

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, January 24, 2012
2000 Forest Ridge Drive
Bedford, Texas 76021

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

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

CALL TO ORDER

WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Discussion of proposed changes to the Sign Ordinance.

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 551.087, deliberation regarding economic development negotiations relative to OTB Acquisition, L.L.C. (“On the Border Restaurant”).

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION

PLEDGE OF ALLEGIANCE

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Employee Service Recognition.
2. Proclamation declaring February 2012 as Love Your Library Month.

PERSONS TO BE HEARD

3. The following individuals have requested to speak to the Council tonight under Persons to be Heard:
 - Roger Smeltzer, 2909 Miles Way, Bedford TX 76021 – Requested to speak to the Council regarding signage ordinance review and potential changes.

APPROVAL OF THE MINUTES

4. Consider approval of the following City Council minutes:
 - a) January 10, 2012 regular meeting

NEW BUSINESS

5. Public hearing and consider a resolution authorizing the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 38th Year Program for the sanitary sewer improvements in the 2000 block of Memphis Drive (Mid-block east to Central Drive), the 1100 block of Central Drive from Knoxville Drive to just south of Schumac Lane and the 2000 block of Schumac Lane west of Central Drive.
6. Consider a resolution authorizing the City Manager to enter into a professional services contract with Farmer & Associates, Inc. in the amount of \$29,940 for Asbestos Abatement and Demolition Specifications for properties purchased as part of the flood plain mitigation and preservation efforts adjacent to Sulphur Branch and its tributary.
7. Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement with Tarrant County for the purchase of liquid asphalt.
8. Consider a resolution of the City Council of the City Of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with OTB Acquisition, L.L.C. ("On the Border Restaurant")
9. Consider a resolution authorizing the City Manager to purchase five electronic ticket writers with related hardware and software in the amount of \$18,385 through Brazos Technology, utilizing the City of Frisco contract.
10. Consider a resolution authorizing the city manager to enter into a contract agreement for one year with The Sponsor Bureau to provide sponsorship consulting services for the City of Bedford 4thfest and Labor Day Blues & BBQ Festival.
11. Consider a resolution ordering the May 12, 2012 General Election.
12. Discussion and possible action to appoint a delegate from the City Council to attend the ICSC Convention May 20-23. ***Item requested by Mayor Story
13. 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

14. Council member reports

15. City Manager report

16. 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 20, 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: Dan Boutwell, MPRG
William Syblon, Development Director

DATE: 01/24/12

Work Session

ITEM:

Discussion of proposed changes to the Sign Ordinance.

City Manager Review: _____

DISCUSSION:

On November 5, 2011 Council held a Work Session to discuss potential amendments to the City of Bedford's Sign Ordinance. The result of that meeting revealed several Council requested changes to the Ordinance. The following is a summary of the more significant proposed changes:

- Freeway Pole Signs (Pg. 13) – Increase maximum height from 50 ft. to 65 ft., and maximum size from 200 square feet to 300 square feet.
- Mural (Pg. 4) – Provided a definition for Mural.
- Portable Signs (Pg. 11) – Proposed amendment to prohibit portable signs, with the exception of governmental and non-profit organizations.
- Political Signs (Pg. 12) – Language added deferring authority to the Texas Local Government Code, and prohibiting political signs on City-owned property.
- US/Texas/Patriotic Flags (Pg. 17) – Ordinance has been further clarified that these items have no restrictions.
- Commercial Complex for Sale/Lease Signs (Pg. 12) – New language added further limiting number of signs to one per platted property per street frontage, and material of signs to be masonry, metal, or wood, and consistent with the architectural composition and style of the main structure.
- New Commercial Building Signs on 183/121/157 (Pg. 18) – This item has been removed from the ordinance.
- “Still in Business” Signs (Pg. 12) – Language added to allow these types of signs during construction caused by public police authority when access or visibility of the business is substantially hampered. A maximum area and height have also been added. Signs approved through the Building Official's office.

ATTACHMENTS:

City of Bedford Sign Ordinance reflecting proposed changes

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Article III. Signs*

DIVISION 1. GENERAL PROVISIONS

Section 6-66. PURPOSE OF ARTICLE

The purpose of this article is to provide uniform sign regulations for the City of Bedford, and its provisions shall be held to be the minimum requirements in the installation, erection, location, alteration, replacing, improving and maintenance of all signs. It is further intended to encourage signs which are well designed; which preserve locally recognized values of community appearance; which protect public investment in and the character of public thoroughfares; which aid in the attraction of shoppers and other visitors who are important to the economy of the city; which reduce hazards to motorists and pedestrians traveling on the public roadways; and thereby to promote the public health, safety and welfare.

Section 6-67. DEFINITIONS

Abandoned sign: Any sign which pertains to a time, event or purpose which no longer obtains; any sign which was erected for or by the owner, occupant or business on a property and is now unrelated to the present use of this property; any sign, except a real estate sign, which is located on property which becomes vacant and unoccupied for a period of three months or more.

Advertising Matter: The placement on, anchoring of or suspension from any building, pole sign, sidewalk, parkway, driveway, lawn, area or parking area of any goods, wares, merchandise or other advertising object which is, but not limited to, light; inflatable objects, pennants, or flags for the purpose of calling attention to.

Awning: An architectural projection, which provides weather protection, identity or decoration, and is supported by the building to which it is attached. It is composed of a lightweight rigid or retractable skeleton structure over which another cover is attached which may be of fabric or other materials may be illuminated. Sign text and logos on awnings are calculated as signage (not the entire awning area).

Balloon: A non-porous, flexible inflated device using inert gas as advertising matter.

Banner Sign: A temporary sign intended to be hung either with or without a frame, possessing characters, letters, illustrations, or ornamentation's applied to paper, plastic, or fabric of any kind.

Billboard: A sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service or product not principally located or primarily manufactured or sold on the premises on which the sign is located. These signs are generally located off premise.

Builder's Directional Sign: A sign providing direction or instruction to guide persons to sites where new homes are under construction, usually off-premise.

Buildings and Standards Commission: A Board composed of members appointed by the City Council to hear and rule upon variance requested to the Sign Ordinance. Building Official: The officer or other persons with the City of Bedford charged with the administration and enforcement of the Sign Ordinance.

Business Sign: An on-site sign which directs attention to, and/or used to identify a business, profession, organization, institution, commodity, service, activity, entertainment, or other non-residential use conducted, sold, or offered on these premises, (site) where such sign is located, or within the building to which such sign is affixed.

Canopy: A canopy is a roof like structure that shelters a drive lane use such as, but not restricted to, a gasoline pump island. A canopy is open on two or more sides and maybe supported by either columns or by being attached to the building to which it is accessory.

Changeable Copy Sign: A sign that is utilized year round, but the copy is changed periodically, advertising different specials associated with retail sales. This does not include a portable sign

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that may have changeable copy but is not permanently placed or located at a specific site. However, it does include the following signs:

Message Board Sign: Any sign or portion of a sign that uses changing lights to form a non-pictorial message in text format wherein the sequence of messages and rate of change is electronically programmed and can be modified by electronic process.

