contract will come from the American Recovery & Reinvestment Act of 2009 (ARRA) Grant and the City of Bedford match.

PASSED AND APPROVED this 22nd day of February 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
Jim Story, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**PARADIGM**  
TRAFFIC SYSTEMS, INC.

**CHANGE ORDER #1**

TO: City of Bedford  
2000 Forest Ridge Dr. Bldg A  
Bedford, TX 76021  
attn: Bill Cooper  
ph:  
fax:

RFQ: Bill Cooper

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
1/28/11	PM	30 Day	Prepay	Bestway	Destination	Net 30 Days	Q11406JP
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	14	RA-AMX-400/POE/ACUS, Power Over Ethernet, PS				\$79.00	\$1,106.00
2	14	RA-AMX400ODUF58C, Airmux 400 ODU Integrated antenna, 100 Mbps throughput				\$3,019.00	\$42,266.00
3	2	DE-DGS-3627, D Link xStack DGS-3627 Switch 24 port				\$2,999.00	\$5,998.00
4	9	DE-DGS-3100-48, D Link DGS-3100-48 Switch 48 port				\$1,468.00	\$13,212.00
5	10	DE-DPS-500, D-Link Redundant Power Supply, 500 W				\$295.00	\$2,950.00
6	3	DE-DPS-800, D-Link Open RPS Rack				\$110.00	\$330.00
						TOTAL	\$65,862.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me. This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY:

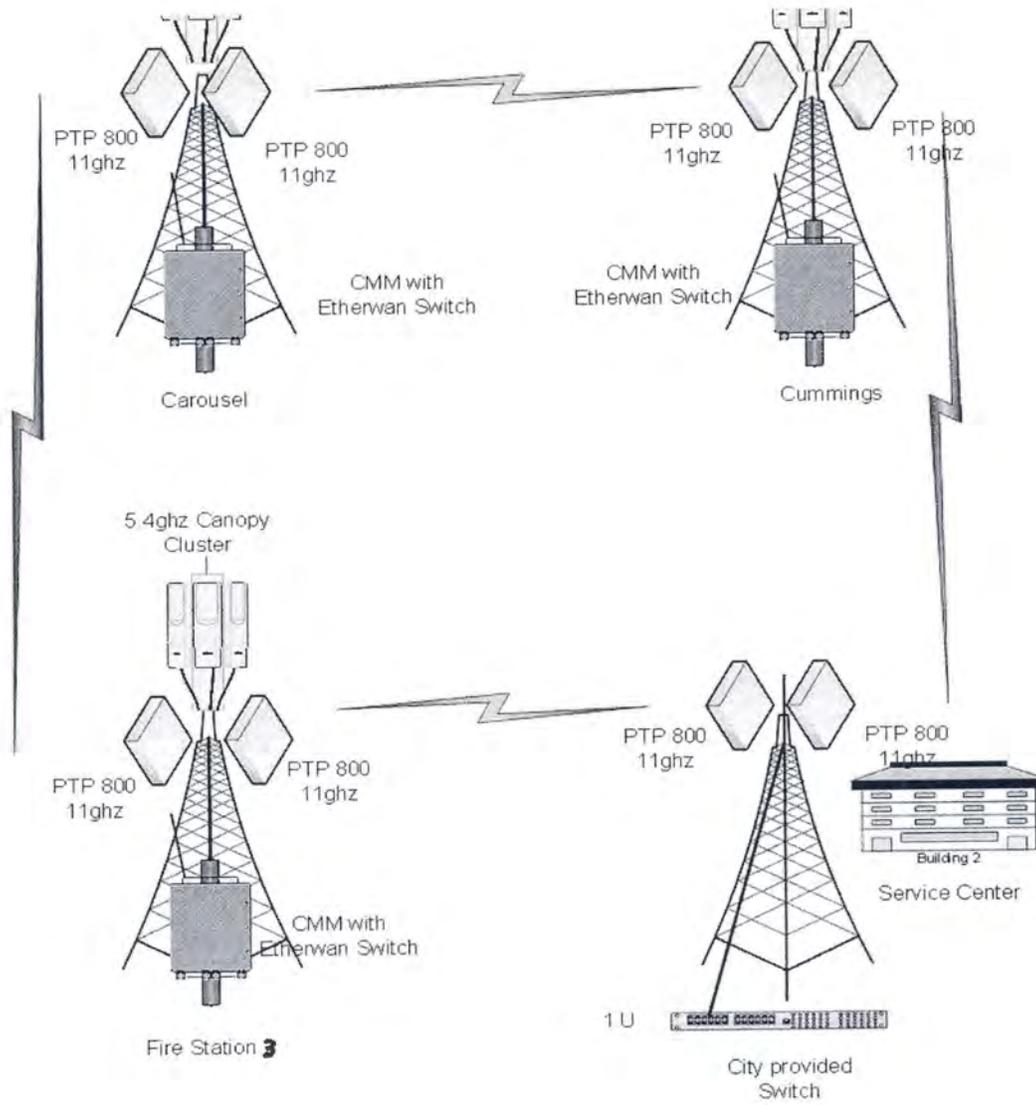
\_\_\_\_\_  
Jerry Priester  
Paradigm Traffic Systems, Inc.  
Federal ID# 75-2520341

