

AMENDED AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, January 10, 2012
2000 Forest Ridge Drive
Bedford, Texas 76021**

**Council Chambers Work Session 5:00 p.m.
Council Chambers Regular Session 6:30 p.m.**

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

CALL TO ORDER

WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Presentation by Kimley-Horn and Associates regarding the design of Phase I of the Boys Ranch Park Master Plan.
- Presentation by Kimley-Horn and Associates regarding the Central Bedford Redevelopment and Cultural District Plan contract. (Amended Item)
- Staff report regarding soliciting bids for Meter Reading Services.

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 – Sulpher Branch & SB-1.
- c) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – 2445 Central Drive, Bedford; 3200 Brown Trail, Bedford; 3601 W. Pipeline Road, Euless; & mineral rights for all City properties.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Interim Pastor Jared Bryant, Harwood Terrace Baptist Church)

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

APPROVAL OF THE MINUTES

1. Consider approval of the following City Council minutes:
 - a) December 13, 2011 regular meeting

NEW BUSINESS

2. Public hearing and consider an ordinance amending the City of Bedford Zoning Ordinance, Section 5.11.D – Commercial Antennas In Residential Districts, Section 5.11.E – Commercial or Industrial Zoned Districts, and Section 5.11.J – Special Exception. (A-028)
3. Consider a resolution approving the site plan for a Wells Fargo Bank located at the property known as Lot 1, Block 1, Harvey Plaza No. 1 Addition. (S-053)
4. Consider a resolution authorizing the City Manager to expend funds for an annual payment in the amount of \$38,243 for the renewal of the extended maintenance and technical support agreement with Innovative Interfaces, Inc.
5. Consider a resolution authorizing the City Manager to amend the Comptroller of Public Accounts Grant Agreement for the Distributed Renewable Energy Technology Program.
6. Consider a resolution authorizing the City Manager to amend the professional services agreement with Kimley-Horn and Associates, Inc., to add the amount of \$243,000, for the design of Phase I of the Boys Ranch Park Master Plan.
7. Consider a resolution authorizing the City Manager to execute an all cash contract of sale with Jeffrey Carl Dane for the purchase of fee simple property rights in land being all of Lot 1, Block 3, Shady Brook Addition & 13895-1-A1 with the physical address being 2057 Shady Brook Drive, City of Bedford, Tarrant County Texas.
8. Consider a resolution authorizing the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to PM Construction & Rehab. LLC in the amount of \$73,313.20 for the City of Bedford 37th Year Community Development Block Grant (CDBG) Sanitary Sewer Improvements Project.
9. Consider a resolution authorizing the City Manager to enter into a contract with C. Green Scaping, L.P., in the amount of \$263,132, for the Post Office Channel Improvements.
10. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the City of Fort Worth for the 2011 Byrne Justice Assistance Grant (JAG) Formula Program Award.
11. Consider a resolution authorizing the City Manager to enter into the first year of a three-year contract with B&B Wrecker Services, Inc. to provide towing for City initiated tows.
12. Consider a resolution authorizing the City Manager to renew a lease agreement with ONSTAGE relative to the Trinity Arts Theater.
13. Consider a resolution amending the Memorandum of Understanding (MOU) with Brenda Harris relative to 1725 Bedford Road by extending the expiration date.
14. Consider a resolution authorizing the City Manager to enter into an agreement with Kimley-Horn and Associates for the Central Bedford Redevelopment and Cultural District Plan, in the amount of \$74,905.

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

- ✓ **Animal Control Board- Councilman Griffin**
- ✓ **Animal Shelter Advisory Board- Councilman Griffin**
- ✓ **Beautification Commission- Councilman Turner**
- ✓ **Community Affairs Commission- Councilman Fisher**
- ✓ **Cultural Commission- Councilman Champney**
- ✓ **Library Board- Councilman Brown**
- ✓ **Parks & Recreation Board- Councilman Griffin**
- ✓ **Senior Citizen Advisory Board- Councilman Savage**
- ✓ **Teen Court Advisory Board- Councilman Griffin**

16. Council member reports

17. City Manager report

18. 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, January 6, 2012 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

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



Council Agenda Background

PRESENTER:

Mirenda McQuagge-Walden, Managing Director of Community Services and Mark Hatchell, Vice President Kimley-Horn and Associates

DATE: 01/10/12

Work Session

ITEM:

Presentation by Kimley-Horn and Associates regarding the design of Phase I of the Boys Ranch Park Master Plan.

City Manager Review: _____

DISCUSSION:

A brief presentation will be made describing the work to be completed for the design of Phase I of the Boys Ranch Master Plan.

On January 13, 2009, the City Council approved a resolution allowing Kimley-Horn to develop the Boys Ranch Master Plan. Included in that document is language allowing for future amendments to accommodate any future design and construction phase services. Staff entered into negotiations with Kimley-Horn in order to develop a scope of services and fee for the design of Phase I of the Boys Ranch Master Plan.

The scope of services includes design as well as construction phase services once that portion of the project is funded. Specifically, the design will address the following elements:

- 1) Lake dredging and creek improvements including the reshaping of the lake and channel, uniform stabilization of the lake and creek edge in the form of a concrete and/or ledge stone retaining wall, concrete weir structures to maintain water levels in the channel, lake overlooks, fishing pier, and up to three aeration fountains in the lake and in the creek.
- 2) New concrete trails along both sides of the creek and lake including lighting, up to three pedestrian bridges, benches, and picnic tables.
- 3) New raised terrace with covered playground along the creek, disc golf course, and additional picnic areas.
- 4) Landscaping and irrigation associated with the above improvements.

In July 2010, the City Council approved \$322,000 for this project. Additional geotechnical, surveying and other work may be necessary to complete the design. Those costs are in addition to the \$243,000. Once the design is complete, any remaining funds can be applied to future construction costs.

Estimated completion date of the design is July 2012. This item has been reviewed by the City Attorney, as well as the City's contract engineer.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: David Miller, Deputy City Manager
Janet Tharp, Kimley-Horn and Associates

DATE: 01/10/12

Work Session

ITEM:

Presentation by Kimley-Horn and Associates regarding the Central Bedford Redevelopment and Cultural District Plan contract.

City Manager Review: _____

DISCUSSION:

A brief presentation will be made describing the work to be completed for the Central Bedford Redevelopment and Cultural District Plan.

At the November 5, 2011 Council Work Session, staff was directed to proceed with finding a firm to work with the City to establish a Central Bedford Development Zone. The firm was to provide input as to the Zone boundaries as well as economic feasibility, site studies, stakeholder input, and design charrettes.

Over the past several weeks, staff has interviewed four firms that provide the aforementioned type of services. These four firms were Bennett, Benner, and Pettit; Freese and Nichols/Urban Planning Group; Kimley-Horn and Associates; and The Management Connection.

A preliminary meeting was held with a representative of each firm during which an explanation of the project was provided, as well as the City's expectations. Each firm was then asked to provide a proposed scope of services.

All four firms provided a proposal. Staff reviewed the proposals and each firm was interviewed and was able to provide information regarding their abilities and past experiences. After the interviews were completed, Staff believes that Kimley-Horn and Associates (KHA) offers the best total package for accomplishing the given goal.

KHA has successfully completed projects of this magnitude for other municipalities and have put together a cohesive team of economic experts, engineering experiences, and design teams that should produce a very viable and workable plan for the development of the Zone. KHA was also the firm that conducted the Transportation Study for the NTE project. This knowledge of the City is an additional asset for this project.

The contract has been submitted to the City Attorney for review, which will be completed prior to the Council meeting.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Clifford Blackwell, CGFO,
Administrative Services Director

DATE: 01/10/12

Work Session

ITEM:

Staff report regarding soliciting bids for Meter Reading Services.

City Manager Review: _____

DISCUSSION:

In June 2009, the City of Bedford solicited bids for meter reading services and one company responded, U.S. Metering & Technology (US M&T). They were awarded the contract for a 3-year term that commenced on October 1, 2009, at a rate of \$0.90 per meter. With one year remaining on the contract, US M&T contacted the City asking for a change in the rate due to its cost structure. After meeting with City Attorney, staff believes it would be in the best interest of the City to solicit bids for meter reading services.

ATTACHMENTS:

US M&T Contract

COPY

**STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF BEDFORD AND CONTRACTOR**

THIS AGREEMENT is dated as of the 1ST day of AUGUST in the year 2009
by and between the City of Bedford (hereinafter called **OWNER**) and (**BIDDER**)

US Metering & Technology, Inc.

Of the **City of Rockdale, County of Milam, State of Texas** (hereinafter called **CONTRACTOR**).

OWNER and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

The **PROJECT** for the **WORK** detailed under the Contract Documents (see Article 8 of this Agreement for items included in the Contract Documents) is generally identified as following:

Type: Meter Reading Services

Article 2. CONTRACT TIME

2.1. This contract will be in effect for a period of thirty (36) months beginning 60 days after the date of contract execution.

Article 3. CONTRACT PRICE

3.1. **OWNER** shall pay **CONTRACTOR** the prices in **CONTRACTOR**'s bid quote plus additional work performed when authorized by **OWNER**.

Article 4. PAYMENT PROCEDURES

4.1. **Payment to CONTRACTOR** will be monthly upon receipt of invoices from the **CONTRACTOR**. All charges are to be less sales tax, as **OWNER** is tax exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce **OWNER** to enter into this agreement, **CONTRACTOR** makes the following representations:

5.1. **CONTRACTOR** has familiarized itself with the nature and extent of the Contract Documents and Specifications.

5.2. CONTRACTOR has correlated the results of all such observations and studies with the terms and conditions of the Contract Documents.

5.3. CONTRACTOR has given **OWNER** written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by **OWNER** is acceptable to **CONTRACTOR**.

Article 6. MISCELLANEOUS.

6.1. ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound. Specifically but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment will release the assignor from any duty or responsibility under the Contract Documents.

6.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.3. TERMINATION: Either party may terminate the Contract by giving ninety (90) days notice in writing. As soon as practicable after termination date, **CONTRACTOR** shall submit a statement, showing in detail the services performed under this contract to the date of termination. **OWNER** shall then pay **CONTRACTOR** that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the charges as have been previously made.

6.5 SUBCONTRACTING

1. **CONTRACTOR** shall not award any work to any subcontractor until **CONTRACTOR** submits to **OWNER** a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as bid may require.

2. **CONTRACTOR** shall be fully responsible to **OWNER** for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

3. Nothing contained in this Contract shall create any contractual relation between any subcontractor and **OWNER**. **CONTRACTOR** is an independent contractor.

Article 7. GOVERNING LAWS, VENUE.

The contract shall be construed according to the laws of the State of Texas; and, venue shall lie in the State District Courts of Tarrant County, Texas.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between the **OWNER** and **CONTRACTOR**, same being attached hereto and incorporated herein as Exhibit A, consist of the following:

- 8.1 Contractor Quote Sheet
- 8.2 Standard Form of Agreement
- 8.3 Certificate of Liability Insurance
- 8.4 Bid Request and Specifications

Article 9. INDEMNIFICATION.

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

Executed on behalf of the **CONTRACTOR** by its owner shown below and on behalf of the **OWNER** by its City Manager, or authorized representative, this agreement will be effective on the 1st day of OCTOBER, 2009.

OWNER:

**CITY OF BEDFORD
2000 FOREST RIDGE
BEDFORD, TEXAS 76021**

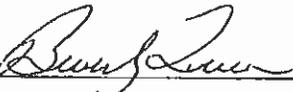
CONTRACTOR:

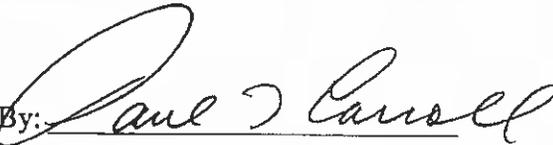
Name: Mountain States Pipe & Supply
U.S. Metering & Technology
Address: 4146 West Hwy 79

City: Rockdale

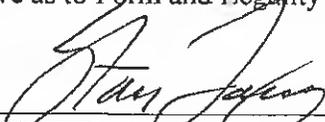
State & Zip: TX 76567

Telephone Number: 512-446-0525

By: 
Beverly Queen
Print Name

By: 
Paul T Carroll
Print Name

Approve as to Form and Legality this 11th day of August, 2009.


OWNER's Attorney

CONTRACTOR's Seal (if incorporated)

**CITY OF BEDFORD
REQUEST FOR BIDS**

The City of Bedford is soliciting sealed bids for Meter Reading Services.

Designate on the front, lower, left hand corner of your response envelope, the following:

Bid Reference Number: 09-0001A

Subject: Water Meter Reading Services

Bid Closing Time: 10:00 am, June 5, 2009

For convenience at bid opening, enter quote on this cover page and include in sealed response envelope (Do Not place quoted prices on the outside of the envelope).

Total Cost: \$ 479,617.20



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 01/10/12

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) December 13, 2011 regular session

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Minutes of December 13, 2011 regular session

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 13th day of December, 2011 with the following members present:

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

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
John Kubala	Public Works Director
Mirenda McQuagge-Walden	Managing Director of Community Services
Maria Redburn	Library Manager
Bill Syblon	Development Director

CALL TO ORDER

Mayor Story called the Work Session to order at 5:31 p.m.

WORK SESSION

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

Council discussed placing the following items on consent: 5, 6, 7 and 8.

- **Community Affairs Commission Subcommittee Reports.**

Community Affairs Commission Chairman Tom Bresnahan expressed his appreciation to Council for the honor and privilege of serving on the Commission for the last two years. He was blessed with the finest group of citizens and they have accomplished good things in promoting Bedford, such as the Shop Bedford First program. The Commission is broken down into three subcommittees and each will share their reports to Council.

Kim Probasco of the Residential Outreach Subcommittee reported that they made an effort to reach out to all of the residents of Bedford, not just the homeowner's associations. They hosted three residential roundtables throughout the year. They made efforts to market these roundtables through the use of the digital signage outside of the Library and the Boy's Ranch, flyers, the City website and mailings to the HOA distribution list. A majority of the people that attended still came from HOA's, though there was a greater response from apartment complexes. At the first roundtable in March, Scott Sheppard from 6Stones presented information about their Community Revitalization Program (CPR). There was also

information presented on the Parks Master Plan, economic development, the Shop Bedford First program and the HEB Prom Closet. At the roundtable in July, there was a presentation from Stephanie Corso in the Public Works Department about the environmental programs she works on, including rain barrel classes. John Sargent of the Bedford Community Emergency Response Team (CERT) presented information about that program. Also, more information was presented about the Shop Bedford First program. At the final roundtable in December, Police Chief Roger Gibson presented information regarding the Department's budget, personnel demands and public safety in general. A representative from the North Texas Expressway (NTE) was present to discuss the highway expansion. Scott Sheppard presented information on the CPR Fall Blitz and the Night of Wonder. Information again was presented about the Shop Bedford First program. Ms. Probasco suggested that these roundtables continue to take place on a consistent basis. She recommended a roundtable be held with apartment managers and that the connection with the HOA's needs to continue but connections with other residents needs to be made as well.

David Franklin of the Sustainable Energy Subcommittee reported that they hosted a workshop this past year that concerned the environment, at which Ms. Corso from Public Works also spoke. The Subcommittee's focus has been on a proposed energy fair, which would be the first of its kind held in the area. The proposed date of the fair would be April 14, 2012 at the Library from 1:00 p.m. to 4:00 p.m. It would be both an indoor and outdoor event that would focus on everyday energy efficiencies. There would be a modest number of exhibits and demonstrations, along with a number of booths. There would also be two or three workshops with expert speakers. One of the objectives of the fair is to continue the momentum of previous workshops and to draw businesses to "Discover the Center" in Bedford by participating either as a vendor or a demonstrator at the fair. Other objectives include promoting energy efficiency and conducting both a cultural and educational activity for families and residents. In regards to resources, marginal assistance would be needed from City staff. There would be the need for the Library's meeting rooms along with two fields for the exhibitors and additional parking; the copying of a limited number of flyers and small posters; the use of marquees and portable signs; and the use of tables and chairs. The budget for the event is not anticipated to exceed \$2,000 and would be at no cost to the taxpayers. Costs would be covered through vendor fees, sponsorships and grants.

Mark Massey of the Business Retention Subcommittee stated that the Shop Bedford First program currently has over 200 businesses enrolled. The Subcommittee hosted the first business outreach meeting on October 1. It was very successful with over 50 people in attendance. Chief Gibson attended, along with Deputy City Manager David Miller and Development Director Bill Syblon who spoke about economic development and the highway expansion. Surveys were conducted and feedback was received, which included apartment complexes requesting more attention, comments on the highway construction and the need to help businesses inform people that they are still open and are not moving. For 2012, Mr. Massey stated that the Commission has momentum with the Shop Bedford First program and with Mr. Franklin and the Sustainable Energy Subcommittee. He is grieving that Ms. Probasco is not staying with the Commission and that those are hard shoes to fill. There are plans for another business outreach meeting in February and for the first meeting with faith-based organizations inline with the Commission's mission statement. He has some ideas in regards to the Commission, especially in regards to businesses, which he would like to bring before Council in January. Mr. Massey thanked Chief Gibson for never denying his time to the Commission. He has been at all three HOA roundtables, the business outreach meeting and Commission meetings.

Councilman Fisher thanked Mr. Bresnahan for his leadership and wished Ms. Probasco, Sherri Olsen and Jason Sinisi luck with their new endeavors. He appreciated the Commission's hard work and dedication.

- **Staff report and receive Council direction regarding Bedford Open for Business Campaign.**

City Manager Beverly Griffith stated that there has been discussion over the last several months on strategic planning for the upcoming year. The number one priority is to encourage economic growth, which is particularly challenging with the highway construction. The phrase that has been tossed around is "Bedford Open for Business." Council will be presented with information regarding a program that is being used in Grapevine for the purpose of assisting businesses affected by the highway construction.

Managing Director of Community Services Mirenda McQuagge-Walden introduced John West with thomasArts, who is the managing director of their offices in Grapevine. He will present information about himself, his firm and their capabilities, as well as campaigns they have done in the past and ideas he has for Bedford. If Council desires, staff will negotiate with Mr. West and bring a formal proposal to Council in January.

Mr. West presented a brief overview of his agency and showed examples of their previous work. They were contacted by the city manager in Grapevine to solve the problem with road construction and the concerns from businesses about letting people know they are still open. They developed a "frequency" program that targeted residents in a five mile radius. People received a card and every time they go to a participating business, they get their card stamped. They can then turn in their card for a monthly prize drawing. This is a way to move people into those businesses at no cost to the businesses themselves. The program was developed from the ground up with a theme and artwork that was relevant to the market and out of the ordinary. To promote the program, a postcard mailer was sent to 75,000 households, a stuffer was included in the City's water bills, information was printed in the City's newsletter and each participating business had information on how to participate in the program, along with additional cards.

For Bedford, the challenge is getting people who commute through the area to stop at local businesses. The solution is to give them an incentive to do so. A program needs to be created that will enhance the ties between the City and businesses and increase the number of ways the City can communicate with residents and others in the surrounding area. In developing a campaign, a theme would be created that would live on beyond the initial program. From a creative design standpoint, it would complement current City logos and themes. There would be coordination with the Shop Bedford First program and it would augment and strengthen what is currently being done. The campaign would need to be disruptive in order to get people's attention. It is important to get the word out through social media and existing channels in order to drive people to a central point.

The first idea presented was a sweepstakes program. The point of the program is to drive traffic online to gather information and communicate with people in order to make a bigger splash. Awareness would be made through traditional advertising tools, retail and public relations. Components of the program include creative development, ad development, sweepstakes administration, printed pieces and prize procurement. A grand prize, such as a Harley Davidson motorcycle, would be used to get attention. Monthly prizes, such as gift certificates to participating businesses and passes to Old Bedford School events and BluesFest, would be layered into the promotion. The promotional flow is that marketing channels drive people to a microsite which then drives them to businesses; from there, people are then driven back to the microsite. There would also be incentives for people to tell others about the program.

The second idea presented was a frequency promotion similar to what is being done in Grapevine. This promotion relies on direct mail. The promotion would leverage employers within Bedford, which is a great way to reach additional people. Public relations would be a big component of the program. There is not the same need with this program for the microsite, which could then be handled by the City. This type of promotion relies on offering a lot of prizes so that people have a greater chance of winning. The promotional flow is that the direct marketing channels drive people to the microsite and the businesses at the same time. This is in contrast with the sweepstakes, which forces people into the microsite.

In response to questions from Council, Mr. West stated that he does not yet know the response to the program in Grapevine. The program started in October with the first drawing to be held in January, which will act as the first benchmark. Things that they will be looking at are incremental growth in e-mail contacts and Facebook "likes" as well as reports on tax revenue. Mr. West also stated that there is no legal conflict with thomasArts working with both Bedford and Grapevine.

Ms. Griffith stated that based on feedback on the proposed concepts, a formalized proposal, including a scope of services, costs and the City's commitment, will be developed and brought back before Council.

In further questions from Council, Mr. West stated that the Grapevine program was rolled out in approximately two months. There would be the opportunity to use standardized signage as opposed to what is currently being used by businesses. Mr. West also explained that the sweepstakes and frequency promotions could not be done together. In regards to thomasArt's responsibility, their work is mainly on the creative end. They would work with a company such as E-Prize to help draft all the rules for the program for Council's approval. E-Prize or a similar company would make the necessary filings with the State, manage the sweepstakes promotion, build the microsite, manage databases, select winners and handle any issues with indemnification and affidavits. The City would have to approve the components of the program.

Council was of the consensus for staff to develop these concepts into something more specific to be brought back before Council in January.

Mayor Story adjourned the Work Session at 6:43 p.m.

EXECUTIVE SESSION:

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

- a) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.**
- b) Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Variance of distance regulations pursuant to Chapter 10, Alcoholic Beverage, Section 10-3 of the City of Bedford Code of Ordinances.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments and Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – Variance of distance regulations pursuant to Chapter 10, Alcoholic Beverage, Section 10-3 of the City of Bedford Code of Ordinances at approximately 7:25 p.m.

Council reconvened from Executive Session at approximately 7:36 p.m.

Any necessary action to be taken as a result of the Executive Session will occur during the regular session of the Bedford City Council Meeting.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 6:46 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Story called the meeting to order.

INVOCATION (Pastor Kevin Smith, Faith Christian Fellowship Church)

Pastor Kevin Smith of Faith Christian Fellowship Church gave tonight's 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 Turner, to approve the following items by consent: 5, 6, 7 and 8.

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

COUNCIL RECOGNITION

1. Recognition of Debi Johnson, Executive Secretary, for a Bedford Employee Commitment Award (BECA).

Executive Secretary Debi Johnson was recognized with the Bedford Employee Commitment Award for the assistance she gave the Administrative Services Department during the budget process.

2. Employee Service Recognition.

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

Jody Winkler, Public Works – 10 years of service
Barbara Sparks, Community Services – 20 years of service

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes: a) December 2, 2011 regular meeting

Motioned by Councilman Brown, seconded by Councilman Griffin, to approve the minutes of the December 2, 2011 regular meeting.

Motion approved 5-0-2. Mayor Story declared the motion carried.

Councilman Champney and Councilman Fisher abstained due to not being present at that meeting.

NEW BUSINESS

4. Public hearing and consider an ordinance to rezone property known as Lot 3R, Block 1, Rustic Woods Office Park Addition from Heavy Commercial to Heavy Commercial/Specific Use Permit/Church. The property is generally located east of State Highway 121 and north of Harwood Road. (Z-212)

Development Director Bill Syblon presented information regarding this ordinance. The application is to allow the Arlington Chinese Baptist Church to occupy a 5,100 square foot building. The church currently has 51 members. Once the church moves to Bedford, they would no longer have "Arlington" in their title. They are proposing to add an additional 15 parking spaces, for a total of 37 spaces, in order to accommodate their membership. This is an adequate number to comply with the Zoning Ordinance, which allows for a minimum of one space per three seats in the sanctuary. Due to concerns presented during the November 10, 2011 Planning and Zoning Commission meeting, stipulations were added that all exterior lighting be directed away from the adjacent residential neighborhood and that any lighting standards in the parking lot be shielded with an 80 degree cutoff. Drainage issues at the location were

recognized by the Development Review Committee and the applicant has agreed to work with the Engineering Department on these issues. The drainage issues are an existing condition.

In response to questions from Council, it was stated that the Specific Use Permit (SUP) would stay with the property, not the owner. Language would need to be added to the SUP that would make it applicable only to the current owner. Council was of the consensus to add the language.

Tuck Thean, 1120 Devonshire Drive – Mr. Thean is the applicant. He stated that one of the biggest issues with the site is parking. Currently, the church has 51 members and he hopes that they can grow. The center can hold approximately 100 chairs; however, in order for the members to be comfortable, they would only place about 80 chairs. If they reach 70 members, they plan on holding two services. They hope to grow to approximately 70 members in about five years. 50% of their membership is students at UTA and Dallas Baptist University.

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

Steve Painter, 3905 Pebblebrook Lane – He spoke previously at the Planning and Zoning Commission meeting. He commented on the City being 97% built out and that the Land Use Survey conducted in 2010 stated the top item was promoting retail establishments. He would like the church grow and be successful and if they eventually move to another location, for a retail establishment to go into the location rather than a tax-exempt entity.

Mayor Story closed the public hearing at 7:11 p.m.

Motioned by Councilman Champney, seconded by Councilman Turner to approve an ordinance to rezone property known as Lot 3R, Block 1, Rustic Woods Office Park Addition from Heavy Commercial to Heavy Commercial/Specific Use Permit/Church and that language be added to Section 3 of the current ordinance that reads: "This specific use permit is applicable to this applicant only. Any subsequent user shall be required to apply for a new specific use permit."

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

5. Consider an ordinance repealing Chapter 66 of the City of Bedford Code of Ordinances entitled "Health and Sanitation"; and all other ordinances or parts of ordinances in conflict therewith and creating a new Chapter 66 entitled "Health and Sanitation."

This item was approved by consent.

6. Consider a resolution authorizing the City Manager to enter into a one year agreement with Up Close Inspections for third party multi-family inspections beginning January 1, 2012, in an amount not to exceed \$17,500.

This item was approved by consent.

7. Consider a resolution authorizing the City Manager to enter into a contract with Durable Specialties, Inc., in the amount of \$19,600, for the Solar Powered School Warning System.

This item was approved by consent.

8. Consider a resolution authorizing the City Manager to execute a Memorandum of Understanding with Gwen Adams for the lease of Lot 2, Block 3, Shady Brook Addition with the physical address being 2061 Shady Brook Drive, City of Bedford, Tarrant County Texas.

This item was approved by consent.

9. Consider a resolution appointing members to Bedford Boards and Commissions.

Council discussed appointing Tom Bresnahan to the Building and Standards Commission in Place 1.

Motioned by Councilman Brown, seconded by Councilman Griffin, to approve a resolution appointing members to Bedford Boards and Commissions and to appoint Tom Bresnahan to Place 1 on the Building and Standards Commission.

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

10. 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**

Councilman Turner stated that the Commission is taking a well-deserved Christmas vacation.

✓ **Community Affairs Commission- Councilman Fisher**

Councilman Fisher stated that the Commission will have a very short meeting on December 18. He thanked all the members that are leaving and congratulated Steven Grubbs and Gary Morlock on their appointment.