Electronic Graphic Display Sign: A sign or portion thereof that displays electronic, static images, static graphics or static pictures, with or without information, defined by a small number of matrix elements using different combinations of light emitting diodes (LED's), fiber optics, light bulbs or other illumination devices within the display and where the image sequence is accomplished immediately or by means of fade, repixelization, or dissolve modes.

Video Display Sign: A sign that changes its message or background in a manner or method of display characterized by motion or pictorial imagery, which may or may not include text and depicts action or a special effect to indicate movement.

Clearance: The vertical distance from the bottom of a sign face to the ground.

Construction Sign: A temporary sign identifying individuals or companies involved in the design, construction, wrecking, or improvements of the premises where work is under construction.

Decorative Flag: A flag or banner that contains no name, initials, or similar items, used to attract attention. Colored flags only.

Dilapidated or Deteriorated Condition: Where structural support or frame members are visibly bent, broken, dented, deteriorated or torn sign copy materials and or paint must be to such an extent that a danger of injury to persons or property is created, or where the sign or the structure is not in compliance with the building code adopted by the City.

Development Sign: A temporary on-site sign providing identification on information pertaining to residential or commercial development to include the builder, property owner, architect, contractor, engineer, or mortgage and project name.

Directional sign: Any sign, other than a highway marker or any sign erected and maintained by public authority, which is erected for the purpose of directing persons to a place, structure or activity not located on the same premises as the sign.

Directory sign: A sign listing the occupants of a building, or group of buildings on the same parcel, and/or identifying the location of and providing directions to any establishment on the same parcel.

Enclosed Frame/Changeable Copy Sign: See Changeable Copy Sign

Erect: To build, construct, attach, hang, place, suspend or affix, and shall also include the painting of the signs on the exterior surface of a building or structure.

Flag: A piece of cloth or fabric usually rectangular in shape, of distinctive color and design, used as a symbol, a standard or signal to attract attention. Exemptions to this are patriotic flags, i.e. U.S., State, and City flags.

Flashing Sign: An illuminated sign on which the artificial source of light is not maintained stationary or constant in intensity and color at all times when such sign is illuminated. For the purpose of the ordinance, any moving illuminated sign affected by intermittent lighting shall be deemed (to be) a flashing sign.

Framework: A support structure which meets all existing wind and load requirements as stated in City of Bedford Ordinance, designed to secure a banner or an inter-changeable copy on all sides.

Freestanding Sign: A sign not attached to a building. A freestanding sign may be either a pole (pylon) sign or a monument sign.

Gasoline Pricing Sign: An outdoor advertising display with changeable copy letters and numerals that displays the current price of fuel or gasoline for sale.

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Hawkers: A person holding a sign or in costume to advertise a business or encouraging stopping or buying products at a location.

Height Measurement: The height of any sign shall be measured vertically at 90 degrees from the ground at the base of the sign.

Illegal Signs: The Building Official or his designated representatives shall be authorized to abate or impound any temporary or permanent sign which is in violation of these regulations. Inclusive of advertising matter that constitutes a violation of the Bedford Sign Ordinance.

Illuminated Sign: A sign which has characters, letters, figures, or designs illuminated by electric lights, luminous/neon tubes or other means that are specifically placed to draw attention to, or provide nighttime viewing of, the subject matter on the sign face.

Illumination, Internal: Lighting by means of a light which is within a sign having translucent background, silhouetting opaque letters or designs, on which is letters or designs, which are themselves made of translucent material.

Illumination, External: Lighting by means of an unshielded light source, (including neon tubing, etc.) which is effectively visible as an external part of the sign.

Incidental Sign: Small sign, less than two (2) square feet in surface area, of a non-commercial nature, intended primarily for the convenience of the public. Included are signs designating restrooms, address numbers, hours of operation, entrances to buildings, directions, help wanted, public telephones and so forth. Also included in this group of signs are those designated to guide or direct pedestrians or vehicular traffic to an area or place on the premises of a business building by means of a directory designating names and addresses only.

Lighted Sign: See Illuminated Sign.

Logo: A “logo” is any design or insignia of an organization, individual, company, or product which is commonly used in advertising to identify that organization, individual, company or product.

Maintenance: All signs and support structures, together with all their supports, braces, guys, and anchors, shall be kept in good repair and in proper state of preservation. The display surfaces of all signs shall be kept neatly painted or posted at all times. No sign will be allowed to become frayed, discolored or torn.

Menu Board: A sign displaying the menu for a drive up window for an establishment such as a food establishment or car wash.

Message Board Sign: a sign composed of a matrix of individual bulbs or lights which are capable of displaying lights in a running or continuous fashion so as to provide transient pictures or information.

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

Mural: Artwork applied to the wall of a building depicting a scene or event of natural, social, cultural, or historic significance. Telephone numbers, advertising messages, and addresses may not be included in the artwork; however, logos, trademarks, and icons may be incorporated into the artworks as integral parts of the work.

Movable Sign: See Portable Sign.

Nonconforming Sign: Any sign lawfully constructed which fails to conform to the provisions of this article.

Off-Premise Sign: The term “off-premise sign” means a sign which is issued or intended to be used to attract attention to activities, commodities, services or other endeavors not offered on the premise on which the sign is located.

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On-Premise Sign: The term “on-premise sign” means a sign which promotes or advertises activities, commodities, services, or endeavors which are offered on the premise on which such sign is located.

Pennant: A wind device usually made of a lightweight plastic, fabric or other material whether or not containing a message of any kind, usually triangular in shape and attached to a single cord.

Pole Sign: A freestanding sign supported by a pole or poles having no guys or braces to the ground or to any other structure.

Political Sign: A temporary sign pertaining to any national, state, county or local election. A sign that contains primarily a political message.

Portable (or moveable) Sign: Those signs that are not firmly attached to the ground, a building, or other structure, and those that can be easily moved or carried about and reused numerous times at different locations.

Primary Signage Wall: The wall determined to be the primary signage wall, subject to its incorporating either the major entrance or the common street address.

Projecting Sign: A sign that projects from a building or wall, to which it is affixed, by more than twelve (12) inches.

Pylon Sign: A freestanding sign erected on a premise; said sign having two or more poles, shafts, piers, which are solidly affixed to the ground and not attached to a building. The supports, columns, or poles are generally located on the outside of the sign structure with the contents of the sign affixed between the columns.

Reader-board Sign: A changeable copy sign with strips attached to the face of the sign to hold removable displays letters and numerals for the purpose of identifying products sold or services provided by the related business tenant on the same premise.

Real Estate Sign: A temporary sign pertaining to the sale, lease or rental of real property.

Roof Sign: A sign erected upon or above a roof or parapet of a building or structure.

Sandwich Board or Sidewalk Sign: A moveable sign, typically an “A” frame, not secured or attached to the ground or surface which it is located.

Secondary Signage Wall: The wall of a building which is determined to be of secondary importance to the business or establishment occupying the premises, and shall include any wall not designated as a primary wall; and shall not limit the number of secondary signs placed on the building.