**City of Bedford Traffic Signal System Summary of Estimated Costs and Funding**

Item	Contractor/Consultant	Cost
Grant coordination	Kimley-Horn and Associates, Inc.	\$250,000
Design of traffic signal system upgrade		
Signal timing optimization		
Plan, design and construct City-wide communication system to connect 24 signalized intersections to a traffic management center	Motorola/Scientel	\$443,988
Service Center Tower Construction and Water Tower Installation Inspection		\$46,717
Procurement of signal system equipment	Paradigm	\$771,596
High Speed Communications Backup		\$65,862
Traffic Management Hardware	City of Bedford	\$92,921
Installation Contractor	Durable Specialties	\$415,900
<b>Sub-Total</b>		<b>\$2,086,984</b>
<b>5% Contingency</b>		<b>\$104,349</b>
<b>Total Estimated Cost</b>		<b>\$2,191,333</b>

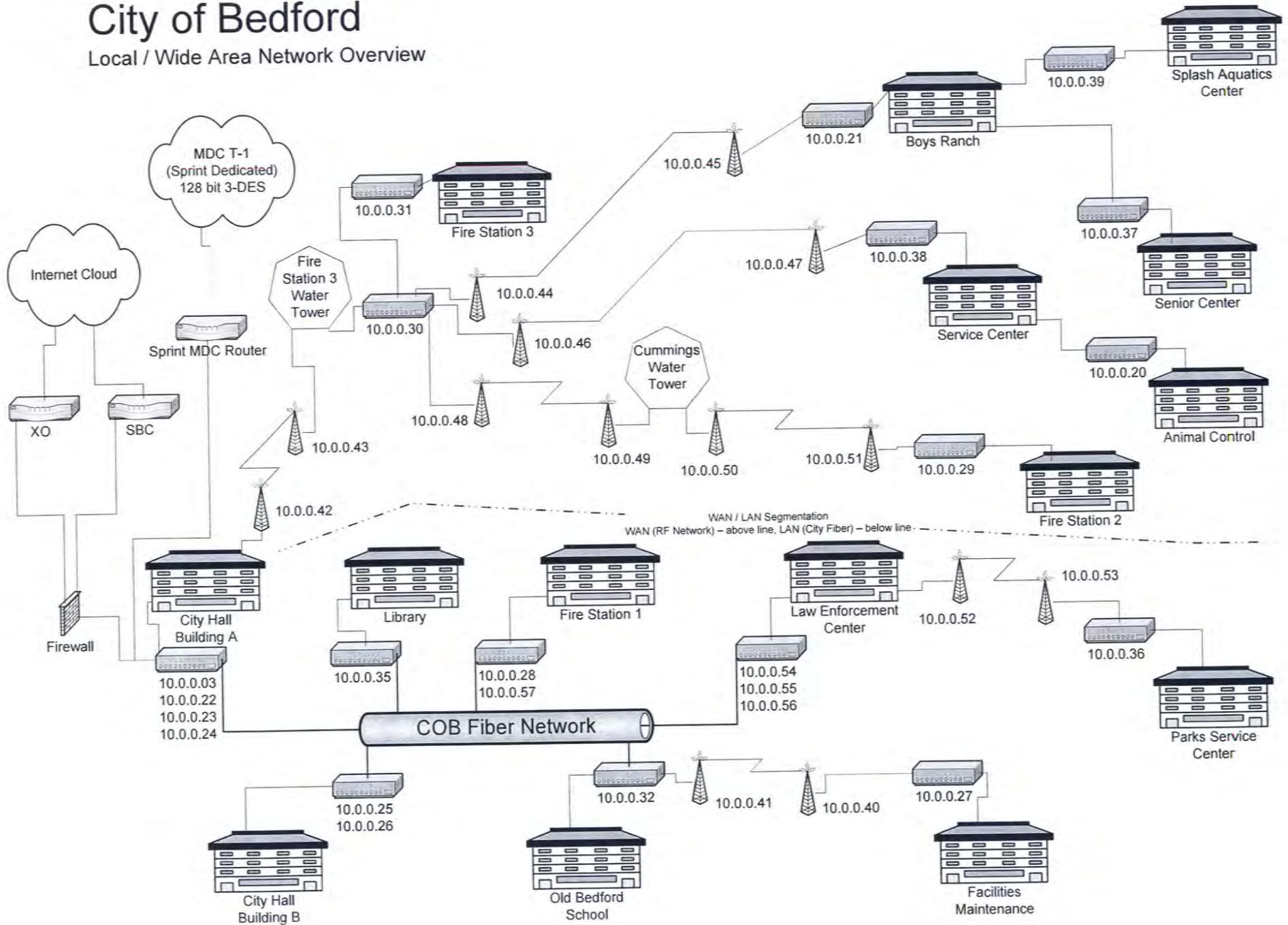
Grant Funding at 80%	\$1,753,067
City Matching Funding at 20%	\$438,267
<b>Total Funding</b>	<b>\$2,191,333</b>