✓ **Cultural Commission- Councilman Champney**

Councilman Champney reported that the Commission met on Monday and that they are making headway. They are developing plans to interview key stakeholder groups in January and February. They will be in good shape for their reapplication to the State for a cultural district designation.

✓ **Library Board- Councilman Brown**

Councilman Brown stated that with three new members to the Board, that means three are leaving. He extended his thanks to Brigette Jimenez, Linda Jordan and Marianne Lanoue. He wished everybody a Merry Christmas and Happy Holidays. He is excited for what 2012 holds for the City.

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

No report was given.

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

No report was given.

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

No report was given.

11. Council member reports

✓ **Mayor Story – Report on Tarrant County Mayors Council meeting of December 5, 2011.**

Mayor Story presented information on the Tarrant County Mayors Council meeting held December 5, 2011. Both Councilmen Griffin and Champney also attended the meeting. The speaker was the

executive director of the Southeast Fort Worth Development Corporation who works on economic development in a lower income part of the City. This includes obtaining loans for businesses in the area.

Councilman Champney wished everybody a Merry Christmas and a Happy New Year.

Councilman Griffin wished everybody a Merry Christmas and a Happy New Year.

12. City Manager report

City Manager Beverly Griffith congratulated Assistant City Secretary Megan Jakubik for her upcoming graduation from UNT with a Masters in Public Administration. She wished everybody a Merry Christmas, a Happy Holidays and a safe New Years.

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

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

ADJOURNMENT

Mayor Story adjourned the meeting at 7:37 p.m.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: William Syblon, Development Director

DATE: 01/10/12

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

ITEM:

Public hearing and consider an ordinance amending the City of Bedford Zoning Ordinance, Section 5.11.D – Commercial Antennas In Residential Districts, Section 5.11.E – Commercial or Industrial Zoned Districts, and Section 5.11.J – Special Exception (A-028).

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Recently, the Zoning Board of Adjustment approved a Special Exception request without any opposition for additional height of a wireless antenna on an existing electric transmission tower in Bedford.

The Zoning Board of Adjustment members realized the City has acted favorably on similar requests without any opposition. Of the eight ZBA meetings over the past three years, three cases were heard on this topic, and all were approved. The Board questioned the need to continually submit requests which are subsequently approved without any difficulty. As a result, the Board directed staff to prepare an amendment to the antenna section of the Zoning Ordinance which would permit Special Exceptions to be approved administratively for these conditions.

The proposed provision also affords the administrative official the choice of deferring the approval to the Zoning Board of Adjustment upon his/her discretion. The proposed changes will revise three sections of the Zoning Ordinance: 5.11.D – Commercial Antennas In Residential Districts, 5.11.E – Commercial or Industrial Zoned Districts, and 5.11.J – Special Exception. The following are suggested actions for this amendment (additions in blue):

5.11.D Commercial Antennas in Residential Districts

Only building- attached antennas shall be allowed in residentially- zoned districts under the following conditions:

- (1) Stand alone commercial antenna facilities, which are not co-located on existing structures, shall not be permitted. The proposed commercial antenna must be attached to or enclosed in an existing structure currently or last occupied by a non-residential use as listed in Section 3.1, Schedule of Permitted Uses, or attached to a power or telephone pole, water- storage tower, or other utility structure.*
- (2) A Special Exception for additional height for antennas which are attached to existing power poles, stadium lights, elevated water tanks, or transmission towers, may be approved administratively. The administrative officer may elect to defer approval to the Zoning Board of Adjustment upon his/her discretion.*

5.11.E Commercial or Industrial Zoned Districts

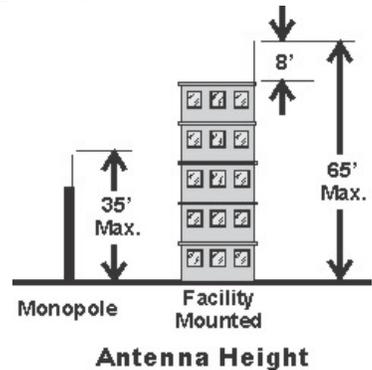
Building co-location is encouraged and multiple antenna facilities are allowed on the same building. Radio, television, microwave- broadcast relay, receiving towers, transmission and re-transmission facilities, satellite receiving- only earth stations (home dish antenna) and any electronic emission equipment of a commercial nature shall be allowed in the "L", "H", and "I" zoning districts if it complies with the following regulations:

(1) *Antenna facilities shall be limited to building attached and monopoles only.*

(2) *An antenna facility, exclusive of the height of any attached antenna, shall not exceed thirty-five (35) feet in height. Provided, however, that an antenna facility shall be permitted additional height at the ratio of one added foot in height for each additional foot of setback beyond the minimum setback required of a accessory building in the Zoning District Regulations contained in Article 4, Zoning District Regulations or Section 5.1, Height and Area Regulations of the Zoning Ordinance. Regardless of the above, the maximum height for an antenna facility permitted without a Special Exception in any "L", "H", or "I" district shall be sixty-five (65) feet.*

(3) *The height of an antenna, including the height of any antenna facility to which they may be fastened or attached, shall not exceed sixty-five (65) feet in height without a Special Exception.*

(4) *A Special Exception for additional height for antennas which are attached to existing power poles, stadium lights, elevated water tanks, or transmission towers, may be approved administratively. The administrative officer may elect to defer approval to the Zoning Board of Adjustment upon his/her discretion.*



5.11.J Special Exception

Unless otherwise provided for in these regulations, a Special Exception must be obtained from the Zoning Board of Adjustment for any satellite receive-only antenna which does not comply with the regulations specified in Section 5.11.A through 5.11.H herein above. In considering whether to grant a Special Exception from the regulations specified above, the Zoning Board of Adjustment shall consider the following:

The Planning & Zoning Commission recommended approval of this item at their December 8, 2011 meeting by a vote of 5-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending the City of Bedford Zoning Ordinance, Section 5.11.D – Commercial Antennas In Residential Districts, Section 5.11.E – Commercial or Industrial Zoned Districts, and Section 5.11.J – Special Exception (A-028).

FISCAL IMPACT:

N/A

ATTACHMENTS:

**Ordinance
December 8, 2011 Planning & Zoning Minutes
November 22, 2011 MPRG Memorandum
Antenna example photo**

ORDINANCE NO. 12-

AN ORDINANCE OF THE CITY OF BEDFORD, TEXAS, AMENDING THE CITY OF BEDFORD ZONING ORDINANCE, ORDINANCE NO. 2216, AS HERETOFORE AMENDED BY AMENDING SECTION 5.11.D – COMMERCIAL ANTENNAS IN RESIDENTIAL DISTRICTS; AMENDING SECTION 5.11.E – COMMERCIAL OR INDUSTRIAL ZONED DISTRICTS; AMENDING SECTION 5.11.J – SPECIAL EXCEPTION; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE. (A-028)

WHEREAS, the City is authorized by Section 211.005, “Districts” of the Texas Local Government Code to zone property into districts in accordance with a Comprehensive Plan; and,

WHEREAS, the City Council of Bedford, Texas deems it necessary in order to lessen the congestion on streets, to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent overcrowding of land; and avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewers, schools, parks and other public requirements; to conserve the value of property and encourage the most appropriate use of land throughout the City, that the hereinafter contained provisions of this ordinance should be passed, promulgated and enforced; and,

WHEREAS, the Planning and Zoning Commission of the City of Bedford initiated proposed changes to the City of Bedford Zoning Ordinance; and,

WHEREAS, the Planning and Zoning Commission and the City Council of Bedford, Texas have advertised and mailed notices of public hearings to receive comments on the proposed Zoning Ordinance amendments; and,

WHEREAS, the Planning and Zoning Commission and the City Council of Bedford, Texas have, after thoughtful deliberation, voted to approve these Zoning Ordinance amendments.

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

SECTION 1. That *Section 5.11.D--Commercial Antennas in Residential Districts--*shall be amended to replace the existing Item (1) and Item (2) as follows:

- (1) Stand alone commercial antenna facilities, which are not co-located on existing structures, shall not be permitted. The proposed commercial antenna must be attached to or enclosed in an existing structure currently or last occupied by a non-residential use as listed in *Section 3.1, Schedule of Permitted Uses*, or attached to a power or telephone pole, water-storage tower, or other utility structure.
- (2) A Special Exception for additional height for antennas which are attached to existing power poles, stadium lights, elevated water tanks, or transmission towers, may be approved administratively. The administrative officer may elect to defer approval to the Zoning Board of Adjustment upon his/her discretion.

SECTION 2. That *Section 5.11.E—Commercial or Industrial Zoned Districts--*shall be amended to add a new Item (4) as follows, with subsequent items renumbered as appropriate:

- (4) A Special Exception for additional height for antennas which are attached to existing power poles, stadium lights, elevated water tanks, or transmission towers, may be approved administratively. The administrative officer may elect to defer approval to the Zoning Board of Adjustment upon his/her discretion.

ORDINANCE NO. 12-

SECTION 3. That *Section 5.11.J Special Exceptions*, shall be amended as follows:

5.11.J SPECIAL EXCEPTION

Unless otherwise provided for in these regulations, A Special Exception must be obtained from the Zoning Board of Adjustment for any satellite receive-only antenna which does not comply with the regulations specified in Section 5.11.A through 5.11.H herein above. In considering whether to grant a Special Exception from the regulations specified above, the Zoning Board of Adjustment shall consider the following:

SECTION 4. That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 5. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. That this ordinance shall become effective upon passage in accordance with laws of the State of Texas and the Charter of the City of Bedford.

PRESENTED AND PASSED this 10th day of January, 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

PLANNING AND ZONING COMMISSION
MEETING MINUTES OF DECEMBER 8, 2011

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Motion: Commissioner Reese made a motion to approve Site Plan S-053 with the stipulation: All exterior lighting be directional, away from the adjacent residential neighborhood. Any light standards in the parking lot be fully shielded with a 80-degrees cutoff.

Commissioner Smeltzer seconded the motion.

Motion approved 5-0-0. Chairman Davisson declared the motion approved.



3. **Discuss and consider an amendment to the City of Bedford Zoning Ordinance, Section 5.11.D – Commercial Antennas In Residential Districts, Section 5.11.E – Commercial Or Industrial Zoned Districts, and Section 5.11.J – Special Exception (A-028).**

Chairman Davisson recognized Consultant City Planner Dan Boutwell who reviewed Zoning Ordinance Amendment A-028. Mr. Boutwell stated the City of Bedford Zoning Board of Adjustment directed staff to prepare an amendment to the antenna section of the zoning ordinance which would permit Special Exceptions to be approved administratively for these conditions.

Staff prepared an amendment to the ordinance addressing the Zoning Board of Appeals direction. These amendments apply only to commercial wireless antennas which are co-located on existing structures, such as towers, stadium lighting, water tanks, etc.

The proposed provision also affords the administrative official the choice of deferring the approval to the Zoning Board of Adjustment upon his/her discretion.

Staff recommended the following amendment to the zoning ordinance:

The proposed changes will revise Three sections of the zoning ordinance: 5.11.D – Commercial Antennas In Residential Districts, 5.11.E – Commercial Or Industrial Zoned Districts, and 5.11.J – Special Exception. We provide the following suggested actions for this amendment:

5.11.D Commercial Antennas in Residential Districts

Only building- attached antennas shall be allowed in residentially- zoned districts under the following conditions:

Stand alone commercial antenna facilities, which are not co-located on existing structures, shall not be permitted. The proposed commercial antenna must be attached to or enclosed in an existing structure currently or last occupied by a non-residential use as listed in Section 3.1, Schedule of Permitted Uses, or attached to a power or telephone pole, water- storage tower, or other utility structure.

A Special Exception for additional height for antennas which are attached to existing power poles, stadium lights, elevated water tanks, or transmission towers, may be approved administratively. The administrative officer may

PLANNING AND ZONING COMMISSION
MEETING MINUTES OF DECEMBER 8, 2011

DRAFT

elect to defer approval to the Zoning Board of Adjustment upon his/her discretion.

The antenna must not exceed eight (8) feet above the structure to which it is attached.

The proposed changes will revise Three sections of the zoning ordinance: 5.11.D – *Commercial Antennas In Residential Districts*, 5.11.E – *Commercial Or Industrial Zoned Districts*, and 5.11.J – *Special Exception*. We provide the following suggested actions for this amendment:

5.11.E *Commercial Or Industrial Zoned Districts*

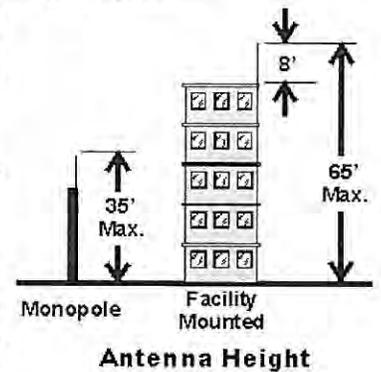
Building co-location is encouraged and multiple antenna facilities are allowed on the same building. Radio, television, microwave- broadcast relay, receiving towers, transmission and re-transmission facilities, satellite receiving- only earth stations (home dish antenna) and any electronic emission equipment of a commercial nature shall be allowed in the "L", "H", and "I" zoning districts if it complies with the following regulations:

Antenna facilities shall be limited to building attached and monopoles only.

An antenna facility, exclusive of the height of any attached antenna, shall not exceed thirty-five (35) feet in height. Provided, however, that an antenna facility shall be permitted additional height at the ratio of one added foot in height for each additional foot of setback beyond the minimum setback required of a accessory building in the Zoning District Regulations contained in Article 4, Zoning District Regulations or Section 5.1, Height and Area Regulations of the Zoning Ordinance. Regardless of the above, the maximum height for an antenna facility permitted without a Special Exception in any "L", "H", or "I" district shall be sixty-five (65) feet.

The height of an antenna, including the height of any antenna facility to which they may be fastened or attached, shall not exceed sixty-five (65) feet in height without a Special Exception.

A Special Exception for additional height for antennas which are attached to existing power poles, stadium lights, elevated water tanks, or transmission towers, may be approved administratively. The administrative officer may elect to defer approval to the Zoning Board of Adjustment upon his/her discretion.



**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF DECEMBER 8, 2011**

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5.11.J Special Exception

Unless otherwise provided for in these regulations, a Special Exception must be obtained from the Zoning Board of Adjustment for any satellite receive-only antenna which does not comply with the regulations specified in Section 5.11.A through 5.11.H herein above. In considering whether to grant a Special Exception from the regulations specified above, the Zoning Board of Adjustment shall consider the following: 5.11.E Commercial Or Industrial Zoned Districts

Chairman Davisson opened the public hearing at 7:44 p.m. and there being no one to speak, closed the public hearing at 7:45 p.m.

The Commission discussed the application.

Motion: Commissioner Smeltzer made a motion to approve Zoning Ordinance Amendment A-028 as written.

Commissioner Henning seconded the motion.

Motion approved 5-0-0. Chairman Davisson declared the motion approved.

ADJOURNMENT

Chairman Davisson adjourned the Planning and Zoning meeting at 7:50 p.m.

**Chairman Davisson
Planning and Zoning Commission**

ATTEST:

Yolanda Alonso, Planning and Zoning Secretary

Planning Memorandum

To: Planning and Zoning Commission, City Council, Bill Syblon
From: Dan C. Boutwell, AICP
Date: November 22, 2011
Re: Revision of Zoning Ordinance (Administrative Approval for Antennas) – A-028

Recently a request for Special Exception was taken to the Zoning Board of Adjustment for approval. The request was for addition height for the location of a wireless antenna on an existing electric transmission tower located on the electric transmission easement running diagonally through the City of Bedford. The request was granted without any opposition or exception.

The members of the Zoning Board of Adjustment adeptly realized the City has acted favorably on numerous similar requests without any opposition. There have been no denials. Accordingly, the Board questioned the need to continually submit requests which are subsequently approved without any difficulty. As a result the Board directed staff to prepare an amendment to the antenna section of the zoning ordinance which would permit Special Exceptions to be approved administratively for these conditions.

Staff has prepared an amendment to the ordinance addressing the Zoning Board of Appeals direction. These amendments apply only to commercial wireless antennas which are co-located on existing structures, such as towers, stadium lighting, water tanks, etc. The proposed provision also affords the administrative official the choice of deferring the approval to the Zoning Board of Adjustment upon his/her discretion. The proposed changes will revise Three sections of the zoning ordinance: 5.11.D – Commercial Antennas In Residential Districts, 5.11.E – Commercial Or Industrial Zoned Districts, and 5.11.J – Special Exception. We provide the following suggested actions for this amendment:

5.11.D COMMERCIAL ANTENNAS IN RESIDENTIAL DISTRICTS

Only building- attached antennas shall be allowed in residentially- zoned districts under the following conditions:

- ~~(1) A Special Exception must be obtained from the Zoning Board of Adjustment. See Section 5.11.J, Special Exceptions.~~
- (1) Stand alone commercial antenna facilities, which are not co-located on existing structures, shall not be permitted. The proposed commercial antenna must be attached to or enclosed in an existing structure currently or last occupied by a non-residential use as listed in Section 3.1, Schedule of Permitted Uses, or attached to a power or telephone pole, water- storage tower, or other utility structure.
- (2) A Special Expection for additional height for anntenas which are attached to existing power poles, stadium lights, elevated water tanks, or transmission towers, may be approved administratively. The administrative officer may elect to defer approval to the Zoning Board of Adjustment upon his/her discretion.
- (3) The antenna must not exceed eight (8) feet above the structure to which it is attached.

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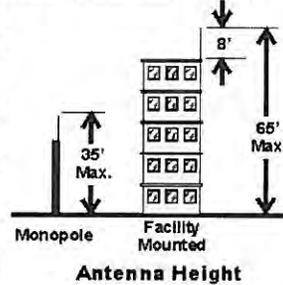
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5.11.E COMMERCIAL OR INDUSTRIAL ZONED DISTRICTS

Building co-location is encouraged and multiple antenna facilities are allowed on the same building. Radio, television, microwave- broadcast relay, receiving towers, transmission and re-transmission facilities, satellite receiving- only earth stations (home dish antenna) and any electronic emission equipment of a commercial nature shall be allowed in the "L", "H", and "I" zoning districts if it complies with the following regulations:

- (1) Antenna facilities shall be limited to building attached and monopoles only.
- (2) An antenna facility, exclusive of the height of any attached antenna, shall not exceed thirty-five (35) feet in height. Provided, however, that an antenna facility shall be permitted additional height at the ratio of one added foot in height for each additional foot of setback beyond the minimum setback required of a accessory building in the Zoning District Regulations contained in Article 4, Zoning District Regulations or Section 5.1, Height and Area Regulations of the Zoning Ordinance. Regardless of the above, the maximum height for an antenna facility permitted without a Special Exception in any "L", "H", or "I" district shall be sixty-five (65) feet.
- (3) The height of an antenna, including the height of any antenna facility to which they may be fastened or attached, shall not exceed sixty-five (65) feet in height without a Special Exception.



(4) A Special Expection for additional height for anntenas which are attached to existing power poles, stadium lights, elevated water tanks, or transmission towers, may be approved administratively. The administrative officer may elect to defer approval to the Zoning Board of Adjustment upon his/her discretion.

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5.11.J SPECIAL EXCEPTION

Unless otherwise provided for in these regulations, Aa Special Exception must be obtained from the Zoning Board of Adjustment for any satellite receive-only antenna which does not comply with the regulations specified in Section 5.11.A through 5.11.H herein above. In considering whether to grant a Special Exception from the regulations specified above, the Zoning Board of Adjustment shall consider the following:

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ZBA MTG, 9/19/11

X-062

Received 8/30/11





Council Agenda Background

PRESENTER: William Syblon, Development Director
John Schlueter, Wells Fargo Bank

DATE: 01/10/12

Council Mission Area: Foster economic growth - Improve vacant or underutilized commercial properties.

ITEM:

Consider a resolution approving a site plan for a Wells Fargo Bank located at the property known as Lot 1, Block 1, Harvey Plaza No. 1 Addition. The property is generally located north of L. Don Dodson and west of Central Drive. (S-053)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

This property is located in the "CBD" Central Business District Overlay District and requires approval from both the Planning and Zoning Commission and the City Council.

For the last two years, the Wells Fargo Bank has developed and constructed their new Branch Bank Prototype throughout the State of Texas. Some of the new proposed branch features in the City of Bedford are the following:

- Branch will be LEED Certified (Silver).
- 5,000 SF Branch with seven attached drive-thru lanes, one lane to be used for ATM service.
- Exterior Finishes – 3'-6" high stone wainscot and columns with stucco finish and standing seam metal roof. All finishes are neutral colors.
- Building single story, 20' maximum height.
- 5'-6" high roof parapet to hide roof top units from public view.
- Wells Fargo signage band on building.
- Heavy landscaped screening and 6' high fence at residential alley.
- Lighting shall be fully shielded, with 80 percent cut-off, and with zero-foot candle at the residential property line.
- Bank hours: 7:30 a.m. – 6:00 p.m. (M-F), and 7:30 a.m. to 2:00 p.m. on Saturday. Closed Sunday.

The Planning & Zoning Commission recommended approval of this item at their December 8, 2011 meeting by a vote of 5-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution approving a site plan for a Wells Fargo Bank located at the property known as Lot 1, Block 1, Harvey Plaza No. 1 Addition. (S-053)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
December 8, 2011 Planning & Zoning Minutes
Site Plan Review Application
Zoning Map of Referenced Property
8 ½ x 11 drawings

RESOLUTION NO. 12-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS, APPROVING A SITE PLAN FOR A WELLS FARGO BANK LOCATED AT THE PROPERTY KNOWN AS LOT 1, BLOCK 1, HARVEY PLAZA NO. 1 ADDITION. (S-053)

WHEREAS, the property is located in the Central Business District Overlay District and requires approval from both the Planning and Zoning Commission and the City Council of Bedford, Texas; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the site plan at their December 8, 2011 meeting; and,

WHEREAS, the City Council of Bedford, Texas finds that it is in the best interest of the City to accept the Wells Fargo Bank Site Plan; and

WHEREAS, the said Wells Fargo Bank site plan is known as Lot 1, Block 1, Harvey Plaza No. 1 Addition. The property is generally located south of Bedford Road and west of Central Drive.

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

SECTION 1. That the City Council hereby approves the resolution accepting the Wells Fargo Bank Site plan.

PASSED AND APPROVED this the 10th day of January 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas,.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF DECEMBER 8, 2011**

DRAFT

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

1. **Consider approval of the following Planning and Zoning Commission meeting minutes:**
 - a) **November 10, 2011.**

Motion: Commissioner Smeltzer made a motion to approve the meeting minutes of November 10, 2011, with the noted correction made at the work session.

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

Motion approved 5-0-0. Chairman Davisson declared the motion approved.

PUBLIC HEARING

2. **Site Plan Case S-053, request of John Schlueter for site plan approval of a Wells Fargo Bank. The property is zoned Heavy Commercial; and known as Lot 1, Block 1, Harvey Plaza No. 1 Addition. The property is generally located north of L. Don Dodson and west of Central Drive.**

Chairman Davisson recognized Consultant City Planner Dan Boutwell who reviewed Site Plan S-053.

Chairman Davison recognized John Schlueter, 3311 Elm Street, Dallas Texas, who was there to represent this application.

Chairman Davisson opened the public hearing at 7:10 p.m. and recognized the following who spoke about this application:

John Figurora, 2233 Bedford Circle, Bedford, Texas, spoke about the masonry fence to the west of this property.

James Beard, 2224 Bedford Circle, Bedford, Texas, who was present to learn more about the proposed site. Mr. Bear also spoke about the masonry fence to the west of this property.

Nelda Figurora, 2233 Bedford Circle, Bedford, Texas, spoke about the masonry fence to the west of this property.

Chairman Davisson closed the public hearing at 7:35 p.m.

The Commission discussed the application.

PLANNING AND ZONING COMMISSION
MEETING MINUTES OF DECEMBER 8, 2011

DRAFT



Motion: Commissioner Reese made a motion to approve Site Plan S-053 with the stipulation: All exterior lighting shall be fully shielded, with 80 percent cut-off, and with zero foot-candle at the residential property line.

Commissioner Smeltzer seconded the motion.

Motion approved 5-0-0. Chairman Davisson declared the motion approved.

3. Discuss and consider an amendment to the City of Bedford Zoning Ordinance, Section 5.11.D – Commercial Antennas In Residential Districts, Section 5.11.E – Commercial Or Industrial Zoned Districts, and Section 5.11.J – Special Exception (A-028).

Chairman Davisson recognized Consultant City Planner Dan Boutwell who reviewed Zoning Ordinance Amendment A-028. Mr. Boutwell stated the City of Bedford Zoning Board of Adjustment directed staff to prepare an amendment to the antenna section of the zoning ordinance which would permit Special Exceptions to be approved administratively for these conditions.

Staff prepared an amendment to the ordinance addressing the Zoning Board of Appeals direction. These amendments apply only to commercial wireless antennas which are co-located on existing structures, such as towers, stadium lighting, water tanks, etc.

The proposed provision also affords the administrative official the choice of deferring the approval to the Zoning Board of Adjustment upon his/her discretion.

Staff recommended the following amendment to the zoning ordinance:

The proposed changes will revise Three sections of the zoning ordinance: 5.11.D – Commercial Antennas In Residential Districts, 5.11.E – Commercial Or Industrial Zoned Districts, and 5.11.J – Special Exception. We provide the following suggested actions for this amendment:

5.11.D Commercial Antennas in Residential Districts

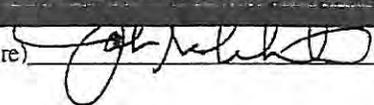
Only building- attached antennas shall be allowed in residentially- zoned districts under the following conditions:

Stand alone commercial antenna facilities, which are not co-located on existing structures, shall not be permitted. The proposed commercial antenna must be attached to or enclosed in an existing structure currently or last occupied by a non-residential use as listed in Section 3.1, Schedule of Permitted Uses, or attached to a power or telephone pole, water- storage tower, or other utility structure.

A Special Exception for additional height for antennas which are attached to existing power poles, stadium lights, elevated water tanks, or transmission towers, may be approved administratively. The administrative officer may

City of Bedford
Site Plan Review Application

REC'D 11/22/11
Date 11/21/2011

Applicant (Printed Name) John Schlueter (Signature) 

Address: 3311 Elm Street, Suite 105, Dallas, TX 75226

Telephone number: 214-742-6044 Fax number: 214-742-6041

Legal Description:

Lot(s) 1, Block(s) 1, Addition(s) Harvey Plaza No. 2 or

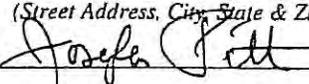
Tract(s) _____, Abstract(s) _____, Survey(s) _____

of the City of Bedford, Texas.

Street Address ²²²⁵ Central Dr.