Setback: The distance from the property line or right-of-way line of all streets adjacent to the premises on which the sign is located.

Sign: Every sign, name, number, identification, description, announcement, declaration, demonstration, device, display, flag, banner, pennant, illustration, logo, balloon, streamer, valance, advertising display, poster, beacon, light or insignia, affixed directly or indirectly to or upon any building, window, door or outdoor structure, calling attention to any object, product, service, place, or activity.

Sign Area: Calculation means the area of the sign to be computed by drawing a line or lines around the sign in such a way as to form a rectangle oriented horizontally. The sum square footage of these figures shall be considered as the total area of the sign face. A sign face may be single sided or double sided, as with a typical pole sign; however, to calculate the area of a multi-sided sign, the sum of all sides of the sign shall not exceed twice the area specified for sign face.

Sign Box: The rectangle used to calculate the sign area.

Still in Business Sign: [A temporary sign to advertise and notify of the continued operation of a business at a site which may experience trauma due to public construction causing a disruption, decreasing visibility or difficulty of access to the site on which the business is located.](#)

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Swooper Flag: A banner type sign that is attached to an aluminum or fiberglass rod which is inserted directly into the ground or into a sleeve embedded in the ground or portable base. The flag portion of the sign is attached on one side, permitting the unattached side to move freely in the wind.

Temporary Sign: Any sign constructed of cloth, canvas, plastic, light fabric, wallboard or other material with or without frames intended to be displayed for a limited period of time only.

Vehicular Sign: Any sign attached to a trailer, skid, or similar mobile structure, where the primary use of such structure is to provide a base for such sign or constitute the sign itself.

Vertical Banner: Any sign of a lightweight fabric or similar material that is mounted to a pole in a vertical fashion secured at top and bottom of banner.

Wall Area: The area of the wall from the finished floor elevation (or top of foundation) to the top of the parapet wall or to the bottom of the eave, which ever is highest. This wall area is as shown on the architectural elevation of the wall including glass area and recessed wall areas.

Wall Area, Multistory Building: The sign wall area calculation for multistory buildings shall be based upon the height of the first story (including any mezzanine level).

Wall Sign: A sign which is attached or affixed to the wall of a building or is an integral part of the wall of a building with the exposed face of the sign in a plane parallel to and not extending more than twelve (12) inches from said wall. A wall sign shall not extend above, the wall/parapet to which the sign is attached. For the purpose of this section, awnings, canopy fascias, mansards extending along a building side shall be considered a part of the wall. The roof (including mansard and fake mansard roofs) and roof area are not included in the wall area.

Window Sign: A sign attached to, placed upon or painted on the window or door of a building which is intended for public viewing from the exterior of such building.

Section 6-68. ADMINISTRATION & ENFORCEMENT

- (a) Building Official: The provisions of this article shall be administered and enforced by the building official and such representatives as he may designate. All other officers and employees of the city shall assist and cooperate with the building official in administering and enforcing the provisions of this article.
- (b) Permits required. No sign shall be erected, re-erected, constructed, attached, altered, painted on, or maintained, except as provided by this article and after a permit for the same has been issued by the building official. A separate permit shall be required for a sign for each business entity, and a separate permit shall be required for each group of signs on a single supporting structure. In addition, electrical permits shall be obtained for electric signs.
- (c) Application for permit. The application for a sign permit shall be in a form approved by the Building Official which shall contain the following information:
 1. Sign use classification.
 2. Name, address and telephone number of the applicant.
 3. Name, address and telephone number of the owner of the property on which the sign is to be located.
 4. Name, address and telephone number of the lessee the sign is to benefit, if any.
 5. Name, address and telephone number of the person erecting the sign.
 6. Scaled site plan showing:
 - a. location of the building, structure or tract to which or upon which the sign is to be attached or erected,

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- b. the position of the sign in relation to nearby structures or other signs, and
 - c. dimensions of setbacks, building lines, distances between sign and streets and property lines.
7. Scaled drawing of the sign including the height, width, area, design and text.
 8. Engineered drawings
 9. Such other information as may be requested by the Building Official.
- (d) *Fees.* Sign permit fees and plan review fees shall be paid in accordance with the sign permit fee schedule established by the Bedford City Council. Sixty-five percent of the sign permit fee shall be charged as a plan review fee.
- (e) *Exemptions from Requirement for Permit;* A permit shall not be required for erection of any of the following signs; provided, however, such signs shall otherwise comply with all other applicable provisions of the sign code:
1. In all zoning districts, with the exception of residential and multi-family districts, for a sign not exceeding eight (8) square feet in area, which advertises the sale, rental or lease of the premise shall be exempt. The sign shall be removed upon the completion of the sale or lease of the premises.
 2. Nameplates not exceeding one (1) square foot in area.
 3. Construction signs, not exceeding a total of sixteen (16) square feet in area, denoting the architect, engineer or contractor, and placed upon the premises under construction. Said construction signs shall not be placed on the premises prior to construction and shall be immediately removed upon completion of construction.
 4. Occupational signs, not exceeding two (2) square feet in area, denoting only the name and profession of an occupant in a commercial building or public institutional building. There shall not be erected more than one occupational sign per person.
 5. Standard maintenance, painting, repainting or cleaning of an advertising structure or message thereon for an ongoing entity for which no structural changes are required. Painting, repainting or cleaning of an existing advertising structure or message for a new business is not included in this exception. Lighted signs are not included in this exception except for theater marquees and similar signs that are specifically designed for the use of replaceable copy.
 6. Political signs as defined in Section 6-67.
 7. Signs that are permitted through the Zoning Board of Adjustment for Special Events outside sales and storage of merchandise.
 8. Non-illuminated commercial directional signs not exceeding four (4) square feet in area or three (3) feet in height, provided that such directional signs do not contain advertising and are not used as such.
 9. "Now hiring" signs. Employment ads are exempt.
 10. Flags, emblems and insignia of any governmental body and decorative displays for holidays or public demonstrations which do not promote or identify any person or the goods and services supplied by a person.
 11. Window signs as defined in Section 6-67.
- (f) *Sign Maintenance Required.* All signs and sign support structures, together with all of their supports, braces, guys and anchors, shall be kept in good repair and in proper state of preservation. The display surfaces of all signs shall be kept neatly painted or posted at all times.
- (g) *Double permit fee:* The permit fee for a sign permit shall be doubled when the installation or alteration of a sign is commenced or completed before the necessary permit is obtained.