Maximum Grant Funding	\$1,856,000
Existing City Traffic Bonds	\$300,000
City Proposed General Obligation Bonds	\$250,000
<b>Total Maximum Funding</b>	<b>\$2,406,000</b>



# City of Bedford

## Local / Wide Area Network Overview





# Council Agenda Background

---

## PRESENTER:

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

## ITEM:

Consider a resolution authorizing the City Manager to enter into a Purchase Order with Tex Op Construction, LP for the milling of Shady Brook Drive from Bedford Road to just past Shady Lake Drive, Shady Brook Drive turnout and Shady Wood Drive from Shady Brook Drive to S.H. 183 Frontage Road in the amount of \$24,140.

## DISCUSSION:

The City has entered into an agreement with Tarrant County for the Hot Mix Asphaltic Concrete (HMAC) Overlay of Shady Brook Drive from Bedford Road to just past Shady Lake Drive, Shady Brook Drive turnout and Shady Wood Drive from Shady Brook Drive to S.H. 183 Frontage Road. The County agreed to provide the labor and equipment necessary for the work on the proposed project, which will begin March 1, 2011. The City agreed to provide for the rest of the work necessary to complete the project. One of the items that must be done, prior to the County beginning work, is the asphalt milling of the pavement. We are utilizing the existing Interlocal Agreement between the City of Bedford and the City of Euless to secure the milling contract. The Tex Op Construction, LP contract with the City of Euless provides for milling at the unit cost of \$1.25 per square yard. This is cheaper than the Tarrant County price of \$1.35 per square yard. The funds were included as a part of the Street Improvement Economic Development Corporation (SIEDC) FY 10-11 budget.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Purchase Order with Tex Op Construction, LP for the milling of Shady Brook Drive from Bedford Road to just past Shady Lake Drive, Shady Brook Drive turnout and Shady Wood Drive from Shady Brook Drive to S.H. 183 Frontage Road in the amount of \$24,140.

## FISCAL IMPACT:

Funding of \$24,140 will be paid out of the Street Improvement Economic Development Corporation budget.