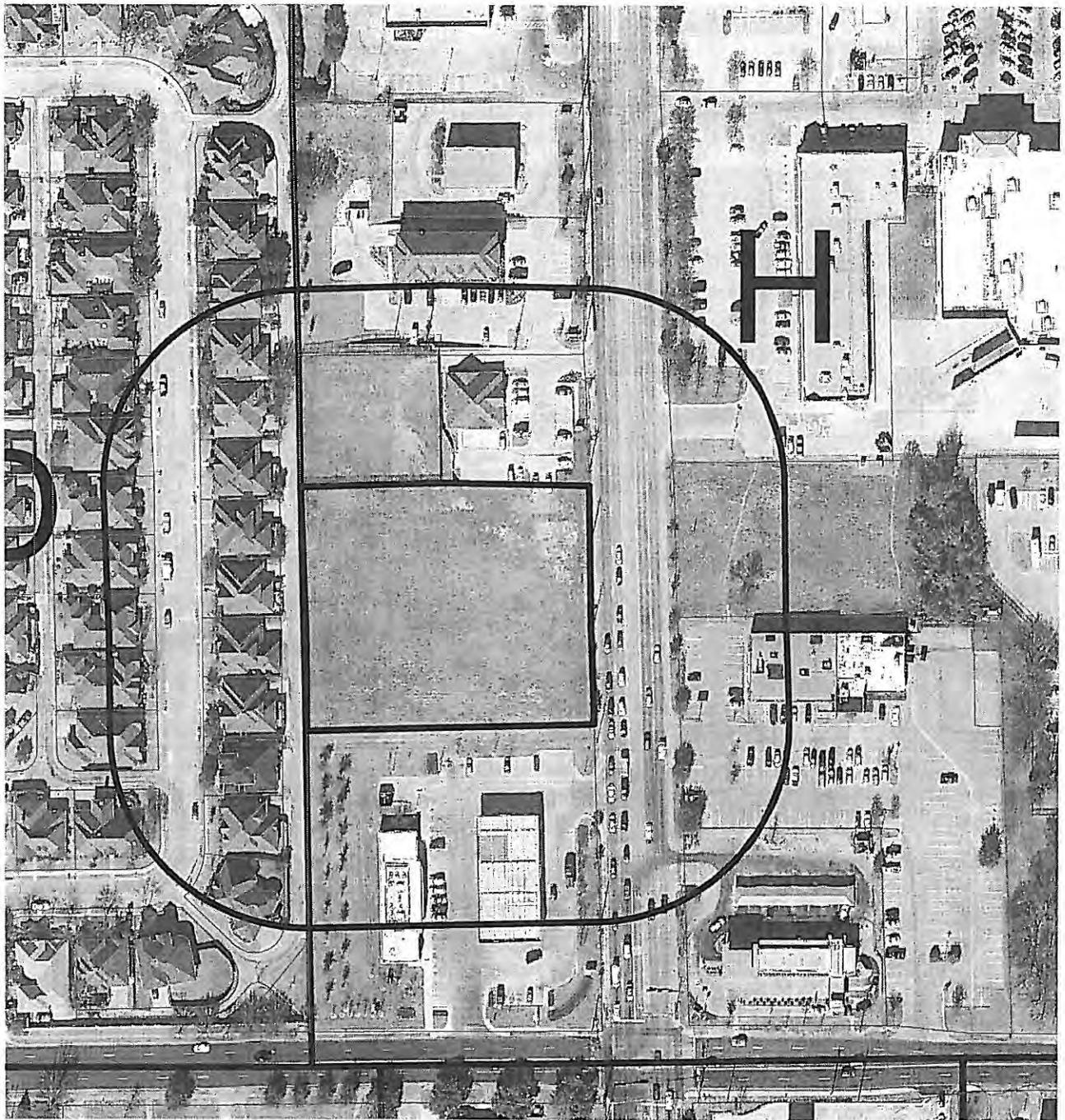
Fee: (\$205.00 plus \$205.00 per acre, over one.) \$205.00 + \$205.00 x _____ = _____

Payable by cash, Visa, MasterCard or check made out to the City of Bedford. (# of acres) (total fee)

Property Owner: (*Signature) <u>Jason Kim</u> (Printed name)		Developer: (*Signature) <u>N/A</u> (Printed name)	
Wells Fargo Bank (Company name)		(Company name)	
5080 Spectrum Dr, Ste 400E, Addison, TX 75001 (Street Address, City, State & Zip Code)		(Street Address, City, State & Zip Code)	
jason.s.kim@wellsfargo.com (Email address)		(Email address)	
972-419-3158 (Telephone number)	877-302-6023 (FAX number)	(Telephone number)	(FAX number)
Land Planner/Engineer: (*Signature) <u>Joseph Pitt</u> (Printed name)		Surveyor: (*Signature) <u>Peiser Surveying, L.L.C.</u> (Printed name)	
TMBP-Click Structural Engineers (Company Name)		(Company Name)	
325 N. St. Paul St., Ste. 2850 Dallas, TX 75201 (Street Address, City, State & Zip Code)		623 E. Dallas Rd., Grapevine, TX 76051 (Street Address, City, State & Zip Code)	
			
214-871-2302 (Telephone number)	214-871-8716 (FAX number)	817-481-1806 (Telephone number)	817-481-1809 (FAX number)

*Signatures certify that all information provided is true and correct.

Please indicate sole contact for the City purposes with an arrow "⇒".

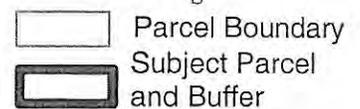
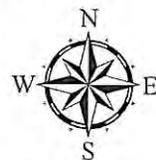


City of Bedford, Texas

Hearing Date: 12-8-11 S-053

Address: 2225 CENTRAL DR
BEDFORD, TX 76021

Addition: HARVEY PLAZA NO. 2
BLOCK: 1 LOT: 1



DISCLAIMER
The City of Bedford makes no representation or warranty as to the accuracy of this map and its information or to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further agrees to not hold the City of Bedford liable from any damage, loss, or liability arising from any use of the map product. Independent verification of all information contained on this map should be obtained by the end user.

CITY OF BEDFORD
VOL 4830, PG 53

HARVEY PLAZA
LOT 4, BLOCK 1
CAB. A, SLIDE 9323
2241 CENTRAL DRIVE
(LAN'S SALON & NAIL SPA)

GENERAL SITE PLAN NOTES

- A. REFER TO CIVIL ENGINEER DRAWINGS FOR DIMENSION CONTROL AND ADDITIONAL INFORMATION. ARCHITECTURAL DIMENSION SHOWN SHALL BE VERIFIED AGAINST THE DIMENSION CONTROL PLAN AND ACTUAL FIELD LAYOUT. REFER TO ARCHITECT FOR VARIATIONS PRIOR TO CRITICAL CONSTRUCTION PHASES.
- B. REFER TO LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION. CONTRACTOR TO PROVIDE GRADING OF ONE (1) PERCENT SLOPE OF ONE (1) INCH PER FOOT FOR IRRIGATION AND ONE (1) PERCENT SLOPE FOR ELECTRICAL RISE TO ALL BENCHES FOR LIGHTING. FINISH GRADE SHALL INCLUDE ALL AREAS SEPARATED BY SIDEWALKS AND/OR DRIVEWAYS AND AREAS.
- C. CONTRACTOR TO EXTEND DOWN SPOUT BELOW GRADE THROUGH CURB. REFER TO CIVIL, PLUMBING AND SHEET ASSES FOR DOWN SPOUT LOCATION.
- D. CONTRACTOR TO PAINT PARALLEL STRIPS AND TAX ACCESSIBLE ROUTE STRIPING.
- E. ALL SIDEWALKS TO HAVE A MINIMUM SLOPE OF ONE (1) INCH PER FOOT AND CROSS SLOPE OF LESS THAN 1/8" PER FOOT. CONTRACTOR TO CONFIRM ALL LOADS AND RAMP MEET TAX ACCESSIBILITY REQUIREMENTS PRIOR TO POURING OF CONCRETE.
- F. CONTRACTOR TO REVIEW SPECIFICATIONS AND HOLDING GEOLOGICAL REPORT RECOMMENDATIONS FOR SITE AND TAKE PREPARATIONS.

SITE PLAN NOTES

- 1. CONTRACTOR TO CONSTRUCT NEW SIDEWALK. REFER TO CIVIL PLAN. SIDEWALKS TO HAVE A MINIMUM SLOPE OF NOT GREATER THAN 1/8" PER FOOT AND CROSS SLOPE OF LESS THAN 1/8" PER FOOT. CONTRACTOR TO CONFIRM ALL LOADS AND RAMP MEET TAX ACCESSIBILITY REQUIREMENTS PRIOR TO POURING OF CONCRETE. SIDEWALKS TO BE MINIMUM 4' CLEAR FROM OBSTACLES FOR ACCESSIBILITY.
- 2. CONTRACTOR TO CONSTRUCT NEW ADA CURB RAMP. REFER TO DETAIL 04103 FOR SLOPE.
- 3. CONTRACTOR TO PAINT DIRECTIONAL ARROWS ON PAVEMENT.
- 4. CONTRACTOR TO INSTALL 4" PVC SLEEVE FOR IRRIGATION AND 3" PVC SLEEVE FOR ELECTRICAL.
- 5. CONTRACTOR TO PROVIDE AND INSTALL HOSE BIB. REFER TO ENGINEER'S DRAWINGS.
- 6. DIRECTIONAL SIGNAGE BY WELLS FARGO. REFER TO SHEET A1.02.
- 7. CONTRACTOR TO PROVIDE AND INSTALL ELECTRICAL FOR POLE MOUNTED SIGN. SIGN TO BE PROVIDED AND INSTALLED BY OTHERS. SIGN PERMIT TO BE UNDER SEPARATE PERMIT. REFER TO SIGNAGE SHEET A1.05.
- 8. CONTRACTOR TO PROVIDE AND INSTALL NEW FIRE HYDRANT & WATER SUPPLY LINE AS PER REQUIREMENTS OF BEDFORD FIRE DEPARTMENT.
- 9. CONTRACTOR TO PAINT INTERNATIONAL HANICAPPED SYMBOL AT ACCESSIBLE PARKING SPACES.
- 10. CONTRACTOR TO PAINT DIAGONAL 4" STRIPING AT ACCESSIBLE SPACE FOR ACCESSIBLE PARKING AND CROSSING.
- 11. COORDINATE LOCATION FOR IRRIGATION CONTROLLER. REFER TO LANDSCAPE PLAN.
- 12. CONTRACTOR TO PROVIDE AND INSTALL NEW POLE BASE, LIGHT POLE AND LIGHT FIXTURE. PROVIDE AND INSTALL NEW STEEL POLE AS SPECIFIED ON ENGINEERING DRAWINGS. ALIGN OPTICAL ASSEMBLY FOR CUTOFF AT PUBLIC CURB LINE OR SITE PROPERTY LINE. PROVIDE CONCRETE BASE FOR DETAIL 04103. PROVIDE MANUFACTURER'S RECOMMENDATIONS.
- 13. PROVIDE ONE (1) ELECTRICAL OUTLET PER 10' MAXIMUM OF EACH POLE. POLE TO BE TAPERED STEEL. POLE WITH BASES 12 FT HEIGHT. POLE LAMP TO BE METAL HALIDE WITH SAME LIGHT SHELVE COLOR (GOLD BRONZE). NOT TO EXCEED 30' OR AS SPECIFIED ON BLUEPRINT.
- 14. NEW SIDEWALK. PREPARE SUBGRADE AS INDICATED IN THE GEOLOGICAL REPORT. CONVE. SIDEWALK INTO BUILDING SLAB.
- 15. CONTRACTOR TO PROVIDE AND INSTALL TRIM DRINK AT FRONT BACKDOOR. REFER 04103 FOR DETAIL.
- 16. PROVIDE AND INSTALL THE FOLLOWING UNDER BUILDING SLAB TO SIGN:
 - 10" X 12" METAL CONDUIT FROM ALARM CONTROL CABINET A 103.1 BOX.
 - (3) 3/4" METAL CONDUIT FROM ALARM TO ATM CANOPY COVER.
 - (3) 3/4" METAL CONDUIT FROM METAL CONDUIT OR HOSE FROM ALARM TO METAL CHASE CONNECTING PLATE.
 - (3) 3/4" METAL CONDUIT AND UNLIMITED ELECTRICAL SUPPLY JARNS WITH RECEIPTABLE WITHIN 8" OF SIDE OR FRONT CONNECTING PLATE.
 - SUPPLY 3 COMPATIBLE RECEIPTABLE POWER CORD LENGTH 8' PER DATA CONDUIT MOUNT BE AT LEAST 2" FROM ANY AC POWER. LOCATE DATA CONDUIT ACCORDINGLY.
 - SUPPLY ADDITIONAL SINGLE PHASE THREE WIRE OUTLET WITH 8" ON ATM ELECTRICAL REE FOR BEMERON.
- 17. CONTRACTOR TO CONFIRM DIAMETER OF CONDUIT FOR LENGTH OF RUN AND SHALL INCREASE CONDUIT SIZE FOR APPROPRIATE LENGTH OF RUN.
- 18. PROVIDE 4' FOOT RADII CLEAR OF TALL VEGETATION AT ATM.
- 19. AREA DESIGNATE WITH PATTERN FOR HEAVY DUTY PAVEMENT AS DEFINED BY THE GEOLOGICAL REPORT.
- 20. PAINTED LINES (IN LIEU OF CURBS).
- 21. 8" WIDE LINE PAINTED YELLOW.
- 22. CENTER LINE OF FREE LANE.
- 23. 4" WIDE LINE PAINTED WHITE.
- 24. PROVIDE AND INSTALL THREE INDIVIDUAL BASE RACK. REFER TO DETAIL 04103.
- 25. PROVIDE AND INSTALL UNDERGROUND 4" CONDUIT FOR TELEPHONE LINE TO COMMS ROOM 107.
- 26. CONTRACTOR TO BRING POWER TO BUILDING. RUN CONDUIT UNDERGROUND TO BUILDING.
- 27. ADA VEH ACCESSIBLE & ACCESSIBLE PARKING SPACES. REFER TO 04103.
- 28. PROVIDE AND INSTALL NEW STOP SIGN.
- 29. NEW CONCRETE PAD TO ELECTRICAL TRANSFORMER.
- 30. NEW CONCRETE FLARE. SEE CIVIL.
- 31. PROVIDE 2" PVC CONCRETE TO FUTURE ATM LOCATION. CAP AND LEAVE CONDUIT. ADD NO FUTURE GRADING FOR FUTURE ATM.
- 32. LIGHTING SHALL BE PAINT APPLIED WITH BY OTHER AND WITH 2000 HODY CANALS AT RESIDENTIAL PROPERTY LINE.

PROJECT
WELLS FARGO BANK
2225 CENTRAL DR
BEDFORD, TX 76021

5,000 SF DENOV0
ARCHITECT
S | G | D Design

3311 Elm Street, Suite 105
Dallas, Texas 75226
214-742-6044
214-742-6041 Fax:

ARCHITECTS
SEAL

CONTRACT

ISSUE HISTORY:

ISSUE FOR REVIEW NO.	DATE
A	11/15/11
A	12/01/11
A	12/01/11
	12/01/11

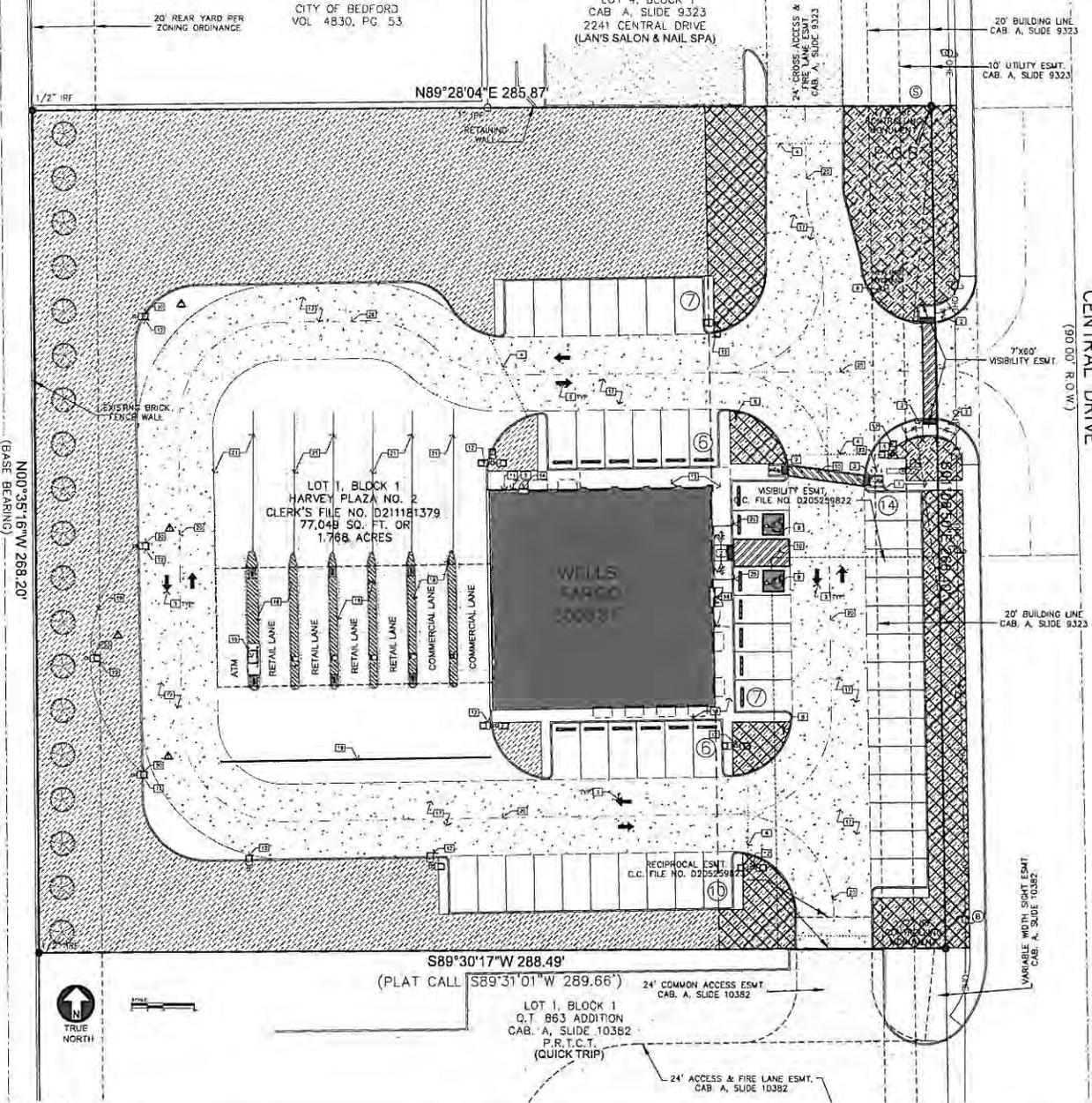
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SHEET NUMBER
SITE PLAN

A1.01

CITY COUNCIL MTG
01/10/12
Rec'd 12/27/11
S-053



01 SITE PLAN

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CITY OF BEDFORD
VOL. 4830, PG. 53

LOT 1, BLOCK 1
CAB A, S. SIDE 9323
224' CENTRAL DRIVE

24' CROSS ACCESS
CAB A, SLIDE 932

20' BUILDING LINE
CAB A, SLIDE 9323

10' UTILITY ESMT
CAB A, SLIDE 9323

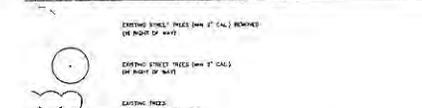
LANDSCAPE REQUIREMENTS

- 262
176 AC (77,649.37)
300.00
- LOCATIONAL CRITERIA**
20% OF TOTAL SITE REQUIRED TO BE LANDSCAPED
20% OF TOTAL SITE PROPOSED TO BE LANDSCAPED
SITE = 17,243.11
20% = 3,448.62
37,574.57 PROVIDED
- 42% OF LANDSCAPE REQUIRED IN FRONT YARD
33% OF TOTAL LANDSCAPE PROVIDED IN FRONT YARD
40% OF PROVIDED
8,143.37 REQUIRED
5,514.57 PROVIDED (INCLUDES PARKWAY LANDSCAPE AREA TO SIDEWALK)
- 20' WIDE GREEN BELT REQUIRED FOR RESIDENTIAL ADJACENCY
20' WIDE GREEN BELT PROVIDED FOR RESIDENTIAL ADJACENCY
288.2 LF 7/8" D.C. = 45 EVERGREEN PLANTS REQUIRED
288.2 LF 7/8" D.C. = 45 EVERGREEN PLANTS PROVIDED
- INSTALLATION AND MAINTENANCE**
1. ALL PROPOSED PLANT MATERIAL SHALL BE CONTAINER GROWN
 2. IF MINIMUM OF 4" OF ORGANIC MULCH SHALL BE PROVIDED AT TIME OF PLANTING IN ALL PLANTING BEDS
 3. EACH LARGE TREE, SMALL TREE OR LARGE SHRUB SHALL BE PLANTED AT LEAST (48") INCHES FROM EDGE OF ANY PAVED SURFACE
 4. ALL PLANT AREAS WILL BE PROTECTED BY A 6" CONCRETE CURB OR WHEEL STOP
 5. GENERAL MAINTENANCE, REQUIRED PLANTS SHALL BE MAINTAINED IN A HEALTHY CONDITION AT ALL TIMES. THE PROPERTY OWNER IS RESPONSIBLE REGULAR WEEDING, MOWING OF GRASS, IRRIGATING, FERTILIZING, PEST PREVENTION, PRUNING AND OTHER MAINTENANCE OF ALL PLANTINGS AS NEEDED. ANY PLANT THAT DOES NOT THRIVE SHALL BE REPLACED WITH ANOTHER LIVING PLANT THAT IS COMPATIBLE TO THE EXISTING PLANT MATERIAL SPECIFIED IN THE APPROVED LANDSCAPE PLAN
 6. LANDSCAPE AREAS WILL BE IRRIGATED WITH A SYSTEM THAT IS SUITABLE FOR "WATER EFFICIENT LANDSCAPE" WITHIN MAINT. (90) DAYS AFTER NOTIFICATION BY THE CITY AND TO ACHIEVE LEED CREDIT 1.1. "WATER EFFICIENT LANDSCAPING, REDUCE BY 30%"
 7. THE IRRIGATION SYSTEM WILL BE A LOW PRESSURE, UNDERGROUND DRIP IRRIGATION SYSTEM. THIS SYSTEM WILL CONTAIN A RAIN GAUGE, FREEZE/THAW SENSOR, AND SENSITIVE METER WITHIN 100' OF THE NEWLY INSTALLED PLANT MATERIAL.
 8. ALL BEDS ARE MULCHED: 3" DEPTH
- LANDSCAPE FIRE RISK MITIGATION**
52 PARKING SPACES X 30' X 50' EACH = 4 A.C. ZONE = 3,400 SF
12% OF THE CROSS PARKING AREA REQUIRED TO BE LANDSCAPED
12% OF THE CROSS PARKING AREA PROPOSED TO BE LANDSCAPED
10X = 340 SF REQUIRED
25X = 850 SF PROVIDED

PROPOSED PLANT MATERIAL KEY (USDB/LEED)



EXISTING PLANT MATERIAL KEY



PLANT SCHEDULE:

PLANT	COMMON NAME	SCIENTIFIC NAME	SIZE	REMARKS
02	CELANO	CELANO	10'-12" CAL	LIMITED HEIGHT, FULL CROWN
03	SHALBARD RED OAK	QUERCUS SHALBARD	7'-8" CAL	LIMITED HEIGHT, FULL CROWN
04	HOUSTON LIVE OAK	QUERCUS HOUSTONIA	10'-12" CAL	LIMITED HEIGHT, FULL CROWN
05	EASTERN RED CEDAR	TAXUS RICHII	10'-12" CAL	LIMITED HEIGHT, FULL CROWN
06	WAX WHITE	FRAXINUS VIRGINIANA	10'-12" CAL	LIMITED HEIGHT, FULL CROWN
07	DWARF TEXAS SAGE	LEUCODENDRUM FRUTICOSUM	17" CAL	PLANT 18" D.C.
08	DWARF WAX WHITE	COMPACTION	7" CAL	PLANT 18" D.C.
09	SOFT TOP YUCCA	YUCCA FILIFERA	7" CAL	PLANT 18" D.C.
10	DWARF YUCCA	YUCCA FILIFERA	7" CAL	PLANT 18" D.C.
11	DWARF YUCCA	YUCCA FILIFERA	7" CAL	PLANT 18" D.C.
12	SALVIA GRECA	SALVIA GRECA	7" CAL	PLANT 18" D.C.
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62	SALVIA GRECA	SALVIA GRECA	7" CAL	PLANT 18" D.C.
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90	SALVIA GRECA	SALVIA GRECA	7" CAL	PLANT 18" D.C.
91	SALVIA GRECA	SALVIA GRECA	7" CAL	PLANT 18" D.C.
92	SALVIA GRECA	SALVIA GRECA	7" CAL	PLANT 18" D.C.
93	SALVIA GRECA	SALVIA GRECA	7" CAL	PLANT 18" D.C.
94	SALVIA GRECA	SALVIA GRECA	7" CAL	PLANT 18" D.C.
95	SALVIA GRECA	SALVIA GRECA	7" CAL	PLANT 18" D.C.
96	SALVIA GRECA	SALVIA GRECA	7" CAL	PLANT 18" D.C.
97	SALVIA GRECA	SALVIA GRECA	7" CAL	PLANT 18" D.C.
98	SALVIA GRECA	SALVIA GRECA	7" CAL	PLANT 18" D.C.
99	SALVIA GRECA	SALVIA GRECA	7" CAL	PLANT 18" D.C.
100	SALVIA GRECA	SALVIA GRECA	7" CAL	PLANT 18" D.C.

NOTE: PREPARE SITE FOR MULCHFLOWER AND NATIVE GRASS MIX ACCORDING TO INDUSTRY STANDARDS. WE RECOMMEND CONSULTING WITH NATIVE AMERICAN SEED FOR PROPER RED PREPARATION FOR THIS REGION. CONFIRMATION OF RED PREP METHOD WILL BE REQUIRED.