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- (h) Time limit for exercise of sign permit: In all cases where a sign permit has been approved, the sign permit shall be obtained and the sign(s) erected within a period not to exceed 180 days from the date of approval. In the event such sign or signs are not erected within this period the permit shall become null and void.
- (i) Only permitted signs to be erected: No person shall erect, reconstruct, alter, relocate or place any sign within the city except such signs as are permitted by this article. All signs, including the frames, braces or supports thereof, shall be constructed and maintained in compliance with this title, the building and electrical codes, the zoning ordinance and all other applicable ordinances of the city.
- (j) Inspections: All signs for which permits are required shall be subject to inspection by the building official. Footing inspections may be required by the building official for all signs having footings. All signs containing electrical wiring shall be subject to the provisions of the governing electrical code, and the electrical components used shall bear the label of an approved testing agency. The building official may order the removal of any sign that is not maintained in accordance with the provisions of this section. All signs may be reinspected at the discretion of the building official.
- (k) Fines for Noncompliance: Violators of any provision of this section shall be subject to fines set forth in this Code and/or signs may be removed by agents and employees of the city and may be either stored or destroyed without liability to the city or its agents or employees. The owner of a sign confiscated by the city may claim the sign if it is still in the custody of the city upon payment to the city of an administrative fee of \$10.00 per sign. Violators are subject to municipal action for signs confiscated by the City and are subject to a fine as provided by State law.
- (l) Permit Revocable: The Building Official may suspend or revoke any sign permit whenever it is determined that the permit has been issued in error or on the basis of incorrect or false information supplied, or whenever such permit was issued in violation of any provision of this ordinance, any other ordinance of the City, the laws of the State of Texas or the federal government. Such revocation shall be effective when communicated in writing to the person to whom the permit is issued or the owner of the sign or the owner of the premises on which the sign is located. Any sign the subject of a revoked permit shall be immediately removed by the person in control of the sign or premises upon which the sign is located within 15 days of written notice of revocation.
1. A person may appeal the revocation of the sign permit to the Building and Standards Commission by filing with the Building Official written notice of an intention to appeal within 10 days after receipt of written notice of revocation. The decision of the Building and Standards Commission is final.
 2. Notice of revocation shall be deemed to have been received when deposited in the mail, postage prepaid, addressed to the owner of the premises, the owner of the sign, and the tenant for whose benefit the sign is erected as listed in the permit application.
- (m) Sign Removal: The owner of any property upon which any of the following signs are located shall immediately remove the sign upon notice from the Building Official:
1. Any illegal, non-conforming sign.
 2. Any legal, non-conforming sign which has been substantially destroyed or dismantled for any purpose other than maintenance operations or for changing letters, symbols or other matters on the sign. The sign shall be deemed to be substantially destroyed or dismantled if the cost of repairing the sign is more than 60% of the cost of erecting a new sign of the same type at the same location.
 3. Repair of or removal of dilapidated or deteriorated signs. Upon determination by the Building Official that a sign is in a dilapidated or deteriorated condition, the Building Official shall give notice of said determination to the owner of the sign, or the owner of the property on which the sign is erected, and the lessee that the sign is to benefit. Said notice shall further specify a time period in which said dilapidated or deteriorated condition must be corrected. In the event the dilapidated or deteriorated condition is not corrected within the time provided in the notice of the Building Official, then the owner of the property on which said sign is erected and the owner of the sign shall immediately remove the sign.

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4. Removal by City: In the event any owner of property on which a sign is situated fails to comply with any order issued by the Building Official for removal of a sign under the provisions of this ordinance, then the City may undertake to remove said sign in compliance with the order. The owner of the land on which the sign is situated and the owner of the sign shall pay all costs incurred by the City in the removal of the sign.
- (n) **Relief by the Building and Standards Commission:** In order to prevent or lessen practical difficulties and unnecessary hardship inconsistent with the objectives of this article, the Building and Standards Commission may grant relief in the form of a waiver from the regulations prescribed herein relating to the height, area, location or number of signs; in such cases, however, the following circumstances shall be found to apply when granting a waiver:
1. Any waiver granted shall be subject to such conditions as will assure that the waiver thereby granted shall not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and district in which the subject property is situated; and
 2. Due to special circumstances applicable to the subject property, including size, shape, topography, street frontage, location or surrounding land use, the size or height of the building on which the sign is to be located; the classification of the street or highway on which the sign is located or designed primarily to be viewed from, the strict application of sign regulations is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classification.
- (o) **Appeal- Decision of Building Official:** All questions of interpretation and enforcement shall be first presented to the building official and such questions shall be presented to the Building and Standards Commission (established by Section 22-31 of this Code), only on appeal from the decision of the administrative official. Any person aggrieved by any interpretation or by any decision or ruling of the building official under the Sign Ordinance, shall have the right to make an appeal to the Building and Standards Commission. Notice of appeal shall be in writing and must be filed within 30 days. A fee of \$100.00 shall accompany such notice of appeal. Such an appeal shall be considered at a commission meeting and shall be subject to the regulations contained herein for commission meetings.
- (p) **Building and Standards Commission Appeal Hearing:** Within a period of 30 days from the filing of the appeal, the commission shall hear the appeal, together with the testimony of all parties concerned, and render a decision thereon within three (3) days thereafter. In hearing such an appeal, the commission shall not have the power to unconditionally waive or set aside the requirements of the sign ordinance, but shall have the power to interpret its provisions, and in case of alternate signage, shall determine whether such alternate signage is in fact equal to the standards of the sign ordinance, considering adequacy, stability, strength and safety to the public health and welfare.
- (q) **Appeal to District Court:** Any person who may be aggrieved by the decision of the Building and Standards Commission from a public hearing shall have a right of appeal to the District Court within ten (10) days from the date of the commission decision.
- (r) **Precedent of Regulations:** Where the rules and regulations of any other ordinance conflicts with these sign regulations, the regulations contained herein shall prevail and take precedence over any other regulation, including provisions as recorded in any zoning overlay district; however, with the exception of any Planned Unit Development district adopted after the effective day of this sign regulation.

DIVISION 2. CONSTRUCTION; INSTALLATION

Section 6-69. GENERAL REGULATIONS

- (a) **Existing Signs:** Each establishment shall be entitled to sign area within the as set forth herein limitations. However, the area of all existing signs to remain on the premises occupied by the establishment shall be reported by the applicant and shall be added to the proposed new sign(s) for comparison with these limitations, which shall govern total sign area, existing and proposed.