## ATTACHMENTS:

Resolution

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE ORDER WITH TEX OP CONSTRUCTION, LP FOR THE MILLING OF SHADY BROOK DRIVE FROM BEDFORD ROAD TO JUST PAST SHADY LAKE DRIVE, SHADY BROOK DRIVE TURNOUT AND SHADY WOOD DRIVE FROM SHADY BROOK DRIVE TO S.H. 183 FRONTAGE ROAD IN THE AMOUNT OF \$24,140.

WHEREAS, the City Council of Bedford, Texas determines the necessity for these street maintenance improvements; and,

WHEREAS, the City Council of Bedford, Texas has entered into an Interlocal Agreement with the City of Euless for the purchase of selected goods and products.

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into a Purchase Order with Tex Op Construction, LP for the Milling of Shady Brook Drive from Bedford Road to just past Shady Lake Drive, Shady Brook Drive turnout and Shady Wood Drive from Shady Brook Drive to S.H. 183 Frontage Road in the amount of \$24,140.

SECTION 2. That the funding in the amount of \$24,140 shall come from the Street Improvement Economic Development Corporation budget.

PASSED AND APPROVED this 22nd day of February 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
Jim Story, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



# Council Agenda Background

---

## PRESENTER:

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

## ITEM:

Consider a resolution authorizing the City Manager to sign a sanitary control easement for Tract B, Block 9, of the Bedford Heights Addition.

## DISCUSSION:

The purpose of this easement is to protect the water supply of the future Simpson Terrace Well by means of a sanitary control easement. The construction and operation of underground petroleum and chemical storage tanks and liquid transmission pipelines, stock pens, feedlots, dump grounds, privies, cesspools, septic tank or sewage treatment drain fields, improperly constructed water wells of any depth, and all other construction or operation that could create an unsanitary condition within, upon, or across the property subject to this easement are prohibited within this easement. For the purpose of the easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.

The construction of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, and cemeteries is specifically prohibited within a 50-foot radius of the Simpson Terrace Well. This easement permits the construction of homes or buildings upon the Grantor's property as long as all items in the above restrictions are recognized and followed. This easement permits normal farming and ranching operations, except that livestock shall not be allowed within 50 feet of the water well.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to sign a sanitary control easement for Tract B, Block 9, of the Bedford Heights Addition.

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Resolution  
Sanitary Control Easement  
Location Map

RESOLUTION NO. 11-

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A SANITARY CONTROL EASEMENT FOR TRACT B, BLOCK 9 OF THE BEDFORD HEIGHTS ADDITION.**

**WHEREAS, the Texas Commission for Environmental Quality determines the necessity for requiring sanitary control easements for public water supply wells; and,**

**WHEREAS, the City of Bedford owns and operates water supply facilities within the City, including the Simpson Terrace water well and related facilities, which provide potable water to the residents of the City; and,**

**WHEREAS, because maintenance of sanitary conditions around such well is vital to the protection of the well and to the protection of the health and safety of the residents of the City, the City Council deems it necessary and proper to establish rules and regulations governing the control of sanitary conditions around the well.**

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

**SECTION 1. That the City Council does hereby authorize the City Manger to sign a sanitary control easement for Tract B, Block 9 of the Bedford Heights Addition.**

**PASSED AND APPROVED this 22nd day of February 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.**

\_\_\_\_\_  
**Jim Story, Mayor**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## SANITARY CONTROL EASEMENT

DATE: January 19, 2011

GRANTOR: City of Bedford, Texas

GRANTOR'S ADDRESS: 2000 Forest Ridge Drive, Bedford, Texas 76021

GRANTEE: City of Bedford, Texas

GRANTEE'S ADDRESS: 2000 Forest Ridge Drive, Bedford, Texas 76021

### SANITARY CONTROL EASEMENT:

#### Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction and operation of underground petroleum and chemical storage tanks and liquid transmission pipelines, stock pens, feedlots, dump grounds, privies, cesspools, septic tank or sewage treatment drain fields, improperly constructed water wells of any depth, and all other construction or operation that could create an insanitary condition within, upon, or across the property subject to this easement are prohibited within this easement. For the purpose of the easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
3. The construction of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, and cemeteries is specifically prohibited within a 50-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.
5. This easement permits normal farming and ranching operations, except that livestock shall not be allowed within 50 feet of the water well. The Grantor's property subject to this Easement is described in the documents recorded at:

Volume 388-68, Page 48 of the Plat Records of Tarrant County, Texas.