ORGANIC MULCH/SOIL AMENDMENTS (USDB)

ORGANIC MULCH (SHADED HARDWOOD BARK) 4" DEEP IN WALK
SOIL AMENDMENTS: 3" DEPTH MIN
APPLY TO ALL PLANTING BEDS
ALL LANDSCAPE BEDS MUST BE 1/2" DEEP IN WALK

PROJECT
WELLS FARGO BANK
CENTRAL DR.
BEDFORD, TX 76021
5,000 SF

ARCHITECT
S | G | Design
3311 Elm Street, Suite 105
Dallas, Texas 75226
214-742-6044
214-742-6041 Fax

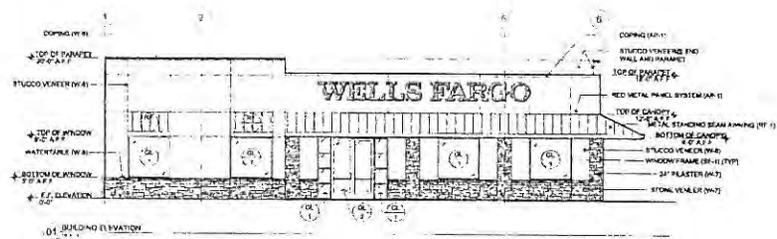
ARCHITECTS SEAL
11-21-11

CONSULTANT
RYBA LANDSCAPE ARCHITECTS
1920 Abrams Parkway #148
Dallas, TX 75244
(214) 819-3073
(214) 819-3073
(972) 759-2628

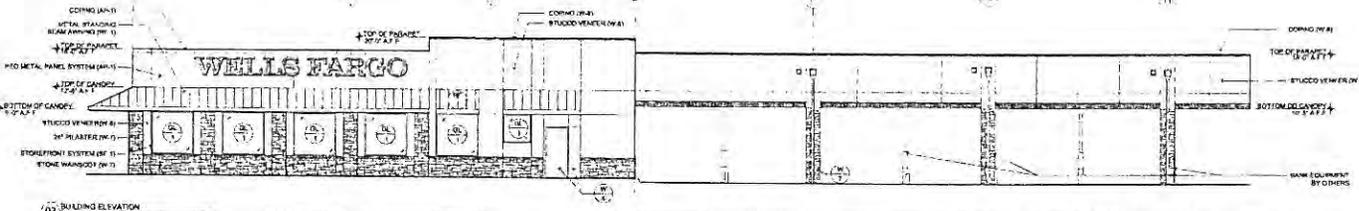
DRAWING INFO
FILE: 111811TW186L.DWG
CHECKED BY: RYBA
SHEET NUMBER
LANDSCAPE PLAN
L1.01

A SITE LANDSCAPE PLAN

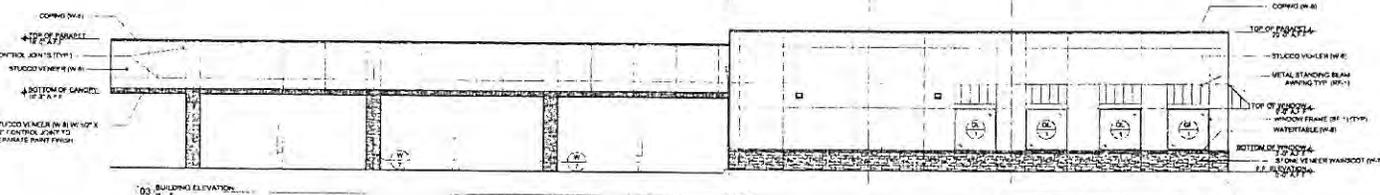
P&Z MTG, 12/08/11
S-053
Revised Material
Received 12/7/11



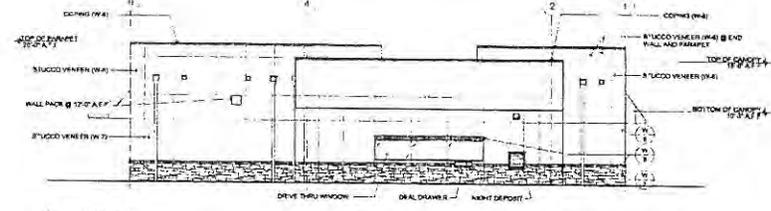
01 BUILDING ELEVATION



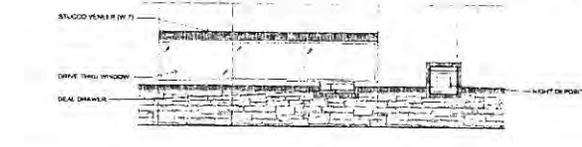
02 BUILDING ELEVATION



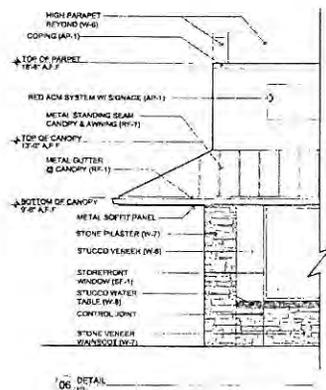
03 BUILDING ELEVATION



04 BUILDING ELEVATION



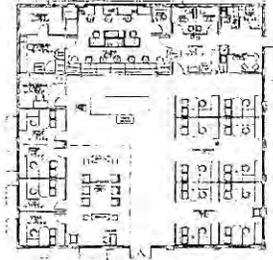
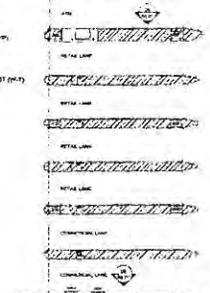
05 BUILDING DETAIL



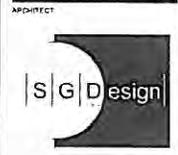
06 DETAIL

EXTERIOR WALL FINISHES

- W-1 FIELD STUCCO (ALL AREAS UNLESS NOTED)
- W-2 MANUFACTURED STONE VENEER
- W-3 ADHESIVE & WATER TABLE STUCCO, BULKHEAD SMOOKE AND SP-RIMMEL BUILT
- W-4 1/2\"/>



PROJECT
WELLS FARGO BANK
 2225 CENTRAL DR
 BEDFORD, TX 76021
 5,000 SF DENOVO



3311 Elm Street, Suite 105
 Dallas, TEXAS 75226
 214-742-8044
 214-742-8041 Fax

ARCHITECT'S
 SEAL

CHECKED, TARI

ISSUE HISTORY

ISSUE FOR REVIEW	DATE

DRAWING NO: D

FILE: A501 Proj/Jan-Stone.dwg

CHECKED BY: JS

SHEET NUMBER

BUILDING ELEVATIONS

A5.01

P&Z MTG, 12/08/11
 S-053
 Revised Material
 Received 12/7/11



Council Agenda Background

PRESENTER: Maria Redburn, Library Manager

DATE: 01/10/12

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

ITEM:

Consider a resolution authorizing the City Manager to expend funds for an annual payment in the amount of \$38,243 for the renewal of the extended maintenance and technical support agreement with Innovative Interfaces, Inc.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Innovative Interfaces, Inc. (III) extended maintenance agreement is an annual hardware and technical support contract for the III equipment that supports the Bedford Public Library's integrated library system. Funding for the annual payment was approved in the FY 2011/2012 budget. The one-year renewal agreement covers a period from 01/01/2012 through 12/31/2012, with one annual payment.

A total of \$36,000 dollars was budgeted for this line item. III sent an invoice this year for \$38,243, which reflects an increase of \$2,243 dollars due to the additional SIP licenses purchased for the Automated Materials Handling system, checkout stations and security gates to be able to communicate with the Integrated Library System. The amount over budget will be covered by Information Services.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to expend funds for an annual payment in the amount of \$38,243 for the renewal of the extended maintenance and technical support agreement with Innovative Interfaces, Inc.

FISCAL IMPACT:

\$38,243 from the General Fund.

ATTACHMENTS:

Resolution Agreement

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS FOR AN ANNUAL PAYMENT IN THE AMOUNT OF \$38,243 FOR THE RENEWAL OF THE EXTENDED MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT WITH INNOVATIVE INTERFACES, INC.

WHEREAS, the City Council of Bedford, Texas, has determined the public necessity for annual hardware maintenance and technical support to the Bedford Public Library's automated system; and,

WHEREAS, the City Council approved funds for such software maintenance in the FY 2011/2012 budget.

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 expend funds for an annual payment for the existing one year software maintenance agreement, attached as Exhibit 'A,' with Innovative Interfaces, Inc. for hardware maintenance and technical support of Bedford Public Library's automated system.

PASSED AND APPROVED this 10th day of January 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT

- a) This Maintenance Agreement will cover all licensed Millennium Software and central site hardware ("Hardware").
- b) Maintenance of peripheral hardware purchased from Innovative Interfaces is the responsibility of the Library.
- c) The term of this Agreement is for the period **January 1, 2012 through December 31, 2012 at \$38,243** per annum¹, in advance. Credit card payments are subject to a 3.5% fee for any invoices over \$2,000.
- d) Future maintenance charges may be subject to a price increase, which amount is not to exceed five (5%) percent per year of the yearly maintenance amount.
- e) The Library must provide direct network Internet access to the System; this would also apply to firewalls, etc. Innovative requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces will be responsible for all corrections at Innovative Interfaces' expense.
- f) Innovative Interfaces will provide the Library with new releases of the licensed Software modules so long as the Hardware and operating system used for the System is sufficient and/or compatible for the load and operation of such new release. If the Hardware or operating system is deemed not to be sufficient for installation of the new release, then the Library shall be responsible for the cost of new Hardware or operating system as may be required. If the Library declines to upgrade its Hardware or operating system to accommodate the upgrade to the licensed software, then the Library shall remain at its then current software release. For the purpose of this document, the term "new release" shall mean improvements in already licensed Software modules.
- g) If the Library adds any additional Innovative Interfaces Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Innovative Interfaces' then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.
- h) Innovative Interfaces will provide services 24 hours a day, 7 days a week. Innovative Interfaces will make its best efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.
- i) The Library agrees, to take reasonable care of the Hardware and not permit persons other than authorized representatives of Innovative Interfaces, Inc. to effect adjustments or repairs to the Hardware. The Library agrees that for Hardware supplied by Innovative Interfaces, the Library shall accept parts shipments for all plug-in or screw-in components. The shipping costs on returned RMA (returned merchandise authorization) Hardware will be the responsibility of the Library, except for the CPU and RAID, which will be the responsibility of Innovative Interfaces.
- j) Any services provided due to Library supplied equipment failure, where such equipment was not purchased from Innovative Interfaces, and over which Innovative Interfaces has no direct control, shall be billable at Innovative Interfaces' then current maintenance rates.
- k) This Maintenance Services agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the Hardware, or Library's negligence or misuse of the Hardware.
- l) The Software shall be operated as the exclusive application on the purchased Hardware
- m) If the Library decides to cancel the Agreement, Innovative Interfaces must be notified 90 days prior to the annual renewal date.

BEDFORD PUBLIC LIBRARY
[BEDPL]

By: _____

Name:

Title:

Date: _____

INNOVATIVE INTERFACES, INC.



By:

Name: Sarita Sdoeung

Title: Senior Invoicing Specialist

Date: December 9, 2011

¹ This amount is excluded of taxes. The Library will be responsible for all applicable taxes.



Council Agenda Background

PRESENTER: Maria Redburn, Library Manager

DATE: 01/10/12

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

ITEM:

Consider a resolution authorizing the City Manager to amend the Comptroller of Public Accounts Grant Agreement for the Distributed Renewable Energy Technology Program.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On March 23, 2010, the City Council authorized the City Manager to enter into a contract with the Comptroller of Public Accounts Office to install a 244 kW grid connected solar panel system on the roof of the new Library. The Distributed Renewable Energy Technology Program Grant was for \$1,998,800. The grant contract specified that the system installed would be 244 kW. The grant specifies that any changes require a contract amendment.

The actual system installed was 251 kW. In addition, project savings resulted in the Department of Energy and State Energy and Conservation Office approving the installation of a monitoring system, 22" kiosk, public education display, and a 5-year preventative maintenance system with eight solar panels. These changes to the original contract are included in the amendment as well.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to amend the Comptroller of Public Accounts Grant Agreement for the Distributed Renewable Energy Technology Program.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution
Contract Amendment

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE COMPTROLLER OF PUBLIC ACCOUNTS GRANT AGREEMENT FOR THE DISTRIBUTED RENEWABLE ENERGY TECHNOLOGY PROGRAM.

WHEREAS, the Comptroller of Public Accounts has offered a grant to the City of Bedford for the installation of a grid connected 244 kW solar panel and monitoring system at the new Bedford Public Library; and,

WHEREAS, the system installed is 251 kW which requires the contract to be amended; and,

WHEREAS, project savings allowed for the installation of a monitoring system, 22" kiosk, public education display, and a 5-year preventative maintenance system with eight solar panels, which also requires a contract amendment; and,

WHEREAS, the City of Bedford is committed to energy efficiency in all its facilities.

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 amend the Comptroller of Public Accounts Grant Agreement for the Distributed Renewable Energy Program.

PASSED AND APPROVED this 10th day of January 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

**AMENDMENT NO. 1
TO
CONTRACT NO. CS0066
BETWEEN
THE CITY OF BEDFORD
AND
COMPTROLLER OF PUBLIC ACCOUNTS
STATE ENERGY CONSERVATION OFFICE (SECO)
RELATED TO
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
DISTRIBUTED RENEWABLE ENERGY TECHNOLOGY PROGRAM**

I. Recitals

This Amendment No. 1 (Amendment) to the Contract No. CS0066 (Agreement) is entered into by and between the Comptroller of Public Accounts (Comptroller) and the City of Bedford (Subrecipient), 2000 Forest Ridge Drive Bedford, Texas 76201.

WHEREAS, Comptroller and Subrecipient entered into the Agreement effective March 24, 2010;

WHEREAS, Comptroller and Subrecipient desire to execute this Amendment to amend the Attachment A, "Deliverables and Budget" to the Agreement;

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

II. Amendment

The parties agree to amend the Agreement by deleting Attachment A, "Deliverables and Budget" to the Agreement in its entirety and replacing it with Attachment A, "Deliverables and Budget" attached to and incorporated into this Amendment as Exhibit 1.

III. Incorporation of Amendments

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

IV. Signatories

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

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

COMPTROLLER OF PUBLIC ACCOUNTS

City of Bedford

By _____

**Martin A. Hubert
Deputy Comptroller**

By _____

**Beverly Queen Griffith
City Manager**

Date _____

Date _____

**ATTACHMENT A- Amendment #1
DELIVERABLES AND BUDGET**

A. Subrecipient shall provide the following services during the period of this Agreement and all services reasonably related to them. The Comptroller may request additional records, information or reports related to the services hereinafter described and funded by the Comptroller pursuant to Attachment B.

The minimum deliverables and milestones are summarized as follows:

Deliverables	Milestone/Timeline
1. Subrecipient shall oversee installation of a 251kW grid-connected roof mounted solar PV system. Subrecipient shall ensure that compliance with all state, federal, and local laws regarding the installation of the technology. The subrecipient shall also coordinate with subcontractor to oversee permitting, site preparation and installation activity.	Upon Contract Execution - May 2010
2. Subrecipient shall oversee installation of a data monitoring system which will gather, record, and display system performance. The data monitoring system will gather energy performance and savings (pre- and post-installation). The monitoring system will track real time power output and store data to allow the display of hourly, daily, monthly and yearly totals as well as to date totals for current day, month, and year. The monitoring system will also include a 22" Kiosk touch screen unit with integrated PC.	May 2010 - Ongoing
<p>CT's will be installed at the main switchgear to monitor building electricity consumption; and, data will be integrated into DECK display showing the comparison of PV production against building consumption.</p>	
<p>Library lobby display will be installed to educate the public on solar installations. The display will integrate elements for both adults and children.</p>	
<p>The project will include a 5 year maintenance agreement that includes 8 spare solar panels.</p>	
3. Subrecipient shall prepare and submit a Monthly Progress Report in accordance with Attachment - L, ARRA Reporting Requirements as outlined in the Agreement.	On or by the last day of each month
4. Subrecipient shall prepare and submit a Final Project Report	30 days prior to end of contract

B. Budget

Equipment¹	\$1,387,412.00
Personnel²	\$ 0.00
Subcontract	\$611,388.00
Total	\$1,998,800.00
Funds Leveraged/Match	\$2,215,335.00

¹ Contractor shall not purchase any equipment or computer software for its performance under this Agreement without prior written approval from Agency. For this purpose, equipment is defined as tangible personal property having a useful life of more than one year and an acquisition cost of five hundred dollars (\$500.00) or more per unit. Title to and control over equipment or license of any software so purchased for Contractor's performance under this Agreement shall remain with Contractor so long as it is being used for the purpose for which it was intended under the terms of this Agreement.

² Maria Redburn, Library Manager, shall be Project Director for this project and shall be responsible for the overall supervision and conduct of the project on behalf of Contractor. Any Change of Project Director shall be subject to the prior written approval of Agency.



Council Agenda Background

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

DATE: 01/10/12

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

ITEM:

Consider a resolution authorizing the City Manager to amend the professional services agreement with Kimley-Horn and Associates, Inc., to add the amount of \$243,000, for the design of Phase I of the Boys Ranch Park Master Plan.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On January 13, 2009, the City Council approved a resolution allowing Kimley-Horn to develop the Boys Ranch Master Plan. Included in that document is language allowing for future amendments to accommodate any future design and construction phase services. Staff entered into negotiations with Kimley-Horn in order to develop a scope of services and fee for the design of Phase I of the Boys Ranch Master Plan.

The scope of services includes design as well as construction phase services once that portion of the project is funded. Specifically, the design will address the following elements:

- 1) Lake dredging and creek improvements including the reshaping of the lake and channel, uniform stabilization of the lake and creek edge in the form of a concrete and/or ledge stone retaining wall, concrete weir structures to maintain water levels in the channel, lake overlooks, fishing pier, and up to three aeration fountains in the lake and in the creek.
- 2) New concrete trails along both sides of the creek and lake including lighting, up to three pedestrian bridges, benches, and picnic tables.
- 3) New raised terrace with covered playground along the creek, disc golf course, and additional picnic areas.
- 4) Landscaping and irrigation associated with the above improvements.

In July 2010, the City Council approved \$322,000 for this project. Additional geotechnical, surveying and other work may be necessary to complete the design. Those costs are in addition to the \$243,000. Once the design is complete, any remaining funds can be applied to future construction costs.

Estimated completion date of the design is July 2012. This item has been reviewed by the City Attorney, as well as the City's contract engineer.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to amend the professional services agreement with Kimley-Horn and Associates, Inc., to add the amount of \$243,000, for the design of Phase I of the Boys Ranch Park Master Plan.

FISCAL IMPACT:

\$243,000 from the 2011 Certificates of Obligation.

ATTACHMENTS:

Resolution Amendment #1

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO ADD THE AMOUNT OF \$243,000, FOR THE DESIGN OF PHASE I OF THE BOYS RANCH PARK MASTER PLAN.

WHEREAS, the City Council of Bedford, Texas determines the necessity to design the Phase I of the Boys Ranch Park Master Plan improvements; and,

WHEREAS, Kimley-Horn and Associates, Inc., has provided the necessary scope and detailed outline for the work necessary.

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

SECTION 1. That the City Council authorizes the City Manager to amend the professional services agreement with Kimley-Horn and Associates, Inc. in the amount of \$243,000 for the design of Phase I of the Boys Ranch Park Master Plan.

SECTION 2. Funding in the amount of \$243,000 will come from the 2011 Certificates of Obligation.

PASSED AND APPROVED the 10th day of January 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

December 14, 2011

Ms. Mirenda McQuagge-Walden
City of Bedford
Managing Director –Community Services
2000 Forest Ridge Drive
Bedford, TX 76021

■
Suite 275
2201 West Royal Lane
Irving, Texas
75063-3206

Re: *City Facilities and Boys Ranch Park Master Plan
Amendment #1 – Phase I Development (Revision #2)*

Dear Mirenda:

The scope of services as outlined below is based upon our meetings and conversations regarding the addition to our current scope of work. The fees in this revision represent a 10% reduction in the total proposed fees in consideration of our long-standing relationship with the City of Bedford.

Kimley-Horn and Associates, Inc. will provide professional design services for Phase I of the City Facilities and Boys Ranch Park Master Plan. We have modified our original proposal to include the additional meetings and scope per your recent request and have adjusted the schedule for starting the work in February 2012.

The Scope of Services as outlined on the following pages is based upon our recent discussions:

Project Understanding

Kimley-Horn and Associates, Inc. (Consultant) understands that the City of Bedford (Client) intends to prepare construction documents for Phase I of the City Facilities and Boys Ranch Park Master Plan (Project).

Items of work that the Client has included in this project are:

- 1) Lake dredging and creek improvements including the reshaping of the lake and channel, uniform stabilization of the lake and creek edge in the form of a Concrete and/or ledge stone retaining wall, concrete weir structures to maintain water levels in the channel, lake overlooks, fishing pier, and up to three (3) aeration fountains in the lake and in the creek.
- 2) New concrete trails along both sides of the creek and lake including lighting, up to three (3) pedestrian bridges, benches, and picnic tables.
- 3) New raised terrace with covered playground along the creek, disc golf course, and additional picnic areas.
- 4) Landscaping and irrigation associated with the above improvements.

Needs the Client would like to fulfill with the completion of Phase I of the Cities Facilities and Boys Ranch Park Master Plan may include:

- 1) Improve functionality of the park along the lake and creek.
- 2) Improve the maintainability of the improvements (playground, trails, picnic areas, plantings, etc) along the lake and creek.
- 3) Improve accessibility to the lake, creek, and other park amenities.

The tentative total project budget established for Phase I of the Cities Facilities and Boys Ranch Park Master Plan (inclusive of indirect costs - survey, geotechnical investigations, and design) is \$3.5 million.

The following scope of services is based on our recent discussions with the Client:

Client's Responsibilities

The Consultant understands that the Client will provide the following information, on which we may rely, for our use in completing this Scope of Services:

- 1) Any existing Final Plat or boundary information of the site.
- 2) Any City of Bedford design requirements or standards applicable to the project including a list of current adopted codes.
- 3) Any existing plans and specifications of the existing lake, utilities, or adjacent park improvements..

Professional Services

The Consultant will provide the following Basic services as set forth below:

Task I Schematic Design

The Consultant will prepare an exhibit for the surveyor and geo-technical engineer so the Client can initiate and provide any additional topographic survey and geo-technical investigations required for the project.

Existing Conditions and Topographic Survey

The Client will use Spooner Associates to provide any additional survey work required to complete the project. The Consultant will utilize the current topographic survey to prepare an exhibit of any additional needed information. The survey should be a detailed ground survey based upon a 50' grid, showing existing above and below ground conditions, easements, setbacks, utilities, contours at one-foot (1') intervals, spot elevations, physical features, and single trees greater than six inches (6") in diameter in the vicinity of planned improvements. The nearest boundary/property line tie-ins (two points) will be shown along with any easements. The limits of the existing adjacent parking and buildings will be shown. Also, other adjacent park improvements will be shown (parking and striping, planters, utility structures, poles, manholes, drains, cleanouts, signs, vault boxes, etc.) Datum will be tied to a benchmark or datum designated by the Client and two temporary bench marks will be provided on-site. The Consultant will use the AutoCAD files provided by the Client of the topographic survey for base maps and to prepare the site plans for the proposed site development improvements.

Geo-technical Report / Soils Investigation

The Client will use CMJ Engineering to provide any additional geo-technical engineering services for the project. This work will consist of doing additional borings in the vicinity of proposed lake and creek retaining walls and weirs and recommendations for the construction of the retaining walls and weirs. The Consultant will utilize the existing park aerials to locate the proposed type and position of borings and provide an electronic file for use by the geo-technical engineer.

Finalize Concept and Budget Allocations

Using the approved master plan the Consultant will prepare an initial layout of the project with the features to be included on 1:20 scale base plans created from the topographic survey with an updated opinion of probable cost. A preliminary plan/profile of the creek and lake will be provided with existing and proposed elevations annotated. The Consultant will prepare suggested schematic plans of the lake and creek retaining wall, playground areas, fishing piers, fountains, trails, etc. for review by the Client. The Consultant will meet with the Client to finalize features and layout for the Phase I improvements and prepare an updated opinion of probable cost.

Meetings: Two (2)

Task II Construction Documents

Once the final concept and budget allocations are set, the Consultant will proceed with the subsequent phases of the work as set forth below:

Task IIA Design Development

The Design Development phase will consist of the following tasks:

- A) Preparation of 50% construction plans and specifications for the site development improvements.
- B) Provide an opinion of probable cost and coordinate based upon the design development plans.
- C) Provide information as necessary on finishes and equipment: lighting, retaining walls, weirs, trails, picnic areas, disc golf, fishing pier, picnic areas, planting, irrigation, and site utilities.
- D) Meet with Client representatives to present the 100% design development design and to obtain design development comments.
- E) Finalize the 100% design development package to reflect changes and comments determined by consensus at a meeting with Client representatives.

Meetings: Two (2)

Task IIB Construction Documents

The Construction Document phase will consist of the following tasks:

- A) Preparation of final construction plans and specifications for the site development improvements.
- B) Provide an opinion of probable cost based upon the 100% construction documents. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.
- C) Meet with Client representatives to present the 100% construction documents. (See Exhibit "C" – Attached)
- D) Finalize the 100% construction documents to reflect changes and comments determined by consensus at a meeting with Client representatives and submit for compliance review.
- E) Printing of construction document sets that are reasonably required for bidding.

Meetings: Two (2)

Task III Bidding Phase Services

The Consultant will provide Bidding Phase Services as follows:

- A) Prepare the advertisement for bids and bid documents.
- B) Assistance with pre-qualification of general contractors.
- C) Answer questions from Bidders and prepare addenda as necessary.
- D) Attend Pre-Bid Meeting.
- E) Assist the Client as required in opening bids.
- F) Provide bid tabulations and Letter of Recommendation. (A summary of the bid analysis will be provided to the Client for use in selection and award of the construction contract.)

Meetings: Two (2)

Task IV Construction Phase Services

The Consultant will provide Construction Phase Services for the project as requested by the Client, as outlined below. Please note these services do not provide a full-time resident project representative:

- A) Provide site observation visits as directed by the Client. Site observation visits shall be provided for the purpose of ascertaining for the Client that the work is in substantial or general conformance with the contract documents and design intent.
 - 1. Should non-conforming or defective work be observed, the Consultant will endeavor to immediately inform the Client's representative and Contractor conforming or remedial action is required.
 - 2. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - 3. The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- B) Conduct monthly coordination meetings with contractors, inspection personnel, and Client representatives to discuss strategy, problem areas, progress, and any required or requested coordination. Prepare a summary of these meetings and distribute them to both the Client and the contractor (maximum of fourteen meetings total to be conducted in conjunction with a site observation visit.) It is estimated that construction will take approximately twelve months.
- C) Review shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and construction documents.

- D) Provide written responses to requests for information or clarifications.
- E) Prepare and process change orders, if required.
- F) Review monthly pay requests by the contractor.
- G) Assist the Client in conducting substantial completion and final completion observations.
- H) Review of Contractor furnished As Built / Record Drawing Plans.
- I) When complete, recommend final acceptance of work.

Meetings: Fourteen (14)

Exclusions

Any items requested by the Client that are not outlined in the above scope will be considered excluded from this contract and may be provided only if requested and authorized in writing by the Client.

The Consultant can provide the following services, but they are not included in the limited scope of this proposal:

- Traffic Impact Studies or Signal Design
- Revisions due to changes in regulations
- Revisions to CD's after design approval other than clarifications
- Archaeological Survey
- Submittal, Permitting Fees, or Impact Fees
- Off-Site Utility Design
- Off-Site Roadway Design
- Off-Site Easement Descriptions
- Contractor Type Detailed Estimates (As Prepared by Estimating Service)
- Record Drawing Survey
- Preparation of Preliminary or Final Plat
- Archaeological Surveys and Investigations
- Environmental Impact Statement
- Wetlands Permitting/Delineation
- Hydraulic Storm Drainage Studies and Modeling
- Tree Identification Surveys
- Additional work due to increase in project cost and scope beyond \$3.5M
- Survey Work and Geo-technical Work
- Expenses (Mileage, prints, express delivery, ADA project registration, review, and inspection fees)

Additional Services

No additional services shall be provided without prior written authorization from the Client. Should additional services be required, the Consultant will work with the Client to develop a lump sum fee.

Fee and Billing

The Consultant will perform the Basic Services (Tasks I, II, III, and IV) for a lump sum fee of \$243,000. (See Exhibit "A" – Attached.)

Fees will be invoiced monthly in the Consultant's format via e-mail, based as applicable, upon the percentage of services performed as of the invoice date.

Expenses will be invoiced at cost x 1.10 multiplier.

Schedule for Completion

The Consultant will work with the Client to develop a mutually acceptable project schedule (See Exhibit "B" – Attached.)

Closure

Fees and times stated in this agreement are valid for sixty (60) days after the date of this letter.