Article III. Signs*

- (b) Setback Limitation: There shall be a separation of ten feet between stand-alone signs. In addition, no part of any sign shall overhang the property line into the public right-of-way or into the adjacent property.
- (c) Street Visibility Triangle: No sign or other advertising structure shall be erected in the 25' by 25' visibility triangle at the intersection of two streets. The street visibility triangle is formed by the property lines and a diagonal line connecting them at points twenty-five feet (25') from the intersection of the property lines in compliance with the provisions of Section 31 (5.7) of the Bedford Zoning Ordinance. Any sign projecting into the visibility triangle shall have a clearance of at least ten feet above the centerline grades of the intersecting streets.
- (d) Driveway Visibility Triangle: No sign or other advertising structure shall be erected in the 7' by 60' visibility triangle at the intersection of driveway with a street. The driveway visibility triangle is formed by the property line, the edge of the driveway and a diagonal line connecting a point seven feet (7') along the edge of driveway from the right-of-way and a point 60 feet along the right-of-way line from the edge of driveway. This driveway visibility triangle shall be in compliance with the provisions of Section 31 (5.7) of the Bedford Zoning Ordinance. Any sign projecting into the visibility triangle shall have a clearance of at least ten feet above the centerline grades of the intersecting streets.
- (e) Traffic hazard: No sign shall be erected at any location where, by reason of the position, shape or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign or signal device; or which makes use of the words "stop", "go", "caution", "look", "danger", or any other word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic. Nor shall any person or individual (hawker) carry a temporary sign adjacent to or in a public right-of-way.
- (f) Pedestrian hazard: All signs or other advertising structures, which are erected at any point where pedestrians might be endangered, shall have a smooth surface and no nails, tacks or wires shall be permitted to protrude therefrom.
- (g) Lighting restrictions: Illuminated signs shall be erected in such a manner as not to interfere with traffic or pose other health or safety hazards.
- (h) Wind Pressure and dead load requirements: All signs shall be designed and constructed to withstand wind pressure of not less than 90 mph wind load factor and shall be constructed to receive loads as required by the Building Code.
- (i) Site plan. Whenever a site plan is required to be filed, the site plan shall show the proposed location of any signs to be erected on the property and shall define the size and height of the signs with dimensions and elevation views.
- (j) Sign Buffer Area at edge of a building: The edge of a wall sign shall be a minimum distance of one foot from the edge of the building wall or tenant space divider.
- (k) Wall Sign Setback Bonus. Wall signs that are setback from the public street right-of-way over one hundred and fifty feet (150') can increase the maximum primary wall signage size by 25%, and increase it an additional 25% for every additional one hundred feet (100') of setback; up to a maximum of 200% of the allowed sign area (i.e. 20% of the primary wall area) at four hundred and fifty feet (450').
 - 1. Over 150' setback, 125% of allowed sign area, or 12.5% of primary wall area,
 - 2. Over 250' setback, 150% of allowed sign area, or 15% of primary wall area,
 - 3. Over 350' setback, 175% of allowed sign area, or 17.5% of primary wall area,
 - 4. Over 450' setback, 200% of allowed sign area, or 20% of primary wall area**Under no circumstances shall the primary wall signage exceed 400 square feet regardless of wall size or increased setbacks.

(l) Required Parking Space: No sign shall be located in a required parking space.

Article III. Signs*

Section 6-70. SPECIAL SIGN TYPES

- (a) *Message Board Signs*: are subject to the same size and location restrictions as other signs regulated by this article. In addition, a message board sign is subject to the following restrictions:
1. Any change of pictures or information on the message board sign shall not produce the illusion of moving objects, expanding or contracting shapes, rotation or any similar effect of animation.
 2. Any change of pictures or information on the message board sign shall not change more often than once each three seconds for those portions of the sign, which convey time or temperature, or once each three (3) seconds for all other portions of a sign.
 3. Message board signs shall only be allowed to be placed in areas zoned "S", "L", "H" or "I" with frontage along the rights-of-way of arterial and collector roadways shown on the Thoroughfare Plan.
 4. All applications for message board signs must be accompanied with a certificate of approval of such sign from the state department of transportation in accordance with state law.
 - a. The determination of a health or safety hazard caused by a lighted sign or a message board sign shall be made by the traffic coordinator for the city and shall be controlling.
 - b. Any electrical wiring required for a sign to be lighted shall meet the electrical code of the city as determined by the building official or a designated representative.
 - c. No lighted sign or message board sign shall have a luminance of greater than 300 foot-candles, nor shall any such sign have a luminance greater than 200 foot-candles for any portion of the sign within a circle two feet in diameter. The restriction of luminance in this section shall be determined from any other premises or from any public right-of-way.
- (b) *Electronic Graphics Display Signs*: shall be permitted by granting of a waiver to the Special Sign Types regulations on a site-specific basis upon approval of the Building and Standards Commission.
- (c) *Video Display Signs*: shall be permitted by granting of a waiver to the Special Sign Types regulations on a site-specific basis upon approval of the Building and Standards Commission.
- (d) *Portable or moveable signs*: Determination by the building official or his designated representative as to whether any sign is portable or moveable shall be controlling. It is expressly provided that such signs are prohibited in any ~~residential~~ zoning district or within any right-of-way or city easement within the city except as provided herein. The following additional provisions shall apply to portable or moveable signs:
1. May be utilized for governmental and non-profit entities only. No commercial product, service, or business shall be included in the message.
 - ~~2. Only one such sign for each tenant on a multi-use lot or per business on sign on a single use lot shall be permitted for display at one time.~~
 - ~~2. Signs on a multi-tenant lot shall be separated by a minimum of two hundred and fifty (250) feet.~~
 - ~~3. Any such sign shall be permitted on premises only.~~ No such sign shall exceed a total area of 50 square feet.
 - ~~4. No such sign shall be lighted. Any such sign may be displayed a maximum of 120 days per calendar year; with a maximum time period of 30 days, and a minimum interval period of 30 days.~~
 - ~~4.5. Written permission from the property owner or management regarding the placement of any sign number of days allocated for "lot" is required.~~
 - ~~5.6. Any such sign must be located in the required street yard as provided by the setback regulations of the zoning district in which it is placed; and may not be located in any designated required parking space.~~
- (e) *Vehicular Signs*.
1. It shall be unlawful to attach any sign to a trailer, skid, or similar mobile structure, where the primary use of such structure is to provide a base for such sign or constitute the sign itself. This provision does not restrict the identification signs on vehicles used for bona fide transportation activity.

Article III. Signs*

2. Sign attached to or upon any vehicle shall be prohibited where any such vehicle is allowed to remain parked in the same location, or in the same vicinity, a period of time in excess of three business days. Specifically, where the intent is apparent to be one of using the vehicle and signs for purposes of advertising an establishment, service or product. Government vehicles and vehicles operating under a city franchise shall be excluded from this provision.
3. Signs placed on or affixed to vehicles and or trailers which are parked on public right-of-way, public property, or private property so as to be visible from a public right-of-way where the apparent purpose is to advertise a product or direct people to a business or activity located on the same or nearby property are prohibited.

(f) Grand Opening. Grand opening events may utilize inflatable objects, pennants, flags and banner signs for a period not to exceed 30 days. Grand opening events are limited to the first 90 days after a certificate of occupancy has been issued. No searchlights or flashing type lights are allowed and are strictly prohibited during these events. When an existing business has substantially remodeled, as determined by the building official, the business will have the option of having a Re-Grand Opening. Permit is required.

(g) "Still in Business" signs: Temporary signage necessary for operation of a business during construction caused by public police authority in which access or visibility of the business is substantially hampered may be approved by the building official upon submitting plans addressing such condition.

1. Shall not exceed 35 square feet in area or 5 feet in height.
2. At his/her discretion, the building official may defer such approval to the Buildings and Standards Commission.
3. Is exempt from permit fee.