#### Property Subject to Easement:

All of Tract B , Block 9, of Bedford Heights, an addition to the City of Bedford, Texas, as recorded in Volume 388-68, Page 48 of the Plat Records, Tarrant County, Texas.

TERM: This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor for a period of two (2) years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT: Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION: Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR: City of Bedford, Texas

By: \_\_\_\_\_  
Beverly Queen Griffith, City Manager

ACKNOWLEDGMENT:

STATE OF TEXAS           §

COUNTY OF TARRANT   §

BEFORE ME, the undersigned authority, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Notary Public in and for THE STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Name of Notary (Typed or Printed)

Recorded in Tarrant County, Texas Courthouse on \_\_\_\_\_, 20\_\_\_\_



Berwick Lane

Simpson Terrace

Cummings Drive

1000 Simpson Terrace

150 ft

50 ft

- 1. Proposed Hydropneumatic Pressure Tank
- 2. Proposed Booster Pump Station
- 3. Proposed Standby Generator
- 4. Proposed Transformer



# Council Agenda Background

---

## PRESENTER:

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

## ITEM:

Consider a resolution authorizing the City Manager to sign a sanitary control easement for Lot 2 and Lot 6R2, Block 3, of the Kelmont Park Addition.

## DISCUSSION:

The purpose of this easement is to protect the water supply of the Stonegate Well by means of a sanitary control easement. The construction and operation of underground petroleum and chemical storage tanks and liquid transmission pipelines, stock pens, feedlots, dump grounds, privies, cesspools, septic tank or sewage treatment drain fields, improperly constructed water wells of any depth, and all other construction or operation that could create an unsanitary condition within, upon, or across the property subject to this easement are prohibited within this easement. For the purpose of the easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.

The construction of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, and cemeteries is specifically prohibited within a 50-foot radius of the Stonegate Well. This easement permits the construction of homes or buildings upon the Grantor's property as long as all items in the above restrictions are recognized and followed. This easement permits normal farming and ranching operations, except that livestock shall not be allowed within 50 feet of the water well.

## RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to sign a sanitary control easement for Lot 2 and Lot 6R2, Block 3, of the Kelmont Park Addition.

## FISCAL IMPACT:

N/A

## ATTACHMENTS:

Resolution  
Sanitary Control Easements  
Location Map

RESOLUTION NO. 11-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A SANITARY CONTROL EASEMENT FOR LOT 2 AND LOT 6R2, BLOCK, 3, OF THE KELMONT PARK ADDITION.

WHEREAS, the Texas Commission for Environmental Quality determines the necessity for requiring sanitary control easements for public water supply wells; and,

WHEREAS, the City of Bedford owns and operates water supply facilities within the City, including the Stonegate water well and related facilities, which provide potable water to the residents of the City; and,

WHEREAS, because maintenance of sanitary conditions around such well is vital to the protection of the well and to the protection of the health and safety of the residents of the City, the City Council deems it necessary and proper to establish rules and regulations governing the control of sanitary conditions around the well.

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

SECTION 1. That the City Council does hereby authorize the City Manger to sign a sanitary control easement for Lot 2 and Lot 6R2, Block 3, of the Kelmont Park Addition.

PASSED AND APPROVED this 22nd day of February 2011, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
Jim Story, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

## SANITARY CONTROL EASEMENT

DATE: January 19, 2011

GRANTOR: City of Bedford, Texas

GRANTOR'S ADDRESS: 2000 Forest Ridge Drive, Bedford, Texas 76021

GRANTEE: City of Bedford, Texas

GRANTEE'S ADDRESS: 2000 Forest Ridge Drive, Bedford, Texas 76021

### SANITARY CONTROL EASEMENT:

#### Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction and operation of underground petroleum and chemical storage tanks and liquid transmission pipelines, stock pens, feedlots, dump grounds, privies, cesspools, septic tank or sewage treatment drain fields, improperly constructed water wells of any depth, and all other construction or operation that could create an insanitary condition within, upon, or across the property subject to this easement are prohibited within this easement. For the purpose of the easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
3. The construction of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, and cemeteries is specifically prohibited within a 50-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.
5. This easement permits normal farming and ranching operations, except that livestock shall not be allowed within 50 feet of the water well. The Grantor's property subject to this Easement is described in the documents recorded at:

Volume 388-T, Page 13 of the Plat Records of Tarrant County, Texas.