If you concur in the foregoing and wish to direct us to proceed, please execute one copy of this letter documenting this contract amendment and return it for our files.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Eric Z. Smith
Assistant Secretary

Mark C. Hatchel, ASLA
Vice President / Project Manager

Attachments: Exhibits "A", "B", and "C"

By signing below, the Client acknowledges and agrees to the additional services lump sum amount of \$243,000 as Amendment #1 and that the terms and conditions of the original contract signed by the Client and dated January 22, 2009 are incorporated by reference.

AGREED to on the _____ day of _____, 2011.

City of Bedford, TX

By: _____

Beverly Griffith, City Manager

E-mail address and name for invoicing purposes:



EXHIBIT "A"

COMPENSATION

*City Facilities and Boys Ranch Park Master Plan
Amendment #1
Bedford, TX*

Basic Services (Lump Sum)

Task I	Schematic Design	\$24,300
Task II	Construction Documents	
	Task IIA Design Development	\$84,600
	Task IIB Construction Documents	\$84,600
Task III	Bidding Phase Services	\$13,050
Task IV	Construction Phase Services	<u>\$36,450</u>
Total Lump Sum Compensation		\$243,000

Note: Expenses will be invoiced at cost x 1.10 multiplier.



Kimley-Horn
and Associates, Inc.

EXHIBIT "B"

PROPOSED PROJECT SCHEDULE

***City Facilities and Boys Ranch Park Master Plan
Amendment #1
Bedford, TX***

December 1, 2011	Revised Scope and Fee Submitted for Council Agenda
January 2012	Amendment to Contract Awarded at Council
March 1, 2012	Task I --Schematic Design Complete
May 1, 2012	Task II A - Design Development Complete (50% Construction Documents)
July 1, 2012	Task II B - 100% Construction Documents Complete

Note: The following dates are tentative and based upon funding availability:

September 1, 2012	Advertise for Bid
November 1, 2012	Receive Bids
January 1, 2013	Bid Awarded/Notice to Proceed for Construction
January 1, 2014	Construction 100% Complete/Open to Public

Note: This schedule is tentative and is based upon actions by others (Client) of which the Consultant has no control. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. This schedule is preliminary in nature and is intended only for project planning purposes.



EXHIBIT "C"

PRELIMINARY LIST OF PLAN SHEETS

***City Facilities and Boys Ranch Park Master Plan
Amendment #1
Bedford, TX***

The following is an estimated sheet list for the construction document set that has been developed based upon designing the project at a scale of 1:20:

T1	Title Sheet/Index/Location Map
C0	General Notes
C1	Existing Conditions/Removal Items – Part A
C2	Existing Conditions/Removal Items – Part B
C3	Existing Conditions/Removal Items – Part C
C4	Existing Conditions/Removal Items – Part D
C5	Existing Conditions/Removal Items - Part E
C6	Existing Conditions/Removal Items – Part F
C7	Existing Conditions/Removal Items – Part G
C8	Layout Plan – Part A
C9	Layout Plan – Part B
C10	Layout Plan – Part C
C11	Layout Plan – Part D
C12	Layout Plan – Part E
C13	Layout Plan – Part F
C14	Layout Plan – Part G
C15	Jointing Plan and Detail Key – Part A
C16	Jointing Plan and Detail Key – Part B
C17	Jointing Plan and Detail Key – Part C
C18	Jointing Plan and Detail Key – Part D
C19	Jointing Plan and Detail Key – Part E
C20	Jointing Plan and Detail Key –Part F
C21	Jointing and Detail Key –Part G
C22	Grading Plan – Part A
C23	Grading Plan – Part B
C24	Grading Plan – Part C
C25	Grading Plan – Part D
C26	Grading Plan – Part E
C27	Grading Plan – Part F
C28	Grading Plan – Part G
C29	Storm Drainage Plan/Profile – Part A

C30 Storm Drainage Plan/Profile – Part B
C31 Storm Drainage Plan/Profile – Part C
C32 Storm Drainage Plan/Profile – Part D
C33 Storm Drainage Plan/Profile – Part E
C34 Storm Drainage Plan/Profile – Part F
C35 Storm Drainage Plan/Profile – Part G

C36 Erosion Control Plan – Part A
C37 Erosion Control Plan – Part B
C38 Erosion Control Plan – Part C
C39 Erosion Control Plan – Part D
C40 Erosion Control Plan – Part E
C41 Erosion Control Plan – Part F
C42 Erosion Control Plan – Part G
C43 Erosion Control Details

C44 Site Details
C45 Site Details
C46 Site Details
C47 Site Details
C48 Site Details

E1 Lighting and Electrical Plan – Part A
E2 Lighting and Electrical Plan – Part B
E3 Lighting and Electrical Plan – Part C
E4 Lighting and Electrical Plan – Part D
E5 Lighting and Electrical Plan – Part E
E6 Lighting and Electrical Plan – Part F
E7 Lighting and Electrical Plan – Part G
E8 Lighting and Electrical Details

L1 Planting Plan – Part A
L2 Planting Plan – Part B
L3 Planting Plan – Part C
L4 Planting Plan – Part D
L5 Planting Plan – Part E
L6 Planting Plan – Part F
L7 Planting Plan – Part G
L8 Planting Details

IR1 Irrigation Plan – Part A
IR2 Irrigation Plan – Part A
IR3 Irrigation Plan – Part A
IR4 Irrigation Plan – Part A
IR5 Irrigation Plan – Part A
IR6 Irrigation Plan – Part A
IR7 Irrigation Plan – Part A
IR8 Irrigation Details

Note: The above list of sheets is preliminary and may vary dependent upon the actual plan scale used and final budget allocations as the plans are completed.

ITEM 7 IS TO BE DISCUSSED BY COUNCIL IN EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.072. THE MATERIALS FOR THESE ITEMS WILL BECOME PUBLIC INFORMATION UPON COUNCIL APPROVAL. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 817.952.2104 IF YOU HAVE ANY QUESTIONS.



Council Agenda Background

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

DATE: 01/10/12

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to PM Construction & Rehab. LLC in the amount of \$73,313.20 for the City of Bedford 37th Year Community Development Block Grant (CDBG) Sanitary Sewer Improvements Project.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On March 8, 2011, the City Council held a public hearing and approved a resolution authorizing the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 37th Year Program for the sanitary sewer improvements in Winchester Way from Schumac Lane to Savannah Way, Memphis Drive from Winchester Way to Central Drive, Central Drive from Schumac Lane to Knoxville Drive and the Cul-de-sac on Savannah Way between Schumac Lane and Winchester Way. The City of Bedford was awarded \$78,000 in funding.

Tarrant County opened the bids for the City of Bedford 37th Year CDBG Project on December 21, 2011. The lowest bid was submitted by PM Construction & Rehab. LLC in the amount of \$107,817.35. with a Deductive Alternate Bid "1A" in the amount of \$17,612.85 and Deductive Alternate Bid "1B" in the amount of \$16,891.30 for a total low bid of \$73,313.20. With only \$78,000 in CDBG funding, this amount will only allow the replacement of the sanitary sewer main in Memphis Drive from Winchester Way east a distance of approximately 500' and the sanitary sewer main in Winchester Way from Savannah Way to Memphis Drive. The sanitary sewer main will be replaced by pipe bursting. Pipe bursting is a method of sanitary sewer main replacement used in lieu of digging up the street and replacing the main.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to PM Construction & Rehab. LLC in the amount of \$73,313.20 for the City of Bedford 37th Year Community Development Block Grant (CDBG) Sanitary Sewer Improvements Project.

FISCAL IMPACT:

Community Development Block Grant

ATTACHMENTS:

Resolution
Bid Tabulation
Location Map

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TARRANT COUNTY AND TO RECOMMEND TO THE COUNTY TO ACCEPT THE BID AND AWARD A CONTRACT TO PM CONSTRUCTION & REHAB. LLC IN THE AMOUNT OF \$73,313.20 FOR THE CITY OF BEDFORD 37TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SANITARY SEWER IMPROVEMENTS PROJECT.

WHEREAS, the City Council of Bedford, Texas has approved the sanitary sewer line improvements in Winchester Way from Schumac Lane to Savannah Way, Memphis Drive from Winchester Way to Central Drive, Central Drive from Schumac Lane to Knoxville Drive and the Cul-de-sac on Savannah Way between Schumac Lane and Winchester Way; and,

WHEREAS, the project budget will allow for the replacement of the sanitary sewer main in Memphis Drive from Winchester Way east a distance of approximately 500' and the sanitary sewer main in Winchester Way from Savannah Way to Memphis Drive; and,

WHEREAS, Community Development Block Grant funding in the amount of \$78,000 is available.

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to PM Construction & Rehab. LLC in the amount of \$73,313.20 for the City of Bedford 37th Year Community Development Block Grant (CDBG) Sanitary Sewer Improvements Project.

SECTION 2. That funding in the amount of \$78,000 will come from the Tarrant County CDBG.

PASSED AND APPROVED this 10th day of January 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

BID TABULATION REPORT

CLIENT: Tarrant County / City of Bedford, Texas
 PROJECT DESCRIPTION: Sanitary Sewer Improvements (Winchester/Memphis/Savannah Ct.)
 37th Year Tarrant County CDBG Project

BID DATE: December 21, 2011
 BID TIME: 10:00 AM

ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	BIDDERS									
				PM Construction & Rehab, LLC		P.C. Contractors, LLC		Enviro Remediation, Inc.		Horseshoe Construction, Inc.		UNIT COST	TOTAL
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL		
BASE BID OPTION 1													
1	Mobilization / Site Preparation	1	LS	\$2,500.00	\$2,500.00	\$8,959.10	\$8,959.10	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00		\$0.00
2	Remove Exist. 4' Dia. SSMH & Construct 4' Dia. SSMH	2	EA	\$3,400.00	\$6,800.00	\$3,812.67	\$7,625.34	\$3,000.00	\$6,000.00	\$10,000.00	\$20,000.00		\$0.00
3	Rem. Ex. 5' Dia. Drop SSMH & Constr. 5' Dia. Drop SSMH	2	EA	\$5,250.00	\$10,500.00	\$5,581.23	\$11,162.46	\$4,000.00	\$8,000.00	\$12,000.00	\$24,000.00		\$0.00
4	Remove Exist. Cleanout & Construct 4' Dia. SSMH	2	EA	\$3,400.00	\$6,800.00	\$3,519.83	\$7,039.66	\$3,750.00	\$7,500.00	\$2,250.00	\$4,500.00		\$0.00
5	8" Pipe Bursting	1,368	LF	\$36.00	\$49,248.00	\$33.11	\$45,294.48	\$34.00	\$46,512.00	\$48.00	\$65,664.00		\$0.00
6	Sawcut, Remove, and Replace Curb & Gutter	64	LF	\$21.00	\$1,344.00	\$33.79	\$2,162.56	\$40.00	\$2,560.00	\$40.00	\$2,560.00		\$0.00
7	Sawcut, Remove, & Replace 4" Reinf. Concrete Sidewalk	256	SF	\$7.00	\$1,792.00	\$7.97	\$2,040.32	\$8.00	\$2,048.00	\$15.00	\$3,840.00		\$0.00
8	Log Sewer Service Replacement	26	EA	\$650.00	\$16,900.00	\$553.50	\$14,391.00	\$900.00	\$23,400.00	\$2,000.00	\$52,000.00		\$0.00
9	Short Sewer Service Replacement	6	EA	\$400.00	\$2,400.00	\$439.67	\$2,638.02	\$600.00	\$3,600.00	\$1,500.00	\$9,000.00		\$0.00
10	6" Asphalt Pavement Replacement for Sewer Services	1,119	SF	\$5.00	\$5,595.00	\$6.51	\$7,284.69	\$7.50	\$8,392.50	\$12.00	\$13,428.00		\$0.00
11	6" Asphalt Pavement Replacement for Manholes	320	SF	\$5.00	\$1,600.00	\$6.16	\$1,971.20	\$4.00	\$1,280.00	\$10.00	\$3,200.00		\$0.00
12	Extra Depth for Manhole Constr. (in excess of 6' deep)	22.27	VF	\$105.00	\$2,338.35	\$181.82	\$4,049.13	\$250.00	\$5,567.50	\$400.00	\$8,908.00		\$0.00
	TOTAL AMOUNT BASE BID OPTION 1				\$107,817.35		\$114,617.96		\$119,860.00		\$217,100.00		\$0.00
DEDUCTIVE ALTERNATE BID "1A"													
1A-1	Remove Exist. 4' Dia. SSMH & Construct 4' Dia. SSMH	1	EA	\$3,400.00	\$3,400.00	\$3,812.67	\$3,812.67	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00		\$0.00
1A-2	8" Pipe Bursting	286	LF	\$36.00	\$10,296.00	\$33.11	\$9,469.46	\$34.00	\$9,724.00	\$48.00	\$13,728.00		\$0.00
1A-3	Sawcut, Remove, and Replace Curb & Gutter	6	LF	\$21.00	\$126.00	\$33.79	\$202.74	\$40.00	\$240.00	\$40.00	\$240.00		\$0.00
1A-4	Sawcut, Remove, and Replace 4" Reinf. Concrete Sidewalk	24	SF	\$7.00	\$168.00	\$7.97	\$191.28	\$8.00	\$192.00	\$15.00	\$360.00		\$0.00
1A-5	Long Sewer Service Replacement	3	EA	\$650.00	\$1,950.00	\$553.50	\$1,660.50	\$1,000.00	\$3,000.00	\$2,250.00	\$6,750.00		\$0.00
1A-6	6" Asphalt Pavement Replacement for Sewer Services	120	SF	\$5.00	\$600.00	\$6.51	\$781.20	\$7.50	\$900.00	\$10.00	\$1,200.00		\$0.00
1A-7	6" Asphalt Pavement Replacement for Manholes	64	SF	\$5.00	\$320.00	\$6.16	\$394.24	\$4.00	\$256.00	\$10.00	\$640.00		\$0.00
1A-8	Extra Depth for Manhole Constr. (in excess of 6' deep)	7.17	VF	\$105.00	\$752.85	\$181.82	\$1,303.65	\$250.00	\$1,792.50	\$400.00	\$2,868.00		\$0.00
	TOTAL AMOUNT BID DEDUCTIVE ALT. "1A"				\$17,612.85		\$17,815.74		\$19,104.50		\$32,786.00		\$0.00
DEDUCTIVE ALTERNATE BID "1B"													
1B-1	Remove Exist. 4' Dia. SSMH & Construct 4' Dia. SSMH	1	EA	\$3,400.00	\$3,400.00	\$3,812.67	\$3,812.67	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00		\$0.00
1B-2	Remove Exist. Cleanout & Construct 4' Dia. SSMH	1	EA	\$3,400.00	\$3,400.00	\$3,519.83	\$3,519.83	\$3,000.00	\$3,000.00	\$2,250.00	\$2,250.00		\$0.00
1B-3	8" Pipe Bursting	114	LF	\$36.00	\$4,104.00	\$33.11	\$3,774.54	\$34.00	\$3,876.00	\$48.00	\$5,472.00		\$0.00
1B-4	Sawcut, Remove, and Replace Curb & Gutter	10	LF	\$21.00	\$210.00	\$33.79	\$337.90	\$40.00	\$400.00	\$40.00	\$400.00		\$0.00
1B-5	Sawcut, Remove, & Replace 4" Reinf. Concrete Sidewalk	40	SF	\$7.00	\$280.00	\$7.97	\$318.80	\$8.00	\$320.00	\$15.00	\$600.00		\$0.00
1B-6	Long Sewer Service Replacement	5	EA	\$650.00	\$3,250.00	\$553.50	\$2,767.50	\$1,000.00	\$5,000.00	\$2,250.00	\$11,250.00		\$0.00
1B-7	6" Asphalt Pavement Replacement for Sewer Services	316	SF	\$5.00	\$1,580.00	\$6.51	\$2,057.16	\$7.50	\$2,370.00	\$10.00	\$3,160.00		\$0.00
1B-8	6" Asphalt Pavement Replacement for Manholes	128	SF	\$5.00	\$640.00	\$6.16	\$788.48	\$4.00	\$512.00	\$10.00	\$1,280.00		\$0.00
1B-9	Extra Depth for Manhole Constr. (in excess of 6' deep)	0.26	VF	\$105.00	\$27.30	\$181.82	\$47.27	\$250.00	\$65.00	\$400.00	\$104.00		\$0.00
	TOTAL AMOUNT BID DEDUCTIVE ALT. "1B"				\$16,891.30		\$17,424.15		\$18,543.00		\$31,516.00		\$0.00
	Calendar Days Bid				75		75		75		75		75

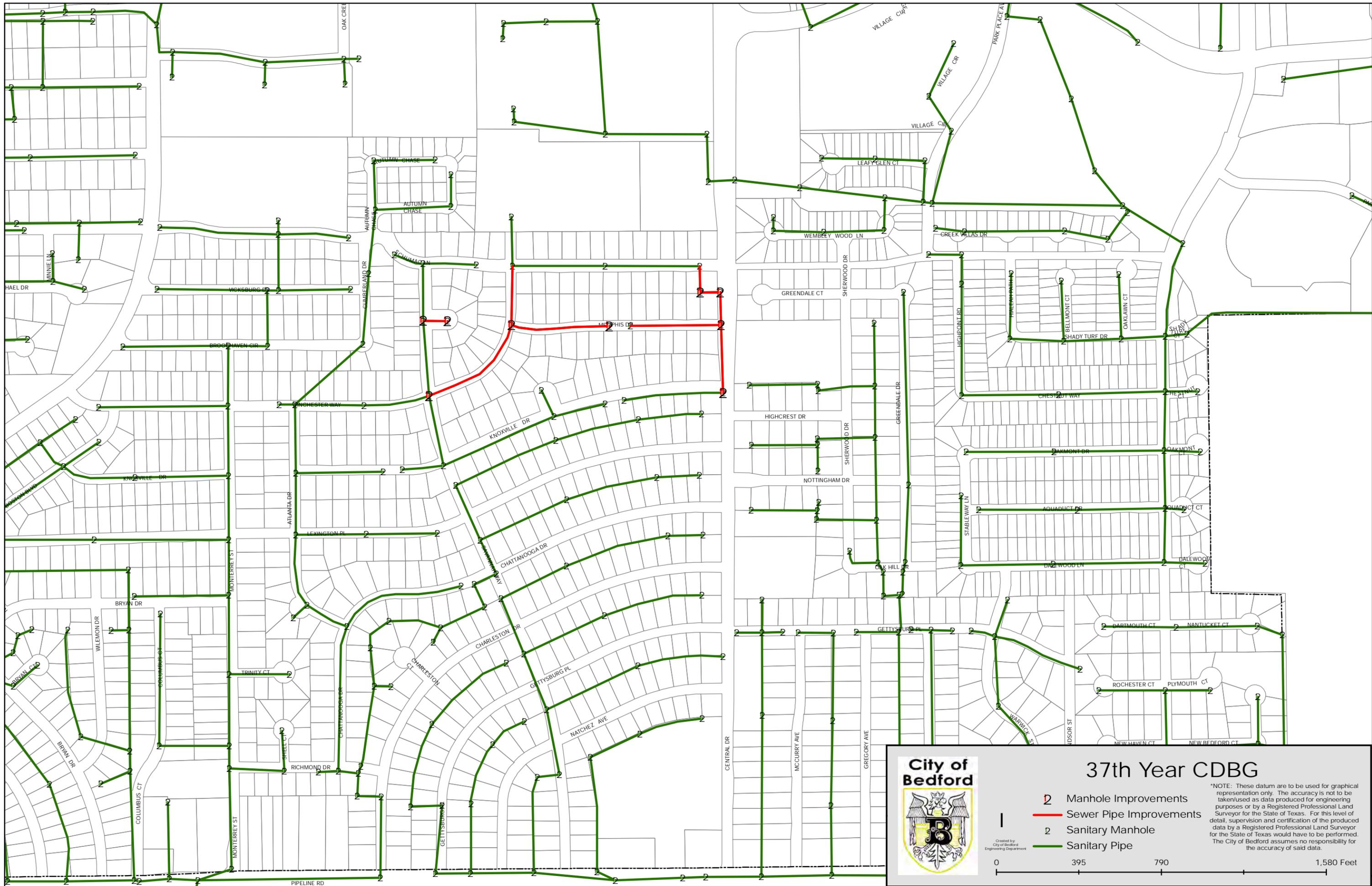
BID TABULATION REPORT

CLIENT: Tarrant County / City of Bedford, Texas
 PROJECT DESCRIPTION: Sanitary Sewer Improvements (Winchester/Memphis/Savannah Ct.
 37th Year Tarrant County CDBG Project

BID DATE: December 21, 2011
 BID TIME: 10:00 AM

BIDDERS

ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	Gra-Tex Utilities, Inc.		P.C. Contractors, LLC		UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
				UNIT COST	TOTAL	UNIT COST	TOTAL						
BASE BID OPTION 2													
1	Mobilization / Site Preparation	1	LS	\$2,500.00	\$2,500.00	\$12,291.66	\$12,291.66		\$0.00		\$0.00		\$0.00
2	Remove Exist. 4' Dia. SSMH & Construct 4' Dia. SSMH	2	EA	\$2,800.00	\$5,600.00	\$3,812.67	\$7,625.34		\$0.00		\$0.00		\$0.00
3	Rem. Ex. 5' Dia. Drop SSMH & Constr. 5' Dia. Drop SSMH	2	EA	\$4,000.00	\$8,000.00	\$5,581.18	\$11,162.36		\$0.00		\$0.00		\$0.00
4	Remove Exist. Cleanout & Construct 4' Dia. SSMH	2	EA	\$3,200.00	\$6,400.00	\$3,519.82	\$7,039.64		\$0.00		\$0.00		\$0.00
5	Furnish & Install 8" PVC Sewer Pipe	1,368	LF	\$35.00	\$47,880.00	\$20.87	\$28,550.16		\$0.00		\$0.00		\$0.00
6	Sawcut, Remove, and Replace Curb & Gutter	115	LF	\$10.00	\$1,150.00	\$33.78	\$3,884.70		\$0.00		\$0.00		\$0.00
7	Sawcut, Remove, and Replace 4" Reinf. Concrete Sidewa	525	SF	\$5.00	\$2,625.00	\$7.83	\$4,110.75		\$0.00		\$0.00		\$0.00
8	Long Sewer Service Replacement	26	EA	\$650.00	\$16,900.00	\$566.39	\$14,726.14		\$0.00		\$0.00		\$0.00
9	Short Sewer Service Replacement	6	EA	\$300.00	\$1,800.00	\$452.61	\$2,715.66		\$0.00		\$0.00		\$0.00
10	6" Asphalt Pavement Replacement for Sewer Main	4,931	SF	\$3.50	\$17,258.50	\$6.34	\$31,262.54		\$0.00		\$0.00		\$0.00
11	6" Asphalt Pavement Replacement for Sewer Services	968	SF	\$2.00	\$1,936.00	\$6.50	\$6,292.00		\$0.00		\$0.00		\$0.00
12	6" Asphalt Pavement Replacement for Manholes	320	SF	\$2.00	\$640.00	\$6.16	\$1,971.20		\$0.00		\$0.00		\$0.00
13	Extra Depth for Manhole Constr. (in excess of 6' deep)	22.27	VF	\$85.00	\$1,892.95	\$181.82	\$4,049.13		\$0.00		\$0.00		\$0.00
14	Sawcut, Remove, and Replace 5" Reinf. Conc. Driveway	408	SF	\$7.00	\$2,856.00	\$4.95	\$2,019.60		\$0.00		\$0.00		\$0.00
15	Trench Safety	1,368	LF	\$0.50	\$684.00	\$2.05	\$2,804.40		\$0.00		\$0.00		\$0.00
TOTAL AMOUNT BASE BID OPTION 2					\$118,122.45		\$140,505.28		\$0.00		\$0.00		\$0.00
DEDUCTIVE ALTERNATE BID "2A"													
2A-1	Remove Exist. 4' Dia. SSMH & Construct 4' Dia. SSMH	1	EA	\$2,800.00	\$2,800.00	\$3,519.82	\$3,519.82		\$0.00		\$0.00		\$0.00
2A-2	Furnish & Install 8" PVC Sewer Pipe	286	LF	\$35.00	\$10,010.00	\$20.87	\$5,968.82		\$0.00		\$0.00		\$0.00
2A-3	Sawcut, Remove, and Replace Curb & Gutter	6	LF	\$10.00	\$60.00	\$33.78	\$202.68		\$0.00		\$0.00		\$0.00
2A-4	Sawcut, Remove, and Replace 4" Reinf. Concrete Sidewa	24	SF	\$5.00	\$120.00	\$7.83	\$187.92		\$0.00		\$0.00		\$0.00
2A-5	Long Sewer Service Replacement	3	EA	\$650.00	\$1,950.00	\$566.39	\$1,699.17		\$0.00		\$0.00		\$0.00
2A-6	6" Asphalt Pavement Replacement for Sewer Main	1,114	SF	\$3.50	\$3,899.00	\$6.34	\$7,062.76		\$0.00		\$0.00		\$0.00
2A-7	6" Asphalt Pavement Replacement for Sewer Services	100	SF	\$2.00	\$200.00	\$6.50	\$650.00		\$0.00		\$0.00		\$0.00
2A-8	6" Asphalt Pavement Replacement for Manholes	64	SF	\$2.00	\$128.00	\$6.16	\$394.24		\$0.00		\$0.00		\$0.00
2A-9	Extra Depth for Manhole Constr. (in excess of 6' deep)	7	VF	\$125.00	\$896.25	\$181.82	\$1,303.65		\$0.00		\$0.00		\$0.00
2A-10	Trench Safety	286	LF	\$0.50	\$143.00	\$2.05	\$586.30		\$0.00		\$0.00		\$0.00
TOTAL AMOUNT BID DEDUCTIVE ALT. "2A"					\$20,206.25		\$21,575.36		\$0.00		\$0.00		\$0.00
DEDUCTIVE ALTERNATE BID "2B"													
2B-1	Remove Exist. 4' Dia. SSMH & Construct 4' Dia. SSMH	1	EA	\$2,800.00	\$2,800.00	\$3,812.67	\$3,812.67		\$0.00		\$0.00		\$0.00
2B-2	Remove Exist. Cleanout & Construct 4' Dia. SSMH	1	EA	\$2,800.00	\$2,800.00	\$3,519.82	\$3,519.82		\$0.00		\$0.00		\$0.00
2B-3	Furnish & Install 8" PVC Sewer Pipe	114	LF	\$35.00	\$3,990.00	\$20.87	\$2,379.18		\$0.00		\$0.00		\$0.00
2B-4	Sawcut, Remove, and Replace Curb & Gutter	10	LF	\$10.00	\$100.00	\$33.78	\$337.80		\$0.00		\$0.00		\$0.00
2B-5	Sawcut, Remove, and Replace 4" Reinf. Concrete Sidewa	40	SF	\$5.00	\$200.00	\$7.83	\$313.20		\$0.00		\$0.00		\$0.00
2B-6	Long Sewer Service Replacement	5	EA	\$650.00	\$3,250.00	\$566.39	\$2,831.95		\$0.00		\$0.00		\$0.00
2B-7	6" Asphalt Pavement Replacement for Sewer Main	536	SF	\$3.50	\$1,876.00	\$6.34	\$3,398.24		\$0.00		\$0.00		\$0.00
2B-8	6" Asphalt Pavement Replacement for Sewer Services	297	SF	\$3.00	\$891.00	\$6.50	\$1,930.50		\$0.00		\$0.00		\$0.00
2B-9	6" Asphalt Pavement Replacement for Manholes	128	SF	\$3.00	\$384.00	\$6.16	\$788.48		\$0.00		\$0.00		\$0.00
2B-10	Trench Safety	114	LF	\$1.00	\$114.00	\$2.05	\$233.70		\$0.00		\$0.00		\$0.00
TOTAL AMOUNT BID DEDUCTIVE ALT. "2B"					\$16,405.00		\$19,545.54		\$0.00		\$0.00		\$0.00
Calendar Days Bid					75		75		75		75		75



37th Year CDBG

-  Sewer Pipe Improvements
-  Sanitary Manhole
-  Sanitary Pipe

Created by:
City of Bedford
Engineering Department

0 395 790 1,580 Feet

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



Council Agenda Background

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

DATE: 01/10/12

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with C. Green Scaping, L.P., in the amount of \$263,132, for the Post Office Channel Improvements.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The drainage channel located in Boys Ranch immediately adjacent to the east side of the Post Office is eroded to the point that it is a threat to the Post Office building and parking lot. The channel is close to undermining the building and the parking lot. Repairs need to be made to the channel to prevent that from happening.