(h) Commercial Complex 'For Lease/Sale': Signage used to notify of available space for rent or lease for a multi-tenant complex may be located on the site:

1. One sign may be located per platted lot, per street frontage.
2. Sign shall contain decorative side columns, which may be masonry, metal, or wood but shall be consistent with the architectural composition and style of the main structure.
3. The sign shall have a cap covering the top surface of the sign.
4. A 'For Lease/Sale' sign may be attached to an existing freestanding pole sign and shall not count against the area permitted for the pole sign. Such additional 'For Lease/Sale' space shall not exceed thirty (30) square feet. A freestanding 'For Lease/Sale' sign may not be located on the same lot as a 'For Lease/Sale' sign located on a pole sign.

(i) Political Signs:

1. Political signs shall be subject to Section 216.903 of the Local Government Code.
2. No political sign may be placed on public property owned, leased, or controlled by the City of Bedford.

Article III. Signs*

Section 6-71. PERMANENT SIGNS

PERMANENT SIGNS					
TYPE OF SIGN	DISTRICTS PERMITTED	MAXIMUM AREA	MAXIMUM HEIGHT & CLEARANCE	NUMBER OF SIGNS	REQUIREMENTS**
Primary Wall Sign (Attached)	Non-residential* "S", "L", "H" & "I"	Two square feet of sign area for each foot of store front width.	Top of parapet wall or roof eave height. Maximum height of any sign is 6 feet	Not applicable, Signage area can be composed of multiple signs	Min. horizontal and/or vertical separation between signs shall be a minimum of two feet. Also see Setback Bonus.
Secondary Wall Sign (Attached)	Non-residential* "S", "L", "H" & "I"	50% of allowed Primary wall sign area	Top of parapet wall or roof eave height	Not applicable, Signage area can be composed of multiple signs	Min. horizontal and/or vertical separation between signs shall be a minimum of two feet. No sign permitted to face a residential property
Freestanding Freeway Pole	Non-residential "S", "L", "H" & "I" (in "HC" must be within 25' of frontage road)	200 300 s.f. each side	50 65 ft. max height with 10 ft. minimum ground clearance	1 freestanding (either pole or monument) sign per street frontage	Not allowed in or projecting into public R.O.W., Secondary sign may only be 50% of height & area of Primary sign
Freestanding Freeway Pylon	Non-residential* "S", "L", "H" & "I" (in "HC" must be within 25' of frontage road)	200 s.f. per tenant not to exceed the maximum height & clearance regulation	50 ft. max height with 20 ft. width with 3 ft minimum ground clearance	1 freestanding pylon sign per street frontage	Not allowed in or projecting into public R.O.W.,
Freestanding Non-Freeway Pole	Non-residential "S", "L", "H" & "I" (except Cheek Sparger Overlay dist)	100 s.f. each side	25 ft. max height with 10 ft. minimum ground clearance	1 freestanding (pole or monument) sign per street frontage, 2 max	Not allowed in or projecting into public R.O.W., Secondary sign may only be 50% of the area of the Primary sign
Freestanding Non-Freeway Pylon	Non-residential* "S", "L", "H" & "I" (except Cheek Sparger Overlay dist)	100 s.f. each per tenant not to exceed the maximum height & clearance regulation	25 ft. max height with 20 ft max width with 3 ft. minimum ground clearance	1 freestanding pylon sign per street frontage,	Not allowed in or projecting into public R.O.W.,

Article III. Signs*

PERMANENT SIGNS					
TYPE OF SIGN	DISTRICTS PERMITTED	MAXIMUM AREA	MAXIMUM HEIGHT & CLEARANCE	NUMBER OF SIGNS	REQUIREMENTS**
Message Board	Non-residential* “S”, “L”, “H” & “T”, with 183, 121 or 157 frontage	Same as pole sign regulations	Same as pole sign regulations	Same as pole sign regulations	See Section 6-70
Freestanding Monument	Non-residential* “S”, “L”, “H”, & “T”	75 sq. ft.	7 feet	1 (either pole or monument) per street frontage, 2 max	Lighting allowed
Canopy (covering gas pumps, drive thru lanes or parking areas)	Non-residential* “S”, “L”, “H” & “T”	30 square feet per side with maximum of 18 inch letters	Top of canopy fascia	On 3 sides of canopy only	Canopies not considered separate buildings for signage purposes
Mural	Non-residential* “S”, “L”, “H” & “T”	Not applicable	Not applicable	Not applicable	No name, logo, text or slogan. Murals are considered <u>Art</u> , not advertising
Enclosed Frame/Changeable Copy	Non-residential* “S”, “L”, “H” & “T”	12 s.f. with no dimension greater than 4 ft.	Not applicable	2 per wall max., 4 per site max.	Enclosed frame permanently attached to wall
Multifamily Entry Monument	Multifamily: all MD & MF	75 s.f.	7 ft.	1 per “main” entrance	Lighting allowed
Subdivision Entry Monument	All Residentially zoned districts	75 s.f. each	7 ft.	1 <u>pair</u> per “main” entrance	Lighting allowed
<u>Commercial Complex Sale or Lease Free-Standing</u>	<u>Non-residential*</u> <u>“S”, “L”, “H” & “T”</u>	<u>50 s.f.</u>	<u>6 ft.</u>	<u>1 per platted lot per street frontage</u>	<u>See Section 6-70 (h)</u>
* Non-residential uses that are permitted in residentially zoned districts.					
**All signs are subject to setback regulations as set forth in Section 6-69 (b).					

Article III. Signs*

Section 6-72. TEMPORARY SIGNS

TEMPORARY SIGNS						
TYPE OF SIGN	PERMIT REQ.	DISTRICTS PERMITTED	MAXIMUM AREA	MAX HEIGHT & CLEARANCE	TIME LIMIT	REQUIREMENTS**
Portable	Yes, See Section 6-70(d)	See Section 6-70(d) Non-residential* "S", "L", "H" & "I"	See Section 6-70(d) 50 s.f.	See Section 6-70(d) 6 ft.	See Section 6-70(d) 20 days per calendar year, 30 days period maximum, 30 day interval period	See Section 6-70(d) 1 per tenant or per business on single lot, Separation between other portable signs of 250 ft. On premises only, No lighting
Horizontal Banner	Yes	Non-residential* "S", "L", "H" & "I"	50 s.f.	Highest point of roof, Attached to building	60 days per calendar year, in a minimum of 10 day increments	Only one allowed, No lighting, not used with Portable sign
Vertical Banner	Yes, per each change out	Non-residential* "S", "L", "H" & "I"	35 s.f. freeway frontage, 12 s.f. for non-freeway	35 ft. max., 6 ft. min. to bottom of vertical banner	Not applicable	50 ft. min. spacing, 100 ft. min. street frontage, 25' min. to side prop. Line
New Business "Coming Soon"	Yes	Non-residential* "S", "L", "H" & "I"	50 s.f.	Highest point of roof, Attached to building	During lease space finish out, 60 day max. or 30 day max. with no finish out	1 sign per lease space, on building, No lighting
New Business "Now Open"	Yes	Non-residential* "S", "L", "H" & "I"	50 s.f.	Highest point of roof, Attached to building	30 days from C.O.	Must be affixed to store front
Pennants	Yes	MF & Non-residential* "S", "L", "H" & "I"	Not applicable	Highest point of roof	During event	Only during approved Special Events or Grand Openings