#### Property Subject to Easement:

All of Lot 2, Block 3, of Kelmont Park Addition, an addition to the City of Bedford, Texas, as recorded in Volume 388-T, Page 13 of the Plat Records, Tarrant County, Texas.

TERM: This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor for a period of two (2) years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT: Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION: Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR: City of Bedford, Texas

By: \_\_\_\_\_  
Beverly Queen Griffith, City Manager

ACKNOWLEDGMENT:

STATE OF TEXAS           §

COUNTY OF TARRANT   §

BEFORE ME, the undersigned authority, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Notary Public in and for THE STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Name of Notary (Typed or Printed)

Recorded in Tarrant County, Texas Courthouse on \_\_\_\_\_, 20\_\_\_\_

## SANITARY CONTROL EASEMENT

DATE: January 19, 2011

GRANTOR: City of Bedford, Texas

GRANTOR'S ADDRESS: 2000 Forest Ridge Drive, Bedford, Texas 76021

GRANTEE: City of Bedford, Texas

GRANTEE'S ADDRESS: 2000 Forest Ridge Drive, Bedford, Texas 76021

### SANITARY CONTROL EASEMENT:

#### Purpose, Restrictions, and Uses of Easement:

1. The purpose of this easement is to protect the water supply of the well described and located below by means of sanitary control.
2. The construction and operation of underground petroleum and chemical storage tanks and liquid transmission pipelines, stock pens, feedlots, dump grounds, privies, cesspools, septic tank or sewage treatment drain fields, improperly constructed water wells of any depth, and all other construction or operation that could create an insanitary condition within, upon, or across the property subject to this easement are prohibited within this easement. For the purpose of the easement, improperly constructed water wells are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
3. The construction of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, and cemeteries is specifically prohibited within a 50-foot radius of the water well described and located below.
4. This easement permits the construction of homes or buildings upon the Grantor's property as long as all items in Restrictions Nos. 2 and 3 are recognized and followed.
5. This easement permits normal farming and ranching operations, except that livestock shall not be allowed within 50 feet of the water well. The Grantor's property subject to this Easement is described in the documents recorded at:

Volume 388-58, Page 778 of the Plat Records of Tarrant County, Texas.

#### Property Subject to Easement:

All of Lot 6R2, Block 3, of Kelmont Park Addition, an addition to the City of Bedford, Texas, as recorded in Volume 388-58, Page 778 of the Plat Records, Tarrant County, Texas.

TERM: This easement shall run with the land and shall be binding on all parties and persons claiming under the Grantor for a period of two (2) years from the date that this easement is recorded; after which time, this easement shall be automatically extended until the use of the subject water well as a source of water for public water systems ceases.

ENFORCEMENT: Enforcement of this easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions in this easement, either to restrain the violation or to recover damages.

INVALIDATION: Invalidation of any one of these restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of this easement, which shall remain in full force and effect.

FOR AND IN CONSIDERATION, of the sum of One Dollar (\$1.00) and for other good and valuable consideration paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee and to its successors and assigns the sanitary control easement described in this easement.

GRANTOR: City of Bedford, Texas

By: \_\_\_\_\_  
Beverly Queen Griffith, City Manager

ACKNOWLEDGMENT:

STATE OF TEXAS           §

COUNTY OF TARRANT   §

BEFORE ME, the undersigned authority, on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Notary Public in and for THE STATE OF TEXAS

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Name of Notary (Typed or Printed)

Recorded in Tarrant County, Texas Courthouse on \_\_\_\_\_, 20\_\_\_\_

1126 Bedford Road

Bedford Road

LOT 2

50 FT

150 FT

LOT 6R2