The new channel improvements were designed to be compatible with the Boys Ranch Master Plan. The improvements to the channel will also require the adjustment of a sanitary sewer line in the amount of \$25,560. The low bid was submitted by C. Green Scaping, L.P. in the amount of \$263,132.

The sanitary sewer improvements will be funded out of the 2010 Wastewater Certificates of Obligation. Funding in the amount of \$48,000 was provided in the 2010 Wastewater Certificates of Obligation for the Hurst-Bedford Sanitary Sewer Connection Study. This study has been postponed indefinitely as a result of an agreement with the City of Hurst. The funds can now be used for this project. This will leave \$237,572 to be financed by the Stormwater Fund. \$176,000 was budgeted for the construction of the channel. Funding in the amount of \$61,572 will come from the Stormwater Fund Reserve. The Stormwater Fund Reserve has funds available in excess of the 90 day Reserve requirement that can be used to fund the additional cost.

The costs exceeded the original estimate for two reasons. One was the necessity of installing concrete weirs to prevent future erosion. The other is the length of the concrete culvert needed to redirect the flow from the existing culvert beneath Harwood Road.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with C. Green Scaping, L.P., in the amount of \$263,132, for the Post Office Channel Improvements.

FISCAL IMPACT:

\$25,560 from the 2010 Wastewater Certificates of Obligation, \$176,000 from the Stormwater Fund Operations budget, and \$61,572 from the Stormwater Fund Reserve.

ATTACHMENTS:

Resolution
Bid Tabulation
Project Layout

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH C. GREEN SCAPING, L.P., IN THE AMOUNT OF \$263,132, FOR THE POST OFFICE CHANNEL IMPROVEMENTS.

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

WHEREAS, the City of Bedford has determined these improvements will prevent future erosion damage.

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

SECTION 1. That the City Council authorizes the City Manager to enter into a contract C. Green Scaping, L.P. in the amount of \$263,132 for the Post Office Channel Improvements.

SECTION 2. Funding in the amount of \$25,560 will come from the 2010 Wastewater Certificates of Obligation, \$176,000 will come from the Stormwater Fund Operations budget and \$61,572 will come from the Stormwater Fund Reserve.

PASSED AND APPROVED the 10th day of January 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

BID TABULATION REPORT

City of Bedford, Texas
PROJECT DESCRIPTION: Post Office Channel Improvements
BID REFERENCE NUMBER: 12-SW-1

Bid Date: December 7, 2011
BID TIME: 10:00 AM

			BIDDERS									
			C. Green Scaping, L.P.		Guerreros Construction		Laughley Bridge & Construction		P.C. Contractors		2L Construction, L.L.C.	
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Mobilization	1	LS	\$8,000.00	\$8,000.00	\$2,500.00	\$2,500.00	\$28,000.00	\$28,000.00	\$14,127.10	\$14,127.10	\$10,500.00	\$10,500.00
Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control	1	LS	\$12.00	\$8,800.00	\$3.00	\$14,700.00	\$11.00	\$53,900.00	\$10.61	\$51,989.00	\$12.00	\$58,800.00
Unclassified Channel Excavation	4,900	CY	\$4,250.00	\$4,250.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$3,170.42	\$3,170.42	\$2,800.00	\$2,800.00
General Site Preparation	1	LS	\$2,224.00	\$2,224.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$2,871.03	\$2,871.32	\$6,000.00	\$6,000.00
Parallel Headwall (TxDOT PW)	1	EA	\$11,700.00	\$11,700.00	\$17,800.00	\$17,800.00	\$25,200.00	\$25,200.00	\$19,578.34	\$19,578.34	\$18,000.00	\$18,000.00
6" Concrete Riprap	3	CY	\$130.00	\$390.00	\$350.00	\$1,050.00	\$400.00	\$1,200.00	\$738.56	\$2,215.68	\$290.00	\$870.00
12" Gabion Mattress	321	SY	\$88.00	\$28,248.00	\$88.00	\$28,248.00	\$80.00	\$25,685.00	\$100.75	\$32,340.75	\$107.00	\$34,347.00
Concrete Weir #1 (all inclusive)	1	LS	\$24,800.00	\$24,800.00	\$32,485.00	\$32,485.00	\$2,500.00	\$2,500.00	\$32,330.14	\$32,330.14	\$25,200.00	\$25,200.00
Concrete Weir #2 (all inclusive)	1	LS	\$19,600.00	\$19,600.00	\$31,595.00	\$31,595.00	\$22,000.00	\$22,000.00	\$33,000.54	\$33,000.54	\$24,400.00	\$24,400.00
3'x3' Junction w/ Paramex Manhole	2	EA	\$990.00	\$1,980.00	\$3,800.00	\$7,600.00	\$5,000.00	\$10,000.00	\$4,131.80	\$8,263.60	\$3,800.00	\$7,600.00
9'x5' RCB	66	LF	\$340.00	\$22,440.00	\$585.00	\$38,610.00	\$280.00	\$18,480.00	\$401.43	\$26,494.38	\$400.00	\$26,400.00
6'x4' RCB	45	LF	\$510.00	\$22,950.00	\$495.00	\$22,275.00	\$220.00	\$9,900.00	\$263.13	\$11,840.85	\$295.00	\$13,275.00
42" RCP	13	LF	\$184.00	\$2,392.00	\$140.00	\$1,820.00	\$125.00	\$1,625.00	\$150.88	\$1,961.44	\$190.00	\$2,470.00
24" RCP	60	LF	\$68.00	\$4,080.00	\$85.00	\$5,100.00	\$65.00	\$3,900.00	\$67.86	\$4,071.60	\$57.00	\$3,420.00
18" RCP	68	LF	\$52.00	\$3,536.00	\$75.00	\$5,100.00	\$60.00	\$4,080.00	\$52.37	\$3,561.16	\$49.00	\$3,332.00
12" PVC Storm Drain Pipe	12	LF	\$30.00	\$360.00	\$35.00	\$420.00	\$100.00	\$1,200.00	\$33.81	\$405.72	\$54.00	\$648.00
Sod	5,750	SY	\$3.00	\$17,250.00	\$3.00	\$17,250.00	\$4.00	\$23,000.00	\$2.55	\$14,662.50	\$4.50	\$25,875.00
Asphalt Pavement Repair	13	SY	\$30.00	\$390.00	\$75.00	\$975.00	\$80.00	\$1,040.00	\$171.80	\$2,233.40	\$160.00	\$2,080.00
Concrete Curb and Gutter	28	LF	\$26.00	\$728.00	\$30.00	\$840.00	\$25.00	\$700.00	\$21.66	\$606.48	\$20.00	\$560.00
5' Wide Concrete Sidewalk	785	SF	\$4.40	\$3,454.00	\$5.00	\$3,925.00	\$4.00	\$3,140.00	\$4.20	\$3,297.00	\$4.25	\$3,336.25
5' Drop Sanitary Sewer Manhole (8'-12' Deep)	1	EA	\$4,980.00	\$4,980.00	\$5,300.00	\$5,300.00	\$5,500.00	\$5,500.00	\$5,448.61	\$5,448.61	\$5,600.00	\$5,600.00
5' Standard Sanitary Sewer Manhole (8'-12' Deep)	2	EA	\$6,240.00	\$12,480.00	\$4,700.00	\$9,400.00	\$4,000.00	\$8,000.00	\$5,080.05	\$10,160.10	\$4,200.00	\$8,400.00
8" Class 350 Ductile Iron Sewer Pipe with Interior Lining	100	LF	\$56.00	\$5,600.00	\$60.00	\$6,000.00	\$70.00	\$7,000.00	\$60.43	\$6,043.00	\$75.00	\$7,500.00
Sanitary Sewer Trench Safety	100	LF	\$6.00	\$600.00	\$15.00	\$1,500.00	\$1.00	\$100.00	\$18.53	\$1,853.00	\$8.00	\$800.00
Sanitary Sewer Post Television Inspection	100	LF	\$5.00	\$500.00	\$8.50	\$850.00	\$3.00	\$300.00	\$6.10	\$610.00	\$8.00	\$800.00
Remove Ex SSMH	1	EA	\$1,400.00	\$1,400.00	\$750.00	\$750.00	\$250.00	\$250.00	\$460.49	\$460.49	\$1,000.00	\$1,000.00
Total Amount Bid				\$263,132.00		\$263,593.00		\$266,700.00	\$49.00	\$293,596.62		\$294,013.25
Completion Date Bid (Calendar Days)				120		120		120		120		120

BID TABULATION REPORT

City of Bedford, Texas
PROJECT DESCRIPTION: Post Office Channel Improvements
BID REFERENCE NUMBER: 12-SW-1

Bid Date: December 7, 2011
Bid Time: 10:00 AM

			BIDDERS									
			Humphrey & Morton Construction Company, Inc.		CPS Civil, L.L.C.		Jeske Construction Company		Walker Utilities		Northstar Construction, Inc.	
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Mobilization	1	LS	\$26,800.00	\$26,800.00	\$5,000.00	\$5,000.00	\$7,200.00	\$7,200.00	\$2,750.00	\$2,750.00	\$24,000.00	\$24,000.00
Pollution Prevention and Control	1	LS	\$2,200.00	\$2,200.00	\$4,000.00	\$4,000.00	\$2,200.00	\$2,200.00	\$3,750.00	\$3,750.00	\$5,000.00	\$5,000.00
Unclassified Channel Excavation	4,900	CY	\$11.40	\$55,860.00	\$20.00	\$98,000.00	\$8.00	\$39,200.00	\$10.00	\$49,000.00	\$19.00	\$93,100.00
General Site Preparation	1	LS	\$15,550.00	\$15,550.00	\$45,000.00	\$45,000.00	\$3,600.00	\$3,600.00	\$35,500.00	\$35,500.00	\$20,000.00	\$20,000.00
Parallel Headwall (TxDOT PW)	1	EA	\$17,750.00	\$17,750.00	\$14,000.00	\$14,000.00	\$19,500.00	\$19,500.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00
6" Concrete Riprap	3	CY	\$397.70	\$1,193.10	\$350.00	\$1,050.00	\$470.00	\$1,410.00	\$1,000.00	\$3,000.00	\$500.00	\$1,500.00
12" Gabion Mattress	321	SY	\$106.60	\$34,218.60	\$70.00	\$22,470.00	\$90.00	\$28,890.00	\$125.00	\$40,125.00	\$80.00	\$25,680.00
Concrete Weir #1 (all inclusive)	1	LS	\$28,300.00	\$28,300.00	\$25,000.00	\$25,000.00	\$52,820.00	\$52,820.00	\$44,500.00	\$44,500.00	\$38,000.00	\$38,000.00
Concrete Weir #2 (all inclusive)	1	LS	\$27,290.00	\$27,290.00	\$25,000.00	\$25,000.00	\$42,900.00	\$42,900.00	\$46,500.00	\$46,500.00	\$37,000.00	\$37,000.00
3'x3' Junction w/ Paramex Manhole	2	EA	\$3,520.00	\$7,040.00	\$3,000.00	\$6,000.00	\$3,900.00	\$7,800.00	\$3,500.00	\$7,000.00	\$3,000.00	\$6,000.00
9'x5' RCB	66	LF	\$469.90	\$31,013.40	\$500.00	\$33,000.00	\$705.00	\$46,530.00	\$425.00	\$28,050.00	\$480.00	\$31,680.00
6'x4' RCB	45	LF	\$370.00	\$16,650.00	\$290.00	\$13,050.00	\$670.00	\$30,150.00	\$300.00	\$13,500.00	\$300.00	\$13,500.00
42" RCP	13	LF	\$167.70	\$2,180.10	\$230.00	\$2,990.00	\$402.00	\$5,226.00	\$140.00	\$1,820.00	\$200.00	\$2,600.00
24" RCP	60	LF	\$86.00	\$5,160.00	\$85.00	\$5,100.00	\$107.00	\$6,420.00	\$89.00	\$5,340.00	\$77.00	\$4,620.00
18" RCP	68	LF	\$65.50	\$4,454.00	\$70.00	\$4,760.00	\$94.00	\$6,392.00	\$80.00	\$5,440.00	\$60.00	\$4,080.00
12" PVC Storm Drain Pipe	12	LF	\$65.60	\$787.20	\$60.00	\$720.00	\$60.00	\$720.00	\$75.00	\$900.00	\$50.00	\$600.00
Sod	5,750	SY	\$3.10	\$17,825.00	\$4.00	\$23,000.00	\$3.50	\$20,125.00	\$3.00	\$17,250.00	\$3.50	\$20,125.00
Asphalt Pavement Repair	13	SY	\$79.50	\$1,033.50	\$150.00	\$1,950.00	\$51.00	\$663.00	\$100.00	\$1,300.00	\$65.00	\$845.00
Concrete Curb and Gutter	28	LF	\$33.90	\$949.20	\$30.00	\$840.00	\$30.00	\$840.00	\$24.00	\$672.00	\$27.00	\$756.00
5' Wide Concrete Sidewalk	785	SF	\$5.70	\$4,474.50	\$5.00	\$3,925.00	\$5.00	\$3,925.00	\$4.00	\$3,140.00	\$3.60	\$2,826.00
5' Drop Sanitary Sewer Manhole (8'-12' Deep)	1	EA	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$9,020.00	\$9,020.00	\$6,800.00	\$6,800.00	\$5,000.00	\$5,000.00
5' Standard Sanitary Sewer Manhole (8'-12' Deep)	2	EA	\$6,140.00	\$12,280.00	\$4,500.00	\$9,000.00	\$5,918.00	\$11,836.00	\$5,000.00	\$10,000.00	\$4,000.00	\$8,000.00
8" Class 350 Ductile Iron Sewer Pipe with Interior Sanitary Sewer Trench Safety	100	LF	\$131.20	\$13,120.00	\$100.00	\$10,000.00	\$147.00	\$14,700.00	\$100.00	\$10,000.00	\$80.00	\$8,000.00
Sanitary Sewer Post Television Inspection	100	LF	\$10.00	\$1,000.00	\$25.00	\$2,500.00	\$11.00	\$1,100.00	\$5.00	\$500.00	\$10.00	\$1,000.00
Sanitary Sewer Post Television Inspection	100	LF	\$10.00	\$1,000.00	\$2.00	\$200.00	\$7.00	\$700.00	\$5.50	\$550.00	\$6.50	\$650.00
Remove Ex SSMH	1	EA	\$1,440.00	\$1,440.00	\$200.00	\$200.00	\$845.00	\$845.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
Total Amount Bid				\$337,068.60		\$361,755.00		\$364,712.00		\$368,887.00		\$375,562.00
Completion Date Bid (Calendar Days)				120		120		120		120		120

BID TABULATION REPORT

City of Bedford, Texas

PROJECT DESCRIPTION: Post Office Channel Improvements

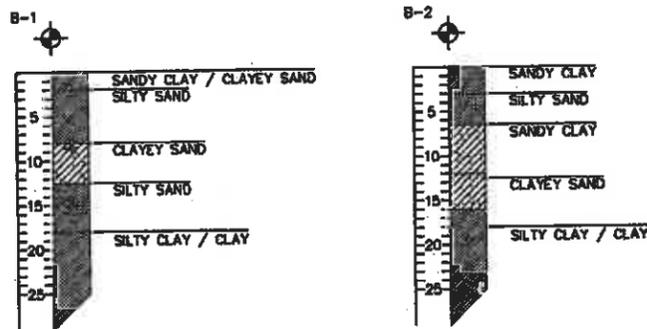
BID REFERENCE NUMBER: 12-SW-1

Bid Date: December 7, 2011

BID TIME: 10:00 AM

BIDDERS												
			Saber Development Corporation		Ed A. Wilson, Inc.		ERS, Inc.					
DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
Mobilization	1	LS	\$33,000.00	\$33,000.00	\$10,000.00	\$10,000.00	\$2,200.00	\$22,000.00				
Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control	1	LS	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00				
Unclassified Channel Excavation	4,900	CY	\$13.00	\$63,700.00	\$17.50	\$85,750.00	\$11.00	\$53,900.00				
General Site Preparation	1	LS	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$17,000.00	\$17,000.00				
Parallel Headwall (TxDOT PW)	1	EA	\$20,000.00	\$20,000.00	\$24,500.00	\$24,500.00	\$37,000.00	\$37,000.00				
6" Concrete Riprap	3	CY	\$350.00	\$1,050.00	\$500.00	\$1,500.00	\$400.00	\$1,200.00				
12" Gabion Mattress	321	SY	\$120.00	\$38,520.00	\$115.00	\$36,915.00	\$150.00	\$48,150.00				
Concrete Weir #1 (all inclusive)	1	LS	\$40,000.00	\$40,000.00	\$44,500.00	\$44,500.00	\$52,200.00	\$52,200.00				
Concrete Weir #2 (all inclusive)	1	LS	\$42,000.00	\$42,000.00	\$45,000.00	\$45,000.00	\$48,350.00	\$48,350.00				
3'x3' Junction w/ Paramex Manhole	2	EA	\$3,000.00	\$6,000.00	\$9,000.00	\$18,000.00	\$10,000.00	\$20,000.00				
9'x5' RCB	66	LF	\$650.00	\$42,900.00	\$900.00	\$59,400.00	\$600.00	\$39,600.00				
6'x4' RCB	45	LF	\$500.00	\$22,500.00	\$650.00	\$29,250.00	\$350.00	\$15,750.00				
42" RCP	13	LF	\$215.00	\$2,795.00	\$250.00	\$3,250.00	\$150.00	\$1,950.00				
24" RCP	60	LF	\$150.00	\$9,000.00	\$95.00	\$5,700.00	\$100.00	\$6,000.00				
18" RCP	68	LF	\$135.00	\$9,180.00	\$65.00	\$4,420.00	\$100.00	\$6,800.00				
12" PVC Storm Drain Pipe	12	LF	\$60.00	\$720.00	\$30.00	\$360.00	\$100.00	\$1,200.00				
Sod	5,750	SY	\$4.50	\$25,875.00	\$5.00	\$28,750.00	\$6.00	\$34,500.00				
Asphalt Pavement Repair	13	SY	\$85.00	\$1,105.00	\$100.00	\$1,300.00	\$300.00	\$3,900.00				
Concrete Curb and Gutter	28	LF	\$20.00	\$560.00	\$35.00	\$980.00	\$60.00	\$1,680.00				
5' Wide Concrete Sidewalk	785	SF	\$6.00	\$4,710.00	\$5.00	\$3,925.00	\$14.00	\$10,990.00				
5' Drop Sanitary Sewer Manhole (8'-12' Deep)	1	EA	\$4,500.00	\$4,500.00	\$9,500.00	\$9,500.00	\$6,000.00	\$6,000.00				
5' Standard Sanitary Sewer Manhole (8'-12' Deep)	2	EA	\$3,800.00	\$7,600.00	\$9,000.00	\$18,000.00	\$5,000.00	\$10,000.00				
8" Class 350 Ductile Iron Sewer Pipe with Interior Sanitary Sewer Trench Safety	100	LF	\$95.00	\$9,500.00	\$165.00	\$16,500.00	\$90.00	\$9,000.00				
Sanitary Sewer Post Television Inspection	100	LF	\$6.00	\$600.00	\$1.00	\$100.00	\$15.00	\$1,500.00				
Remove Ex SSMH	1	EA	\$900.00	\$900.00	\$650.00	\$650.00	\$2,000.00	\$2,000.00				
Total Amount Bid				\$396,215.00		\$458,550.00		\$467,670.00				

BORE INFORMATION



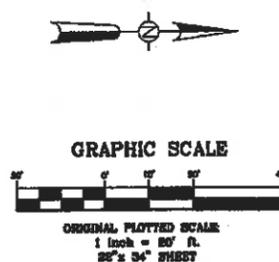
FOR ADDITIONAL BORING INFORMATION, REFER TO THE GEOTECHNICAL REPORT NO. 974-10-07 PREPARED BY CMJ ENGINEERING OCT 26, 2010
ACTUAL BORE LOCATIONS ARE UNKNOWN, LOCATIONS PROVIDED ARE APPROXIMATE BASED ON GEOTECHNICAL REPORT.

LEGEND

- PROPERTY LINE / RIGHT OF WAY
- EASEMENT LINE
- EDGE OF PAVEMENT / EDGE OF CURB
- 600 --- PROPOSED CONTOURS
- 600 --- EXISTING CONTOURS
- BUILDING
- SS - SS - SS - EXISTING SANITARY SEWER
- OHE - OHE - OHE - EXISTING ELECTRIC LINE
- * * * * * EXISTING FENCE

CONTROL POINTS

- CP #1 - 5/8" CIRCS "SPOONER & ASSOC. CONTROL"
N = 6995039.556
E = 2384163.541
STA 0+94.74, 15.73' RT
ELEV = 598.389
- CP #2 - 5/8" CIRCS "SPOONER & ASSOC. CONTROL"
N = 6995545.769
E = 2384177.164
STA 6+25.45, 15.30' RT
ELEV = 605.914



LINE TABLE

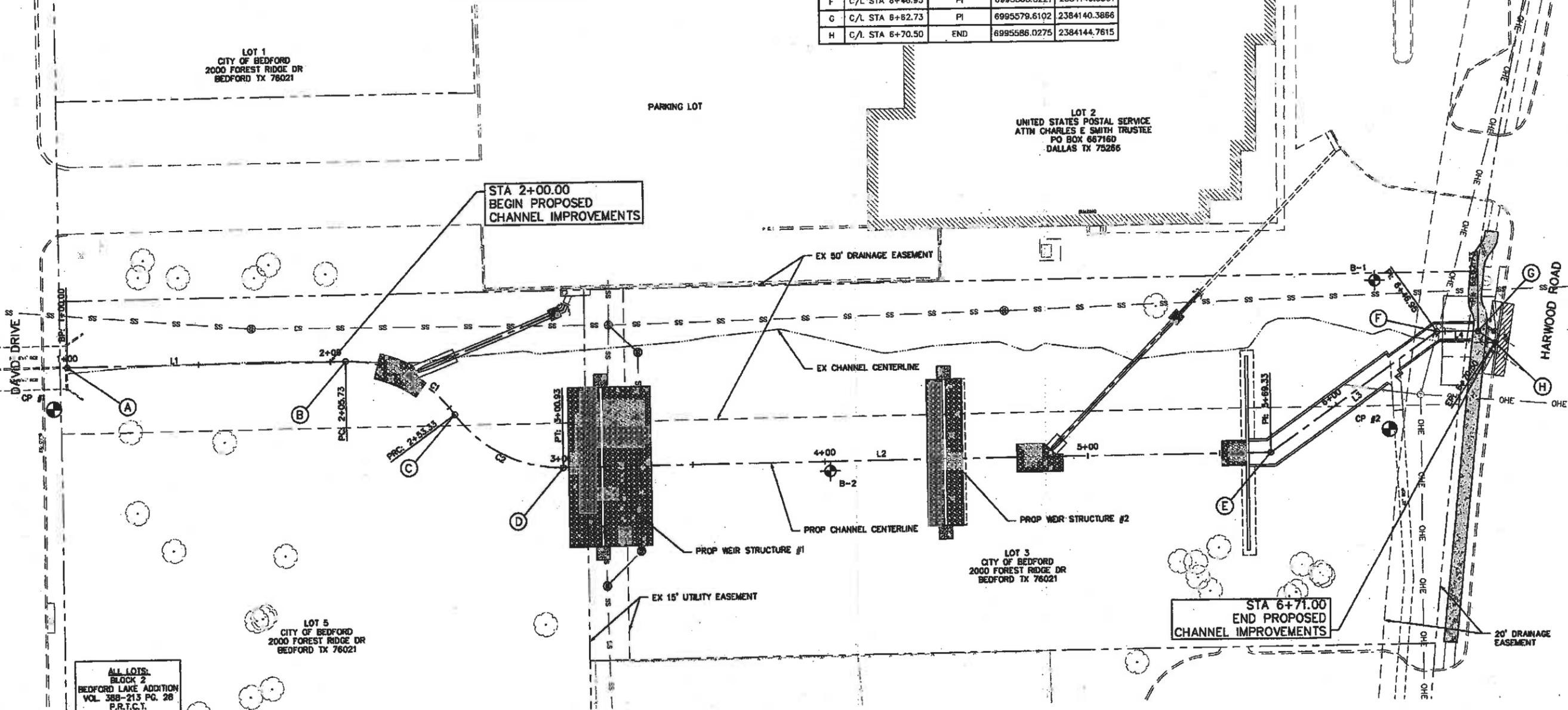
LINE	LENGTH	BEARING
L1	105.73	N00° 31' 15"W
L2	268.39	N00° 31' 15"W
L3	77.62	N35° 31' 15"W
L4	15.79	N00° 31' 15"W
L5	7.77	N34° 17' 01"E

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	50.00'	47.60'	54°32'57"	25.78'
C2	50.00'	47.60'	54°32'57"	25.78'

PROPOSED DITCH CENTERLINE

STATION	CONTROL	DESCRIPTION	NORTHING	EASTING
A	C/L STA 0+00.00	BEGIN	6995044.7028	2384147.7714
B	C/L STA 2+05.73	PC	6995150.4257	2384146.8101
C	C/L STA 2+53.33	PRC	6995191.3456	2384167.4388
D	C/L STA 3+00.93	PT	6995232.2656	2384188.0674
E	C/L STA 5+69.33	PI	6995500.8472	2384185.6272
F	C/L STA 6+46.95	PI	6995563.8221	2384140.5301
G	C/L STA 8+82.73	PI	6995579.6102	2384140.3866
H	C/L STA 6+70.50	END	6995586.0275	2384144.7615



Kimley-Horn and Associates, Inc.
2301 West Royal Lane, Suite 277A, Irving, TX 75038, (972) 450-0000
Registration Number F-208

No.	Revision	By	Date



**CITY OF BEDFORD
POST OFFICE
CHANNEL IMPROVEMENTS**

PROJECT LAYOUT

DATE: NOVEMBER 2011
DESIGN: MDC
DRAWN: PDE
CHECKED: GBT
KHA NO.: 083981008

C1.01

2011-11-17 15:11:20, Ewert, Patrick
 Plotted, By: 2011-11-17 11:02:36 (Project Layout)
 Last Saved: k:\ec_roadway\083981008_bedford_broym_ranch\cadd\sheet\vol_01-project
 Filename: layout.dwg

ALL LOTS,
BLOCK 2
BEDFORD LAKE ADDITION
VOL. 388-213 PG. 28
P.R.T.C.T.