Article III. Signs*

TEMPORARY SIGNS						
TYPE OF SIGN	PERMIT REQ.	DISTRICTS PERMITTED	MAXIMUM AREA	MAX HEIGHT & CLEARANCE	TIME LIMIT	REQUIREMENTS**
Balloons over 24” diameter	Yes	MF & Non-residential* “S”, “L”, “H” & “I”	Not applicable	50 ft.	During event	Only during approved Special Events or Grand Openings
Inflatable objects	Yes	MF & Non-residential* “S”, “L”, “H” & “I”	Not applicable	25 ft.	During event	Only during approved Special Events or Grand Openings
Window	No	Non-residential* “S”, “L”, “H” & “I”	25% of window area	Not applicable	Not applicable	Enclosed frame/changeable copy signs encouraged
Vehicle	No	Not applicable	Not applicable	Not applicable	Not applicable	See Section 6-70
Weekend Builders Advertising	Yes	All	6 s.f.	3 ft.	12 noon Friday till 12 noon Monday, except holidays	25 max., 3 ft. from curb, 200 ft. or 1 block apart, 40 ft. min. from intersection, No lighting
Open House Advertising	Yes	All	4 s.f.	3 ft	Signs can be displayed one hour before and removed within an hour after the “Open House.”	Open houses can be Saturday and Sunday ONLY. A maximum of 5 signs in addition to 1 on premise sign allowed Signs must say, “Open House” with a directional arrow and the company name, logo, and/or home address. Permit sticker must be attached to the signs.
Rent or Lease	No	Residential and Multi-Family Districts	4 s.f.	3 ft	From Friday 5:30 PM till Monday 9:30AM	Can be Saturday and Sunday ONLY. A maximum of 5 on premise signs allowed. Signs must say, “For Rent” or “For Lease”.

Article III. Signs*

TEMPORARY SIGNS						
TYPE OF SIGN	PERMIT REQ.	DISTRICTS PERMITTED	MAXIMUM AREA	MAX HEIGHT & CLEARANCE	TIME LIMIT	REQUIREMENTS**
Political	Yes, but no fee See Section 6-70 (i)	All, See Section 6-70 (i)	32 s.f. See Section 6-70 (i)	10 ft. See Section 6-70 (i)	30 days See Section 6-70 (i)	On private property, not on R.O.W., No lighting, Removed 24 hr. after election or runoff See Section 6-70 (i)
Church, charity & civic, On-Premises	Yes, but no fee	All	50 s.f.	15 ft.	10 days prior to event & during event, 30 days max.	On private property, not on R.O.W., No lighting, Removed 24 hr. after event
Church, charity/civic, Off-Premises	Yes, but no fee	All	12 s.f.	3 ft.	10 days prior event & during event, 30 days max.	On private property, not on R.O.W., No lighting, Removed 24 hr. after event
US, Texas or Patriotic Flag	No	MF & Non-residential* "S", "L", "H" & "P"	100 s.f.	35 ft.	Not applicable	1 per flag type, No spacing requirements
Decorative Flag (color only, Logo allowed, no text allowed)	No	MF	6 s.f.	25 ft. max., 6 ft. min. to bottom of flag	Not applicable	Street frontage 0-150' 4 flags 151-200' 5 flags 201-250' 6 flags 251-300' 7 flags over 300' 8 flags
Real Estate Land Sale	Yes	All	100 s.f.	15 ft.	Remove prior to development	1 acre min., 2 sign max., 1 sign per frontage, No lighting
Residential Construction	Yes	all Residential Districts, MD & MF	100 s.f.	15 ft.	Till project 80% complete	1 sign per major existing street frontage, No lighting
Multifamily Units for Rent or Lease Banner	Yes	Multifamily: all MD & MF	50 s.f.	Highest point of roof on building, or 15 ft. max. for free-standing signs	180 days per year, in 10 day periods	1 per street frontage maximum 2, No lighting
"Still in Business" Sign	See Section 6-70 (g)	See Section 6-70 (g)	See Section 6-70 (g)	See Section 6-70 (g)	See Section 6-70 (g)	See Section 6-70 (g)
Commercial Complex Sale or Lease Free-Standing	Yes	Non-residential* "S", "L", "H" & "P"	50 s.f.	6 ft.	Complex sold or leased	1 sign, No lighting

Article III. Signs*

TEMPORARY SIGNS						
TYPE OF SIGN	PERMIT REQ.	DISTRICTS PERMITTED	MAXIMUM AREA	MAX HEIGHT & CLEARANCE	TIME LIMIT	REQUIREMENTS**
Com. Unit(s) Sale or Lease Wall Sign	Yes	Non-residential* "S", "L", "H" & "I"	50 s.f.	Highest point of roof	Unit sold or leased	1 sign per unit, No lighting
New Commercial Building	Yes	Non-residential* "S", "L", "H" & "I"	100 s.f.	15 ft.	Till 80% complete	1 sign per major ex. street frontage, Lighting allowed
New Com. Building on 183, 121 or 157	Yes	Non-residential* "S", "L", "H" & "I"	1 s.f. per l.f. of street frontage up to 600 s.f.	50 ft.	1 year	1 sign per complex or development
* Non-residential uses that are permitted in residentially zoned districts.						
**All signs are subject to setback regulations as set forth in Section 6-69 (b).						

Section 6-73. EXEMPTED SIGNS

The following types of signs are exempted from the sign regulations. These signs are not required to submit a sign application, are not required to be permitted and not required to pay a permit or review fee.

- (a) Traffic control signs erected by the City or state.
- (b) Directional signs less than four square feet (4 s.f.) in area and less than three feet (3') in height.
- (c) Menu board signs for drive-thru lanes at restaurants.
- (d) Gasoline pricing signs less than fifteen square feet (15 s.f.)
- (e) US, Texas or Patriotic Flags
- (f) Window signs as defined in Section 6-67
- (g) Signs that are allowed by approval of the Zoning Board of Adjustment for Special Events or for outside sales and storage of merchandise.
- (h) Balloons less than 24 inches in diameter