Council Agenda Background

PRESENTER: Kelli Agan, Technical Services Manager

DATE: 01/10/12

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the City of Fort Worth for the 2011 Byrne Justice Assistance Grant (JAG) Formula Program Award.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In June 2011, the Police Department, along with the cities of Fort Worth, Arlington, Hurst, North Richland Hills and the County of Tarrant, made application for the 2011 Byrne Justice Assistance Grant (JAG) Formula Program Award.

Through this grant, the Police Department requested funding for three remote video surveillance units in the amount of \$17,799. These video surveillance units will afford the Police Department the ability to observe and record criminal offenses. These units will specifically be used to target the commercial parking lots along the 183/121 corridors to help mitigate the rash of burglary of motor vehicles occurring in these areas.

The grant requires all cities within Tarrant County to seek funding under one application. The City of Fort Worth has assumed the role as fiscal agent and therefore is considered the award "recipient" with all the other entities, including the City of Bedford, being a "subrecipient." As an award subrecipient, the City of Bedford must now enter into a Memorandum of Understanding (MOU) with the City of Fort Worth for the 2011 Byrne Justice Assistance Grant (JAG) Formula Program Award. The City of Fort Worth will facilitate and manage the grant throughout the life of the grant as required by the grant award contract. The MOU outlines the parties, authority, purpose, responsibilities, points of contact, entirety of agreement, immunity, independent contractor, effective date, modification, termination and other provisions as required by the 2011 Byrne Justice Assistance Grant (JAG) Formula Program Award.

The 2011 Justice Assistance Grant (JAG) Formula Program Award funding does not require a cash match from the City of Bedford.

RECOMMENDATION:

Staff recommends the following motion:

Approve a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the City of Fort Worth for the 2011 Byrne Justice Assistance Grant (JAG) Formula Program Award.

FISCAL IMPACT:

\$17,799 from the 2011 Byrne Justice Assistance Grant Formula Program Award

ATTACHMENTS:

Resolution
Memorandum of Understanding
Exhibit A
Exhibit B
Award Report

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF FORT WORTH FOR THE 2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) FORMULA PROGRAM AWARD.

WHEREAS, the City Council of Bedford, Texas has determined that the grant funds requested will benefit the City; and,

WHEREAS, the City Council of Bedford, Texas acknowledges the City of Fort Worth as the fiscal agent and award recipient for the 2011 Byrne Justice Assistance Grant (JAG) Formula Program Award; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that the purpose of a Memorandum of Understanding (MOU) is to enhance the working relationship between the City of Fort Worth and the City of Bedford in order to facilitate effective implementation of the 2011 Byrne Justice Assistance Grant (JAG) Formula Program Award funding.

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

SECTION 1. That the City Council authorizes the City Manager to enter into a Memorandum of Understanding (MOU) with the City of Fort Worth for the 2011 Byrne Justice Assistance Grant (JAG) Formula Program Award.

PASSED AND APPROVED this 10th day of January 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Memorandum of Understanding
Between
The City of Fort Worth, TX
and
The City of Bedford, TX

1. **PARTIES.** The parties to this Memorandum of Understanding (MOU) are the City of Fort Worth, Texas (hereinafter referred to as “Recipient”) and the City of Bedford, Texas (“Subrecipient”).
2. **AUTHORITY.** This MOU sets forth the Recipient’s and the Subrecipient’s responsibilities under the U.S. Department of Justice, Bureau of Justice Assistance, Fiscal Year 2011 Justice Assistance Grant (JAG).
3. **PURPOSE.** The purpose of this MOU is to enhance the working relationship between the parties in order to facilitate effective implementation of the FY 2011 JAG, in compliance with the DOJ Program requirements. Once awarded, grant funds in the amount of \$17,799.00 shall provide for remote video surveillance units and associated equipment for the Bedford Police Department as outlined in the Budget Narrative, attached as “Exhibit A” and incorporated by reference as part of this MOU.
4. **RESPONSIBILITIES:**
 - A. **Recipient:**
 - 1) The Recipient is the cognizant fiscal agency of the FY 2011 JAG Funds and agrees to participate in a collaborative manner with the Subrecipient throughout the life of the grant.
 - 2) After the FY 2011 JAG is awarded, the Recipient shall facilitate and manage the grant throughout the life of the grant, as required by the grant award contract.
 - 3) The Fort Worth Police Department – Program Support Division – Grants and Contracts Section (PSD-GCS) will oversee the administration, procurement, and reporting for the Subrecipients’ grant-funded activities and will act as the Fiscal Agent for the FY 2011 JAG Program funds. Additionally, PSD-GCS will review and approve and/or request approval from DOJ of any written requests by subrecipient for modifications to the attached Exhibit A.
 4. The Recipient shall pay the Subrecipient an amount not to exceed \$17,799.00 from available grant funds for approved services and expenses rendered in accordance with the terms of this upon receipt of a proper and verified invoice with satisfactory program accompanying documentation of services provided. The reimbursement made to the Subrecipient shall not exceed actual costs incurred to provide the services

under this contract. Actual costs, both direct and indirect, must be reasonable and allowable as those terms are defined and explained in the Office of Management and Budget (OMB) Circulars A-122 and 1-110.

B. Subrecipient:

1. Participate in a collaborative effort with the Recipient in the application, administration, and implementation of the FY 2011 JAG, collaboration to last throughout the life of the grant.
2. Meet all requirements pertaining to administration, procurement, and reporting in connection with the FY 2011 JAG. Requirements to be met include those found in (1) the Office of Management and Budget circulars, (2) the Office of Justice Programs Financial Guidelines, (3) Exhibit A to this MOU, entitled "FY 2011 JAG Budget Narrative," which is incorporated by reference as part of this MOU, and (4) "Exhibit B" to the MOU, entitled "Award Document" which is incorporated by reference as part of this MOU.
3. Submit to the Recipient monthly performance reports regardless of level of activity. In addition, the Subrecipient shall submit program updates and other reports requested by the Recipient and DOJ in appropriate format and on a timely basis; and make available at reasonable times and for reasonable periods records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the Recipient, U.S. Department of Justice, Bureau of Justice Assistance or their authorized representatives. The monthly reports are due to the Recipient no later than the 5th calendar day of the following month. The monthly performance reports must contain the following information:
 - 1) A detailed list of all projects or activities for which FY 2011 JAG were expended or obligated during the previous month, including—
 - a) The name of project or activity;
 - b) A description of project or activity;
 - c) An evaluation of the completion status of the project or activity; and
 - d) An estimate of the number of jobs created and the number of jobs retained by the project or activity.
 - 2) Detailed information on any subcontracts or subgrants awarded by the recipient to include data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregated reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.
4. Submit monthly Request for Reimbursement (RFR) forms and vendor report forms with an original signature by an authorized representative to Sasha Kane, PSD-GCS, Fort Worth Police Department, 350 West Belknap Street, Fort Worth, TX 76102 no later than the 5th calendar day of the month following expenditures. Reimbursements by the Recipient will not be made until after receipt of an acceptable and approved RFR and a monthly programmatic report from the Subrecipient. Reimbursements

shall be made within 30 days receipt of said documents. The monthly RFRs and Vendor Report Forms must contain the following information:

- 1) The amount of FY 2011 JAG funds that were expended to projects or activities during the previous month;
 - 2) The amount of FY 2011 JAG funds that were obligated during the previous month;
 - 3) Detailed information on any subcontracts or subgrants awarded by the recipient to include data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregated reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.
5. Submit any and all proposed changes to attached budget to the Recipient prior to any expenditure deviation from approved budget. No expenditures inconsistent with attached budget shall be made by Subrecipient prior to receiving written approval from Recipient. Failure to obtain pre-approval for deviations from budget may result in a denial of reimbursement.
6. Maintain financial, programmatic, and supporting documents, statistical records, and other records pertinent to claims submitted during the contract period for a minimum of five (5) years after the termination of the contract period, or for five (5) years after the end of the federal fiscal year in which services were provided. Such records shall be available to Recipient for investigation, examination and audits as necessary. If any litigation, claim, or audit involving these records begins before the fifth (5) year period expires, the Recipient will notify the Subrecipient of such litigation, claim or audit, and Subrecipient will be responsible for maintaining the records and documents for not less than three (3) years after the final conclusion of all litigation, claims, or audits. Litigation is considered resolved when a final order is issued, or a written agreement is entered into between the DOJ, Recipient and Subrecipient. Audits are considered concluded upon the closure of the audit covering the entire award period.

5. POINTS OF CONTACT

A. Recipient

The primary point of contact for Recipient is Sasha Kane, telephone number: (817) 392-4243, email address: sasha.kane@fortworthtexas.gov. Monthly RFRs should be submitted, in writing, to the Fort Worth Police Department, 350 West Belknap Street, Fort Worth, TX 76102, Attention: Sasha Kane or by email to sasha.kane@fortworthtexas.gov.

Performance reports should be submitted by the Project Directors of the aforementioned FY 2011 Justice Assistance Grant programs in writing to Fort Worth Police Department, 350 West Belknap Street, Fort Worth, TX 76102, Attention: Sasha Kane or by email to sasha.kane@fortworthtexas.gov.

B. Subrecipient

The primary point of contact for Subrecipient is Kelli Agan, telephone number: (817) 952-2403 email address: kelli.agan@bedfordtx.gov, mailing address: 2121 L. Don Dodson Drive, Bedford, Texas, 76021.

C. Recipient and Subrecipient

Before any item included in an RFR would be denied as unallowable, Recipient agrees to confer with Subrecipient to allow for clarification and explanation. Recipient agrees to memorialize in writing any oral conversations concerning this subject matter.

- 6. ENTIRETY OF AGREEMENT.** This MOU, consisting of six pages and exhibits, represents the entire and integrated agreement between the parties and supersedes all prior discussions and negotiations, representations and agreements, whether written or oral as related specifically to the U.S. Department of Justice, FY 2011 JAG.
- 7. IMMUNITY.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this MOU.
- 8. INDEPENDENT CONTRACTOR.** By executing this MOU, the parties agree to work together to secure grant funding for remote video surveillance units and associated equipment as outlined. However, the parties to this MOU do not intend to enter a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Recipient shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Subrecipient. Likewise, Subrecipient shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Recipient. Neither Recipient nor Subrecipient shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, members, agents, servants, employees, or officers of the other.
- 9. OTHER PROVISIONS.** Nothing in this MOU is intended to conflict with any current laws or regulations or with the directives of the City of Fort Worth or the City of Bedford. The provisions of this MOU are severable and if for any reason a clause, sentence, paragraph or other part of this MOU shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

Any monies expended by a party under or in connection with this MOU must come from funds currently available to that party.

Recipient or its representatives shall have the right to investigate, examine and audit at any time any and all necessary books, papers, documents, records and personnel that pertain to this contract or any related subcontracts.

10. TERM. This MOU will become effective on the date it is executed by both parties (“Effective Date”) and remain in effect throughout the grant period (ending September 30, 2014). Each party represents that this MOU has been executed by a representative with the authority to contract on behalf of that party. This MOU is null and void if funds are not awarded.

11. MODIFICATION. This MOU may be modified upon the mutual written consent of the parties. Any such written communications should be sent to the following persons at the following addresses:

For the City of Fort Worth:
Sasha Kane
Senior Contract Compliance Specialist
City of Fort Worth Police Department
350 West Belknap
Fort Worth, TX 76102

For the City of Bedford:
Kelli Agan
2121 L. Don Dodson Drive
Bedford, TX 76021

12. TERMINATION. This MOU will remain in effect until the later of (1) the expiration of the grant period or (2) the submission of the final report regarding the FY 2011 Justice Assistance Grant to the Department of Justice, unless one of the parties earlier requests termination or modification of the MOU, accompanied by 60 days’ notice of such request.

[The remainder of this page was intentionally left blank.]

CITY OF BEDFORD

Beverly Griffith
City Manager

Signature: _____

Date: _____

APPROVED AS TO FORM
AND LEGALITY:

City of Bedford

Printed Name: _____

Signature: _____

Date: _____

CITY OF FORT WORTH

Charles Daniels
Assistant City Manager

Signature: _____

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED AS TO FORM AND
LEGALITY:

Jessica Sangsvang
Assistant City Attorney

Signature: _____

Date: _____

Authority

M&C:

Contract Number: _____

Exhibit A
‘FY 2011 JAG Budget Narrative

Bedford- \$17,799.00

Budget Detail Worksheet

A. Personnel			
Position	Description	% on Project	Total
No funding requested in this category			
Personnel Sub-Total			\$0.00

B. Fringe Benefits		
Position	Description	Total
No funding requested in this category		
Fringe Benefits Sub-Total:		\$0.00

C. Travel				
Purpose of Travel	Location	Item	Computation	Cost
No funding requested in this category				
Travel Sub-Total				\$0.00

D. Equipment			
Item	Computation/Description	Unit Price/ Number	Total
No funding requested in this category			
Equipment Sub-Total			\$0.00

E. Supplies		
Item	Computation	Cost
Remote Video Surveillance Unit- portable Video Surveillance Units that will allow for 24/7 observation and recording of high crime areas	3 x \$4,982.00	\$14,946.00
Camera License	3 x \$100.00	\$300.00
Base License Software	3 x \$46.00	\$138.00
Computer	1 x \$1,00.00	\$1,000.00
Supplies Sub-Total		\$16,384.00

F. Construction			
Position	Description	% on Project	Total
No funding requested in this category			
Construction Sub-Total			\$0.00

G. Consultants and Contractor Services			
Item	Description	% on Project	Total
Camera Software Maintenance	Three year maintenance for camera software X 3	100%	\$225.00
Installation of Software & Basic Training Classes	Installation of Software & Basic Training Classes for Police Personnel	100%	\$1,190.00
Consultants & Contractors Sub-Total			\$1,415.00

H. Other Costs			
Position	Description	% on Project	Total
No funding requested in this category			
Other Costs Sub-Total			\$0.00

I. Indirect Costs			
Position	Description	% on Project	Total
No funding requested in this category			
Indirect Costs Sub-Total			\$0.00

Budget Summary	
Budget Category	Amount
A. Personnel	\$0.00
B. Fringe	\$0.00
C. Travel	\$0.00
D. Equipment	\$0.00
E. Supplies	\$16,384.00
F. Construction	\$0.00
G. Consultants and Contractor Services	\$1,415.00
H. Other Costs	\$0.00
I. Indirect costs	\$0.00
TOTAL PROJECT COSTS	\$17,799.00
Federal Request:	\$17,799.00
Non-Federal Amount:	\$0.00

Bedford- \$17,799.00

Budget Narrative

A. Personnel: No funds are requested in this category.

B. Fringe Benefits: No funds are requested in this category.

C. Travel: No funds are requested in this category.

D. Equipment: No funds are requested in this category.

E. Supplies: \$16,384.00

Remote video surveillance units and related software. Project will include three remote video surveillance units, three year base camera licenses, three year camera software license, three year base software license.

F. Construction: No funds are requested in this category.

G. Consultants and Contractors: \$1,415.00

Training and installation of software

H. Other Costs: No funds are requested in this category.

I. Indirect Costs: No funds are requested in this category.

Exhibit B
“Award Document”



Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 24, 2011

Mr. Charles Daniels
City of Fort Worth
350 West Belknap Street
Fort Worth, TX 76102

Dear Mr. Daniels:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of \$697,332 for City of Fort Worth.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Esmeralda C. Womack, Program Manager at (202) 353-3450; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Denise O'Donnell".

Denise O'Donnell
Director

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

August 24, 2011

Mr. Charles Daniels
City of Fort Worth
350 West Belknap Street
Fort Worth, TX 76102

Dear Mr. Daniels:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Fort Worth 350 West Belknap Street Fort Worth, TX 76102		4. AWARD NUMBER: 2011-DJ-BX-2923	
		5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2014 BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2014	
		6. AWARD DATE 08/24/2011	7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 756000528		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Tarrant County and the jurisdictions of Fort Worth, Arlington, Bedford, Hurst, and North Richland Hills' law enforcement, drug court, and mental health liaison projects		10. AMOUNT OF THIS AWARD \$ 697,332	
		11. TOTAL AWARD \$ 697,332	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.			
15. METHOD OF PAYMENT GPRS			
[REDACTED] AGENCY APPROVAL [REDACTED]		[REDACTED] GRANTEE ACCEPTANCE [REDACTED]	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Charles Daniels Assistant City Manager	
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
[REDACTED] AGENCY USE ONLY [REDACTED]			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. REG. SUB. POMS AMOUNT X B DJ 80 00 00 697332		21. KDJUGT1282	



Department of Justice
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**AWARD CONTINUATION
SHEET
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PROJECT NUMBER 2011-DJ-BX-2923

AWARD DATE 08/24/2011

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



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**AWARD CONTINUATION
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PROJECT NUMBER 2011-DJ-BX-2923

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SPECIAL CONDITIONS

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
9. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
10. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
12. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
13. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.



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**AWARD CONTINUATION
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SPECIAL CONDITIONS

14. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

15. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
16. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.



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PROJECT NUMBER 2011-DJ-BX-2923

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SPECIAL CONDITIONS

17. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
18. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
19. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
20. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
21. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
22. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
23. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
24. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



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PROJECT NUMBER 2011-DJ-BX-2923

AWARD DATE 08/24/2011

SPECIAL CONDITIONS

25. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
26. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received documentation demonstrating that the state or local governing body review and/or community notification requirements have been met and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
27. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
28. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Abstract portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
29. Recipient may not expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Fort Worth

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2011-DJ-BX-2923

PAGE 1 OF 1

This project is supported under FY11(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Esmeralda C. Womack
(202) 353-3450

2. PROJECT DIRECTOR (Name, address & telephone number)

Sasha Kane
Planner
350 W Belknap Street
Fort Worth, TX 76102-2004
(817) 392-4243

3a. TITLE OF THE PROGRAM

FY 2011 Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Tarrant County and the jurisdictions of Fort Worth, Arlington, Bedford, Hurst, and North Richland Hills' law enforcement, drug court, and mental health liaison projects

5. NAME & ADDRESS OF GRANTEE

City of Fort Worth
350 West Belknap Street
Fort Worth, TX 76102

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2010 TO: 09/30/2014

8. BUDGET PERIOD

FROM: 10/01/2010 TO: 09/30/2014

9. AMOUNT OF AWARD

\$ 697,332

10. DATE OF AWARD

08/24/2011

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee and five sub-recipients will utilize JAG funds to support projects that fall under various JAG purpose areas. The city of Fort Worth will serve as the fiscal agent and will utilize its portion of funds for law enforcement equipment. Specifically, the city will acquire new, marked vehicles (with accompanying

accessories) for the Fort Worth Police Department's Criminal Highway Interdiction Unit that is being created.

The sub-recipient initiatives are a combination of law enforcement projects to include equipment and supplies for officer safety, surveillance, communication, and recording; drug court projects (personnel and drug court conference attendance); and mental health related services.

NCA/NCF



Council Agenda Background

PRESENTER: Kelli Agan, Technical Services Manager

DATE: 01/10/12

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

ITEM:

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

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

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

Since January 2002, the Bedford Police Department has requested proposals for contract wrecker service for three-year terms. Each of these three-year service contracts have been awarded to B&B either based on the same criteria as listed above, or due to the fact that they were the only one to submit a proposal.

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

After careful review of each proposal, it was determined that B&B Wrecker Service was the only one that met all of the qualifications as outlined in the request for proposal.

Over the last twelve years, B&B Wrecker Service has provided exemplary service to the City of Bedford. B&B has formed a close partnership with the City and has exceeded expectations for services provided to the community. Therefore, the Police Department recommends that B&B Wrecker Service be awarded the three-year contract for City initiated tows.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Wrecker Contract

RESOLUTION NO. 12-

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

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

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

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

SECTION 1. That the City does hereby authorize the City Manager to enter into the first year of a three-year contract with B&B Wrecker Services, Inc. to provide towing for City initiated tows.

SECTION 2. That this resolution shall take effect from and after January 10, 2012.

PASSED AND APPROVED this 10th day of January 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

WRECKER CONTRACT

THE STATE OF TEXAS §

COUNTY OF TARRANT §

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

1.00 Purpose, Scope and Intent

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

2.00 Term of Contract, Termination

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

3.00 Operator's Minimum Equipment and Operating Requirements

3.01 Minimum Equipment Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

- 3.10 Operator shall be responsible for any damage caused to the vehicle or equipment, and its contents, towed or stored by the Operator. Upon receiving a complaint from any source concerning claimed damage to a towed vehicle or its contents, the Operator shall submit a written performance report to the City of Bedford Police Department within two (2) working days from the notification of the complaint.
- 3.11 If it is necessary to disconnect, alter, or remove any part, gear, or emergency brake of the vehicle before towing, the Operator will, on termination of the tow, repair, replace or re-affix to place the vehicle back to its original condition at the Operator's expense.
- 3.12 City calls for wrecker service shall take priority over all other calls.
- 3.13 Operator shall not remove or sell parts, dismantle or sell the vehicle, fix, or otherwise modify the vehicle unless prior written permission from the owner is received.
- 3.14 Operator shall sweep and remove all debris from the roadway, shoulder, and adjacent areas arising from a vehicle collision.
- 3.15 Operator shall use sand or an oil absorbent material on areas where oil or antifreeze has leaked from wrecked vehicles.
- 3.16 The Operator must comply with all City, State and Federal rules and regulations for wrecker service and storage lot operations.

4.00 Charges

- 4.01 Operator shall charge no more for services than the prices set out in Attachment (A). Such charges shall be the only charges made for vehicles pulled or stored

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

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

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

5.00 Abandoned Vehicle Procedure

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

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

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

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

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

6.00 Reporting

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

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

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

7.00 Audit, Insurance, Indemnity, Venue, Notices

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

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

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

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

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

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

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

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

Agreed to by The City of Bedford on this the 10th day of January, 2012.

Beverly Griffith, City Manager

ATTEST:

Michael Wells, City Secretary

Agreed to by B&B Wrecker Service on this the ____ day of _____, 2012.

B&B Wrecker Service, Inc.

Andy Chesney, Owner

ATTACHMENT A
City of Bedford
Wrecker Service and Storage Fee Quotes

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

ATTACHMENT B

Insurance

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

INSURANCE COVERAGED REQUIRED

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

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

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

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

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

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

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



Council Agenda Background

PRESENTER: David Miller, Deputy City Manager

DATE: 01/10/12

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

ITEM:

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

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

At the November 9, 2010 Council meeting, Council approved a one year lease with ONSTAGE expiring December 31, 2011 for the Trinity Arts Theater.

Significant provisions of the lease agreement included:

- ONSTAGE will reimburse the City for all utility expenses;
- ONSTAGE will be responsible for the maintenance on the interior of the building and the City will be responsible for exterior maintenance and mechanical;
- Tenant will produce one children's play every summer;
- Tenant will provide to the Bedford Senior Center 20 tickets to each dress rehearsal one week in advance of dress rehearsal; and,
- Tenant will work with the Bedford Parks and Recreation Department to produce a small play, skit, or puppet show during the Tree Lighting ceremonies.

ONSTAGE has requested to renewal of their lease. The terms of the lease will remain the same for 2012.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

\$10.00 revenue to the General Fund

ATTACHMENTS:

Resolution
Letter of Request
Lease Agreement

RESOLUTION NO. 12-

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

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

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

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

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

SECTION 1. That the City Council does hereby approve the lease agreement and authorize the City Manager to enter into a contract with ONSTAGE in the amount of \$10.00 for one year.

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

PASSED AND APPROVED this 10th day of January 2012, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Jakubik, Megan

Subject: ONSTAGE in Bedford - theatre contract

From: Newman, Charlotte

Sent: Friday, December 16, 2011 9:00 AM

To: Jakubik, Megan

Subject: ONSTAGE in Bedford - theatre contract

ONSTAGE in Bedford wishing to continue our contract with the city, no changes to the existing contract is needed on our side, we are good with all terms and conditions. If I need to meet with anyone or attend the council meeting, please just let me know.

If you should need to talk to me, please call me at 682-831-3239 (work #) between 7-4.

Thank you,

Charlotte Newman

Board President- ONSTAGE in Bedford

682-831-3239 work
[REDACTED]

LEASE AGREEMENT

Between

**City of Bedford, Texas
as Landlord**

And

**ONSTAGE in Bedford
as Tenant**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the ___ day of _____, 2012, by and between the City of Bedford, Texas (herein called "Landlord"), and ONSTAGE in Bedford, (herein called "Tenant").

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

Trinity Arts Theatre

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

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

1. GENERAL PROVISIONS

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

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

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

2. TENANT'S PERSONAL PROPERTY

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

3. TAXES

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

4. TENANT'S USE AND REMOVAL OF PERSONAL PROPERTY

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

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

5. REPAIRS; MAINTENANCE OF LEASED PREMISES

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

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

6. ALTERATIONS

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

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

7. AFFIRMATIVE COVENANTS OF TENANT

Tenants covenant that they shall:

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

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

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

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

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

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

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

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

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

8. DAMAGE TO LEASED PREMISES

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

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

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

9. INDEMNIFICATION AND INSURANCE RIGHTS

9.1

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

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

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

10. TRADE FIXTURES

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

or at the expiration of any renewal or extension thereof, and shall become the property of Landlord.

11. SURRENDER AND HOLDING OVER

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

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

12. FORCE MAJEURE

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

13. LANDLORD'S ACCESS TO LEASED PREMISES

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

14. EVENT OF DEFAULT

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

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

Landlord; and

15. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT

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

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

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

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

16. LANDLORD'S RIGHT TO CURE

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

17. AUTHORITY

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

18. LIABILITY OF LANDLORD

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

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

19. TIME OF THE ESSENCE

Time is of the essence in all provisions of this Lease

20. QUIET ENJOYMENT

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

21. INVALID PROVISIONS

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

22. ASSIGNMENT

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

23. NOTICES

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

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

with copies to:

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

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

24. VENUE

Landlord Tenant agrees to venue in Tarrant County, Texas.

Executed this ____ day of _____, 2012.

Landlord: City of Bedford, Texas

By: _____
Beverly Griffith
City Manager

Tenant: ONSTAGE

By: _____
Charlotte Newman
President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

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

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

STATE OF TEXAS §
§
COUNTY OF TARRANT §

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

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public



Council Agenda Background

PRESENTER: David Miller, Deputy City Manager

DATE: 01/10/12

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

ITEM:

Consider a resolution amending the Memorandum of Understanding (MOU) with Brenda Harris relative to 1725 Bedford Road by extending the expiration date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Brenda Harris has requested that the Council allow her to continue to use 1725 Bedford Road for the purpose of housing a Prom Closet benefiting the students of Hurst-Euless-Bedford Independent School District. Ms. Harris has been searching for alternative premises to relocate the HEB Prom Closet, but has been unsuccessful thus far. Ms. Harris would like to extend the expiration date until the end of June, 2012.

The Memorandum of Understanding includes the following general provisions:

- The MOU expires on June 30, 2012;
- Ms. Harris will be responsible for all utility costs associated with the building for the duration of the agreement;
- Ms. Harris will not attach any signs to the building and any signs on the property will comply with the City sign ordinance;
- Ms. Harris will not display any merchandise from the windows; and,
- Ms. Harris will not have any outside sales or displays of merchandise.

Ms. Harris understands that the City has plans to utilize the building in the future. This extension will allow the Prom Closet to provide services from this location until the close of Prom season this year. The City intends to move forward with the relocation of the Old Bedford School offices to this building sometime mid-year.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution amending the Memorandum of Understanding (MOU) with Brenda Harris relative to 1725 Bedford Road by extending the expiration date.

FISCAL IMPACT:

\$10 per month

ATTACHMENTS:

Resolution
Letter of Request
Memorandum of Understanding

RESOLUTION NO. 12-

A RESOLUTION AMENDING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH BRENDA HARRIS RELATIVE TO 1725 BEDFORD ROAD BY EXTENDING THE EXPIRATION DATE.

WHEREAS, the City Council of Bedford, Texas entered into a Memorandum of Understanding (MOU) with Brenda Harris relative to the property located at 1725 Bedford Road on March 8, 2011; and,

WHEREAS, the MOU expired December 31, 2011; and,

WHEREAS, the City Council of Bedford, Texas desires to extend the expiration date of the MOU at the request of Brenda Harris; and,

WHEREAS, no other terms of the MOU will change with this amendment.

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

SECTION 1. That the City Council, authorizes the City Manager to amend the Memorandum of Understanding with Brenda Harris relative to 1725 Bedford Road by extending the expiration date to June 30, 2012.

PASSED AND APPROVED this 10th day of January 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Jakubik, Megan

From: Miller, David
Sent: Thursday, December 29, 2011 10:19 AM
To: Jakubik, Megan
Subject: FW: HEB Prom Closet

From: Brenda Harris
Sent: Thursday, December 29, 2011 10:17 AM
To: Miller, David
Subject: HEB Prom Closet

David,
Thank you again for all your work and assistance on behalf of the HEB Prom Closet.

We would like to ask the City of Bedford and the Bedford City Council if they will please renew our lease at 1725 Bedford Road until June 30, 2012. At that time, we understand that the Council will need to review it again before extending the lease further.

We appreciate the City's support of the HEB Prom Closet and invite everyone to come see us!

Sincerely,
Brenda Harris
HEB Prom Closet Leadership Board

MEMORANDUM OF UNDERSTANDING

TO: BRENDA HARRIS
FROM: CITY OF BEDORD, TEXAS
SUBJECT: 1725 BEDFORD ROAD
DATE: JANUARY 10, 2012

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), made as of the ___ day of _____, 2012, by and between the City of Bedford, Texas (herein called "City"), and Brenda Harris, 2314 Durango Ridge Drive, Bedford, Texas 76021 (herein called "Harris").

In consideration of the covenants and agreements hereafter reserved and contained on the part of Harris to be observed and performed, the City hereby authorizes the use of those certain premises described as follows on a month to month basis:

**1725 Bedford Road
Bedford, Texas 76021**

The subject property, herein called the "Property". Harris shall use the Property only for the purpose of selling, renting, and/or providing formal wear, semi-formal wear, business wear, and accessories for students, family, and friends of the Hurst-Eules-Bedford Independent School District and for no other purpose unless the City agrees in writing.

The following constitutes the provisions of this MOU:

1. GENERAL PROVISIONS

- (a) City's Address: 2000 Forest Ridge Drive
Bedford, Texas 76021-1895
- (b) Harris' Address: 2314 Durango Ridge Drive
Bedford, Texas 76021
- (c) Unless terminated earlier, the term of the MOU shall commence on the date of its execution and shall expire on JUNE 30, 2012, (the "Expiration Date"). Harris shall fully vacate and abandon the Property no later than the Expiration Date. Notwithstanding the foregoing, either City or Harris may terminate this MOU, with or without cause, by giving the other party thirty

(30) days written notice.

- (d) The fee for the use of the Property shall be \$10.00 per month, payable on or before the first day of each month. The City shall waive any prorated amount for the remaining period of March, 2011 and first payment shall become due on or before April 1, 2011.
- (e) All applications, connections and financial responsibilities for necessary utilities and services on the Property shall be made by and in the name of Harris only, including water, sewer, gas, electric and trash removal. Harris shall be responsible for paying the actual cost of all utility charges on a monthly basis. Harris shall be responsible for all telecommunications facilities and equipment.
- (f) Harris shall not offer or schedule any use or programs at the Property without first being reviewed by City.
- (g) Harris shall not erect any sign on the Property that does not comply with the approved sign ordinance for the City. Harris shall not attach any sign to the outside portion of the Property.
- (h) Harris shall not display any merchandise in the windows of the Property.
- (i) Harris shall not have any outside sales or outside displays of merchandise.

2. HARRIS' PERSONAL PROPERTY

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

3. TAXES

Harris shall pay all personal and personal business property taxes assessed against the Property. City shall pay real property ad valorem taxes, if any, against the Property, for taxes accruing as of the commencement date of the MOU.

4. HARRIS' USE AND REMOVAL OF PERSONAL PROPERTY

Harris may, at its expense, install, affix, assemble or place on the Property, any items of Harris' Personal Property, and Harris may remove the same at any time if approved in

writing by the City. Should Harris vacate possession of the Property on or prior to the expiration of the term, Harris will, at its expense, restore the Property at the expiration or earlier termination of this MOU to the condition required by Article 5, including repair of all damage to the Property caused by the removal of Harris' Personal Property.

5. REPAIRS AND MAINTENANCE OF THE PROPERTY

Harris shall keep the interior of the Property, which includes, but is not limited to, all electrical, plumbing, and other mechanical installation therein, all doors, and all plate glass and door window glass, in good order and clean and attractive appearance, making all improvements, alterations, replacements, and modifications at its own expense upon written approval of the City. Materials and labor of a kind and quality substantially equal to the original work shall be used.

Harris shall surrender the Property at the expiration or earlier termination of this MOU in as good a condition as when received, reasonable wear and tear excepted.

The City shall be not be responsible for any necessary or major repairs or replacements of the Property. The City shall be responsible for all exterior grounds and landscaping.

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

6. ALTERATIONS

Harris shall not make any alterations, improvements, or additions to the Property during the term of the MOU, or any extension thereof, without first obtaining the written consent of the City Manager's office of the City and all required permits. Harris shall not cut or drill into, or secure any fixture, apparatus, or equipment of any kind to any part of the Property without first obtaining written consent of the City. All such approved alterations, improvements, and additions made by Harris shall remain upon the Property at the expiration or earlier termination of the MOU and shall become the property of the City, unless the City shall, prior to such termination, have given written notice to Harris to remove same in which event Harris shall remove such alterations, improvements, and additions and restore the Property to the same good order and condition in which they were at the commencement of the MOU. The foregoing provisions shall not apply to the equipment, trade fixtures and items that do not become common law fixtures, which may be removed by Harris prior to expiration or sooner termination of the MOU.

7. AFFIRMATIVE COVENANTS OF TENANT

Harris covenant that they shall:

Comply with the terms of any state or federal statute or local ordinance or regulation applicable to Harris or its use of the Property, and indemnify and hold the City harmless from penalties, fines, costs, expenses, or damages resulting from its failure to do so;

Comply with the terms and conditions set herein relating to the use, operation, and maintenance of the Property;

Give to the City prompt written notice of any accident, fire, or damage occurring on or to the Property;

Have no power or authority to create any lien or permit any lien to attach to the Property, reversion or other estate of the City in the Property and all suppliers, contractors, artisans, mechanics, and laborers and other persons contracting with Harris with respect to the Property or any part thereof are hereby charged with notice that the interest of the City shall not be subject to liens for improvements made by or on behalf of Harris. Harris agrees to do all things necessary to prevent the filing of any mechanic's or other liens against the Property or any part hereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Harris, or any part thereof, through or under Harris. Except as may otherwise be provided herein, if any such lien shall at any time be filed against the Property, Harris shall cause the same to be discharged of record within thirty (30) days after the date of filing of same. If Harris shall fail to discharge such lien within said period, then, in addition to any other right or remedy of the City resulting from Harris' defaults, the City may, but shall not be obligated to, terminate the MOU and/or discharge the same whether by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law; and repay the City on demand, all sums disbursed or deposited by the City pursuant to the foregoing paragraphs of this Section 7, including reasonable attorney's fees;

Have no authority to sublease the Property to any one or any entity, without the prior express written consent of the City. To this end, at the date of execution of this MOU, Harris hereby affirms that it has no sub-lease agreements with any persons or entities. Any sub-lease agreed to by the City shall be accompanied by an Assumption Agreement whereby the Sub-Lessee shall be liable for all terms and conditions of this MOU; and,

Properly store all materials and any hazardous materials in accordance with applicable local, state, and federal laws, and in accordance with the recommendation of the City's Fire Marshal.

8. DAMAGE TO THE PROPERTY

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

In the event of a partial destruction of the Property during the term hereof, from any cause, the City shall, at its sole discretion, determine whether it will repair the Property, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate the MOU, except that Harris shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Harris on the Property. If such repairs cannot be made within said sixty (60) days, the City, at its option, may make the repairs within a reasonable time, this MOU continuing in effect with the rent proportionately abated as aforesaid, and in the event that the City shall not elect to make such repairs which cannot be made within sixty (60) days, the MOU may be terminated at the option of either party.

Notwithstanding any other provisions in this MOU, Harris hereby acknowledges that the Property is in good order and repair, unless otherwise indicated herein.

9. INDEMNIFICATION AND INSURANCE RIGHTS

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

Harris shall take out and keep in force during the term hereof, without expense to the City, with an insurance company, qualified to do business in the State of Texas or other company acceptable to the City, comprehensive general public liability insurance, in the name of Harris and name of the City as additional insured against any liability for injury to or death of persons resulting from any occurrence in or about the Property and for damage to property in such amounts as may from time to time be customary with

respect to similar properties in the same area, but in any event ***not less than \$300,000 per occurrence in respect of bodily injury and \$1,000,000 for property damage.*** True copies of said policies, or certificates thereof, showing the premium thereunto have been paid shall be delivered to the City upon execution of this MOU and yearly thereafter throughout the term of this MOU. If Harris fails to procure and keep in force such insurance, the City may procure it, and the cost thereof with interest at the maximum lawful rate shall be payable immediately by Harris to the City, or may elect to terminate this MOU. Such insurance may be provided by a blanket insurance policy covering the Property, so long as the coverage on the Property is at all times at least as great as required by this subsection.

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

10. SURRENDER AND HOLDING OVER

Harris, upon expiration or termination of the MOU, either by lapse of time or otherwise, shall peaceably surrender to the City the Property in broom-clean condition and in good repair as required in the MOU.

If Harris remains in possession of the Property with the City's written consent, Harris shall be deemed to be occupying the Property on a month-to-month basis, but otherwise subject to all the covenants and conditions of the MOU.

11. FORCE MAJEURE

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

12. CITY'S ACCESS TO THE PROPERTY

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

24. VENUE

The City and Harris agree to venue in Tarrant County, Texas.

Executed this ____ day of _____, 2012.

City: City of Bedford, Texas

By: _____
Beverly Griffith
City Manager

Harris: Brenda Harris

By: _____
Brenda Harris

STATE OF TEXAS §
§
COUNTY OF TARRANT §

Before me, on the ____ day of _____, 2012, appeared
_____ for and on the behalf of the City of Bedford .

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

Before me, on the _____ day of _____, 2012, appeared
_____ for and on the behalf Brenda Harris.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public



Council Agenda Background

PRESENTER: David Miller, Deputy City Manager
Janet Tharp, Kimley-Horn and Associates

DATE: 01/10/12

Council Mission Area: Foster economic growth - Central Bedford Development Zone.

ITEM:

Consider a resolution authorizing the City Manager to enter into an agreement with Kimley-Horn and Associates for the Central Bedford Redevelopment and Cultural District Plan, in the amount of \$74,905.

City Attorney Review: No

City Manager Review: _____

DISCUSSION:

At the November 5, 2011 Council Work Session, staff was directed to proceed with finding a firm to work with the City to establish a Central Bedford Development Zone. The firm was to provide input as to the Zone boundaries as well as economic feasibility, site studies, stakeholder input, and design charrettes.

Over the past several weeks, staff has interviewed four firms that provide the aforementioned type of services. These four firms were Bennett, Benner, and Pettit; Freese and Nichols/Urban Planning Group; Kimley-Horn and Associates; and The Management Connection.

A preliminary meeting was held with a representative of each firm during which an explanation of the project was provided, as well as the City's expectations. Each firm was then asked to provide a proposed scope of services.

All four firms provided a proposal. Staff reviewed the proposals and each firm was interviewed and was able to provide information regarding their abilities and past experiences. After the interviews were completed, Staff believes that Kimley-Horn and Associates (KHA) offers the best total package for accomplishing the given goal.

KHA has successfully completed projects of this magnitude for other municipalities and have put together a cohesive team of economic experts, engineering experiences, and design teams that should produce a very viable and workable plan for the development of the Zone. KHA was also the firm that conducted the Transportation Study for the NTE project. This knowledge of the City is an additional asset for this project.

The contract has been submitted to the City Attorney for review, which will be completed prior to the Council meeting.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement with Kimley-Horn and Associates for the Central Bedford Redevelopment and Cultural District Plan, in the amount of \$74,905.

FISCAL IMPACT:

\$74,905 from the General Fund, using anticipated FY2012 savings.

ATTACHMENTS:

Resolution
Contract

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES FOR THE CENTRAL BEDFORD REDEVELOPMENT AND CULTURAL DISTRICT PLAN, IN THE AMOUNT OF \$74,905.

WHEREAS, the City Council of Bedford, Texas wishes to foster economic growth throughout the City of Bedford, but most particularly in the Central Bedford Development Zone; and,

WHEREAS, Kimley-Horn and Associates have previously worked for the City in conducting a Transportation Study in reference to the Highway 183 expansion, among other projects; and,

WHEREAS, the City Council of Bedford, Texas wishes to capitalize on the experience of Kimley-Horn and Associates and enter into an agreement for the design and study work of a Central Bedford Redevelopment and Cultural District Plan.

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

SECTION 1. That the City Council authorizes the City Manager to enter into an agreement with Kimley-Horn and Associates for the Central Bedford Redevelopment and Cultural District Plan, in the amount of \$74,905.

PASSED AND APPROVED this 10th day of January 2012, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

January 6, 2012

Mr. David Miller
City of Bedford
Deputy City Manager
2000 Forest Ridge Drive
Bedford, TX 76021

■
Suite 275
2201 West Royal Lane
Irving, Texas
75063-3206

Re: Central Bedford Redevelopment and Cultural District Plan

Dear Mr. Miller:

Kimley-Horn and Associates, Inc. will provide professional planning services for a Central Bedford Redevelopment and Cultural District Plan. This scope anticipates beginning work in February 2012.

The Scope of Services as outlined on the following pages is based upon our recent discussions:

Project Understanding

Kimley-Horn and Associates, Inc. (Consultant) understands that the City of Bedford (Client) desires a Redevelopment and Cultural District plan for Central Bedford to reflect Bedford's culture, character and values, while also providing a vibrant and clear message for the future. The Redevelopment Plan will include a Vision for Central Bedford; Land Use, Transportation and Urban Design concepts and recommendations; site analysis based on market conditions; recommended conceptual design standards and an implementation program.

Client's Responsibilities

The Consultant understands that the Client will provide the following information, on which we may rely, for our use in completing this Scope of Services:

- 1) All background studies, ordinances, regulations, site data, and permitting history and information applicable to the study area.
- 2) GIS data bases.
- 3) Assistance in contacting council members and stakeholders to set up meetings and interviews.
- 4) Timely review of draft materials.

Professional Services

The Consultant will provide the following Basic services as set forth below:

Task 1: Project Initiation and Management

- 1.1: Hold kick-off meeting & identify initial issues (meeting to include Consultant team, staff members, and selected key stakeholders from study area)**
 - a. Review scope and scheduling of meetings and discuss initial tasks that need to occur.

- b. Meet with staff and key stakeholders to reach a strong understanding of critical issues.
- c. Review and confirm outreach approach.
- d. Work with City to identify list of key stakeholders (council and community members) to interview.
- e. Tour the study area with the staff to gain a first-hand understanding of opportunities and constraints related to the study area.

1.2: Assemble, review & evaluate existing plans and background materials

- a. Gather available land use, urban design, and transportation data needed to provide baseline information for the plan.
- b. Obtain Bedford's previously prepared economic data and market research studies.
- c. Compile GIS data.
- d. Review available information including applicable and available plans, existing development patterns, studies, codes, resolutions and maps, so that questions and information gaps can be quickly identified.
- e. Review and analyze relevant background materials, particularly with respect to development issues at the state, county and asset level (e.g., third party studies, recent economic impact studies, etc.).

1.3: Assess visual character

- a. Perform a visual analysis of typical land use types to catalogue the character of existing structures, parking, streets and open space. Use examples of each land use type to explain areas that need physical changes, and to clearly explain concepts.
- b. Prepare a map of generalized land use types to explain where various design characteristics predominate and where future strategies could be targeted.

1.4: Establish stakeholder committee

- a. Work with City staff to form a representative stakeholder committee.

1.5: Recommend extent of study area and confirm major goals and objectives

- a. Recommend study area boundaries based on preliminary physical and issue assessment.
- b. Meet with staff and stakeholder committee to confirm goals and objectives and present preliminary issues, evaluation and assessment.

Deliverables:

- Review of Scope of Work
- A group tour of the City center with staff and/or key stakeholders
- Collection and review of previous plans and relevant planning initiatives and GIS data
- List of key stakeholders to interview, such as representatives from the City, other key agencies and civic organizations
- A kick-off meeting with a PowerPoint presentation discussing the scope, initial identification of issues, an evaluation of existing plans, a description of existing data, and an assessment of the City center's visual character
- Identification of Central Bedford Redevelopment Zone and Cultural District boundaries

Meetings:

- One kick off meeting

Task 2: Public Outreach and Involvement Plan Development

The following outreach tools and workshop and outreach activities occur throughout the planning process.

- 2.1 Conduct 12 in-depth interviews comprised of City Council members and community stakeholders, to be determined by City**
 - a. City staff to schedule interviews with council members and stakeholders and provide room for interviews.
 - b. Conduct interviews.
 - c. Summarize interviews, identifying key community themes, issues and important outreach suggestions.

- 2.2 Conduct three meetings with stakeholder committee**
 - a. Meet with Stakeholder Committee three times to provide progress updates and solicit input on strategic decisions.
 - b. Develop “Guiding Principles” to answer the question: “What should Bedford’s city center be in the future?”

- 2.3 Conduct one public open house**
 - a. Facilitate a community open house to introduce citizens to the comprehensive plan team and process, broaden community participation and incorporate qualitative knowledge or “street sense” into the plan principles.
 - b. Provide participants an opportunity to discuss community issues, and participate in the identification of action items for advancing community goals.
 - c. Summarize community input results.

- 2.4 Hold design review session with City staff, leaders and selected stakeholders to obtain input on initial recommendations**
 - a. Develop initial designs through a design charrette with key City leaders and stakeholders.
 - b. Present initial designs to Stakeholder Committee to obtain feedback and input on initial recommendations.

- 2.5 Hold open house: present draft final plan**
 - a. Conduct a public open house to present the draft plan to interested community members.
 - b. Staff a series of “stations” to explain the plan’s goals and vision and to highlight significant aspects of the plan.

Deliverables:

- Qualitative discussion guide
- 12 in-depth interviews
- PowerPoint presentation and report covering all findings
- Public involvement materials

- Postcards for two open houses (Consultant to provide printed post card – City to provide mailing labels and postage)
- Three stakeholder committee meetings
- Materials for meetings
- Notification flyers or letters
- Meeting and workshop agendas

Meetings:

- 12 interviews over two days
- 6 meetings (three stakeholder meetings; one open house; one design charette; one plan open house)

Task 3: Plan Analysis

3.1: Evaluate existing and future land use

- a. Map existing land use.
- b. Evaluate land use capacity.

3.2 Evaluate demographic and development trends

- a. Characterize regional demographic trends and conditions which may influence central Bedford.
- b. Understand recent development trends driving the character of central Bedford.

3.3: Evaluate economic trends

- a. Detail review of existing market reports.
- b. Using previously completed market and economic analyses, summarize the base case, market areas, trends and projections.
- c. Update geography and data to include:
 - i. establishing a potential Trade Area for Bedford.
 - ii. providing demographic, psychographic, sales potential, expenditure, and associated data to support land planning and analysis.
- d. Prepare summary of data and charts.
- e. Identify potential key catalysts to include:
 - i. Location/extents of each area.
 - ii. Estimate of leakage/demand within each catalyst area to include estimated retail reclamation and associated potential sales tax capture.
 - iii. Narrative summary of each catalyst area.

3.4 Identify transportation issues

- a. Analyze components of the existing transportation infrastructure such as circulation, connectivity, multimodal facilities and access, to determine excesses or deficiencies in central Bedford.
- b. Review potential for street improvements to improve connectivity and enhance walking and biking experiences.

3.5 Analysis diagram

- a. Prepare a diagram which depicts results from background research – to include opportunity areas, corridors, potential connections, etc. This will be used as the basis for the design charrette.

Deliverables:

- A PowerPoint presentation reviewing demographic and economic trends, economic findings and scenarios, land use capacity, and the transportation analysis
- Analysis diagram

Task 4: Redevelopment Plan and Cultural District recommendations

The Redevelopment Plan will include:

4.1: The Central Bedford Vision

- a. Allow residents, business owners and visitors an opportunity to see what central Bedford strives to be.
- b. Develop the Vision with property owner and citizen input that reflects their values, goals and what they want for the future.

4.2: Land Use, Transportation and Urban Design

- a. Illustrate the central City's intentions for physical development, redevelopment, conservation, and growth and show future land use and development patterns.
- b. Address concepts for gateways, intersections and buildings to establish a central City and cultural district identity.
- c. Present opportunities for mixed use development, public spaces and enhanced amenities.
- b. Address the connectivity of land uses and transportation and guide proposed land use locations and patterns.
- c. Include policies fundamental to the creation of safe and pedestrian-supportive and attractive communities. Address potential context sensitive street design initiatives.

4.3 Site analysis for land use planning based on market conditions

- a. Provide strategic input into land use planning based on market research.

4.4 Recommend conceptual design standards

- a. Recommend design standards to move central Bedford towards the citizen's vision.
- b. Identify creative land use mechanisms to implement, such as "pocket" mixed use developments which might include office, retail, hotel, and restaurant space with public and open spaces incorporated.
- c. Explore opportunities for pleasing buffers, entry features, and overall landscape / building concepts.
- d. Lay out a phase 2 implementation schedule for drafting and adoption of specific design guidelines.

Deliverables:

- Draft Vision
- Draft Redevelopment Plan
- District recommendations
- Detailed site plan/plan view of study area
- Streetscapes/cross sections
- Two to three perspectives of potential development sites, gateways, or design features (May include a design feature to draw people off of the highway, as appropriate.)
- Conceptual design standards

Task 5: Implementation plan – making the plan a reality

- a. Prepare an implementation strategy that prioritizes implementation measures or policies to move central Bedford toward the desired vision.
- b. Include short and longer term actions and order of magnitude costs.
- c. Detail responsible parties and desired time frames.
- d. Present funding options.

Deliverable:

- Implementation plan

Task 6: Hearings and Adoption

- a. Work with the City staff throughout the adoption process.
- b. Deliver final documents.

Deliverables:

- Up to two rounds of editing draft final presentation
- Document provided in a form that is economically reproducible, easily updated and easily accessed and understood by the public
- All files and databases will be given to the City for ownership and future use

Meetings:

- One meeting with the Planning Commission and one meeting with the City Council

Exclusions

Any items requested by the Client that are not outlined in the above scope will be considered excluded from this contract and may be provided only if requested and authorized in writing by the Client.

The Consultant can provide the following services, but they are not included in the limited scope of this proposal:

- Comprehensive Market Analysis
- Economic Impact Analysis
- Retail/Commercial Merchandising Plan
- Market Plan
- Traffic Impact Studies or Signal Design
- Revisions due to changes in regulations
- Final development plans
- Final design standards/zoning ordinance revisions
- Additional work due to increase in project size, cost or scope

Additional Services

No additional services shall be provided without prior written authorization from the Client. Should additional services be required, the Consultant will work with the Client to develop a lump sum fee.

Fee and Billing

The Consultant will perform the Basic Services (Tasks 1-6) for a lump sum fee of \$74,905. (See Exhibit “A” – Attached.)

Fees will be invoiced monthly in the Consultant’s format via e-mail, based as applicable, upon the percentage

of services performed as of the invoice date.

Schedule for Completion

The Consultant will work with the Client to develop a mutually acceptable project schedule (See Exhibit "B" – Attached.)

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Bedford, Texas.

Fees and times stated in this agreement are valid for sixty (60) days after the date of this letter.

If you concur in the foregoing and wish to direct us to proceed, please execute one copy of this letter documenting this contract amendment and return it for our files.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Eric Z. Smith
Assistant Secretary

Kurt Schulte
Vice President

Attachments: Exhibits "A", "B", and "C"

AGREED to on the _____ day of _____, 2012.

City of Bedford, TX

By: _____

Beverly Griffith, City Manager

E-mail address and name for invoicing purposes:

EXHIBIT "A"

COMPENSATION
Central Bedford Redevelopment and Cultural District Plan
Basic Services (Lump Sum)

Task	Fee
Task 1: Project Initiation and Management	\$8,757
Task 2: Public Outreach and Involvement Plan Development	\$21,810
Task 3: Plan Analysis	\$17,720
Task 4: Redevelopment Plan and Cultural District recommendations	\$19,234
Task 5: Implementation plan	\$6,024
Task 6: Hearings and Adoption	\$1,360
Total	\$74,905

EXHIBIT "B"

PROPOSED PROJECT SCHEDULE

Central Bedford Redevelopment and Cultural District Plan

Note: The following schedule is preliminary in nature and is intended for project planning purposes.

Central Bedford Redevelopment and Cultural District Plan Schedule	2012						
	Feb	Mar	Apr	May	June	July	Aug
Task 1: Project Initiation and Management							
1.1 Hold kick-off meeting & identify initial issues (meeting with staff and select stakeholders)							
1.2: Assemble, review & evaluate existing plans and background materials							
1.3: Assess visual characterconditions							
1.4: Establish stakeholder committee - working with city staff							
1.5: Recommend extent of areas and confirm major goals and objectives							
Task 2: Public Outreach and Involvement Plan Development							
2.1: Conduct in-depth interviews - 7 city council and 4 community (interviews to be set up by city)							
2.2: Work with stakeholder steering committee							
2.3: Conduct public open house							
2.4: Hold design review session to obtain input on initial recommendations							
2.5 Hold open house: present draft final plan							
Task 3: Plan Analysis							
3.1: Evaluate existing and future land use and historic resources							
3.2: Evaluate demographic and development trends							
3.3: Evaluate economic trends and tools							
3.4: Identify transportation issues							
3.5: Analysis Diagram							
Task 4: Redevelopment Plan and Cultural District recommendations							
4.1: The Central Bedford Vision							
4.2: Land Use, Transportation and Urban Design							
4.3: Site analysis for land use planning based on market conditions							
4.4: Recommed conceptual design standards							
Task 5: Implementation plan – making the plan a reality							
Task 6: Hearings and Adoption							

Exhibit "C"

KIMLEY-HORN AND ASSOCIATES, INC. STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.

(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.

(i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 60 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 60 days at the rate of 12% per annum beginning on the 60th day. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 60 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.