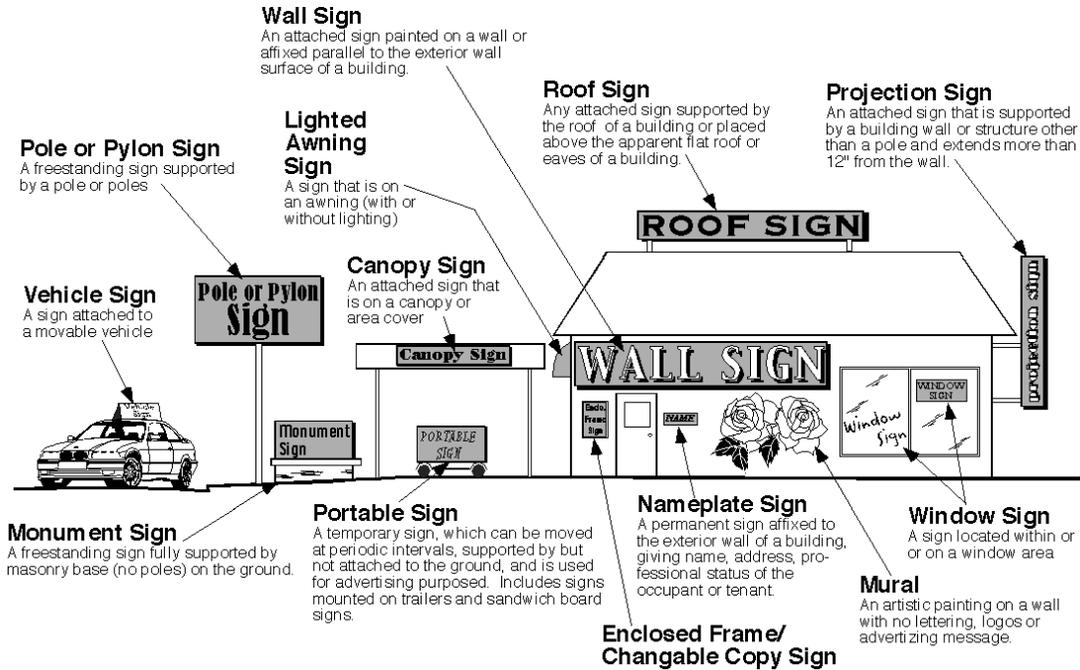
Section 6-74. PROHIBITED SIGNS

- (a) Off-Premises advertising sign (billboard), except as otherwise permitted.
- (b) Roof signs, however, signs are allowed on building towers or other architectural features of the building.
- (c) Projecting signs (signs projecting more than 12" from the wall to which it is attached).
- (d) Search lights or flashing lights (other than Message Board signs).
- (e) Signs on utility poles
- ~~(e)(f) Swooper flags~~

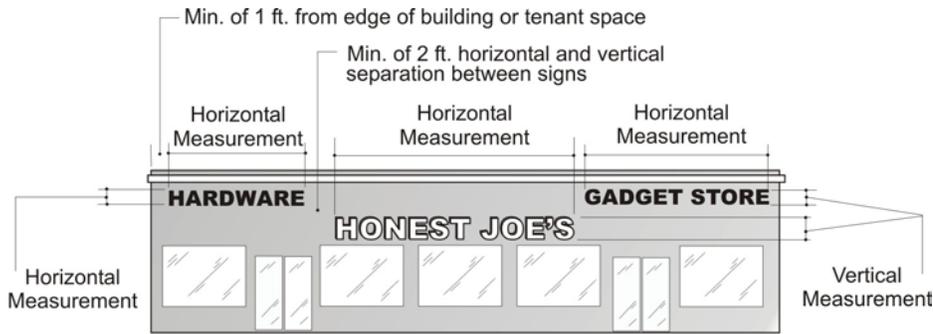
Article III. Signs*

Sign Types Graphic

Sign Graphics



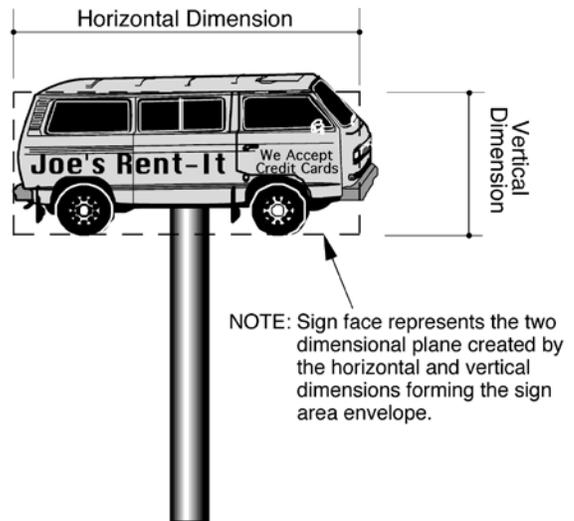
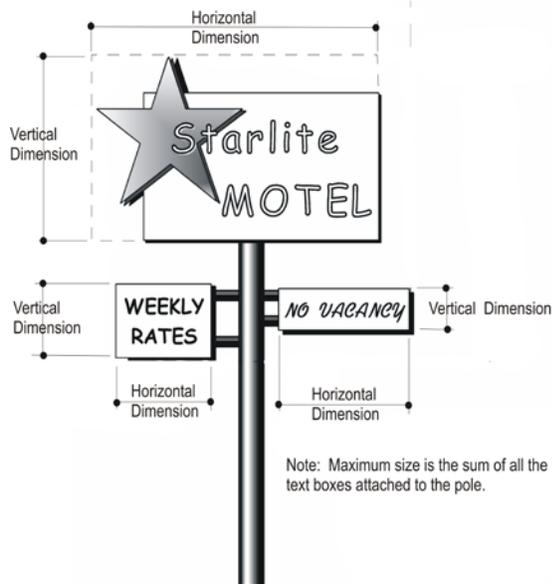
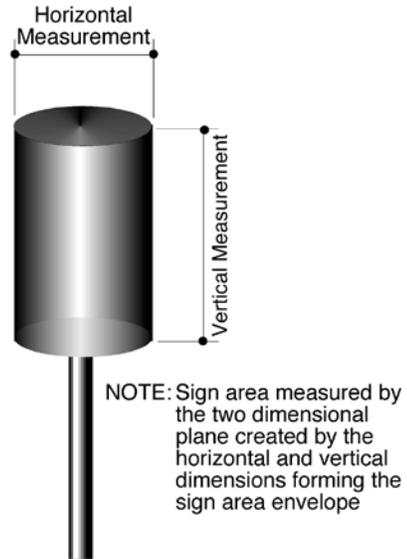
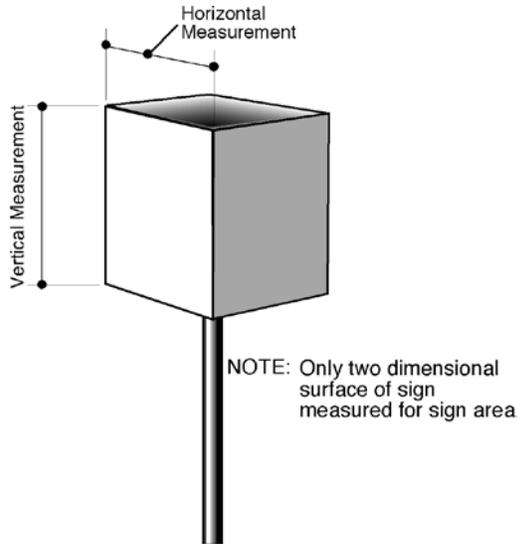
Wall Sign Example



NOTE: Two sq.ft. of sign area for each one linear foot of store front or tenant front

Article III. Signs*

Pole Sign Measurement Examples





Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 01/24/12

Council Recognition

ITEM:

Employee Service Recognition.

City Manager Review: _____

DISCUSSION:

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

- Michael Wells 5 years General Government
- Barbette Quigley 15 years Administrative Services

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Mayor Jim Story

DATE: 01/24/12

Council Recognition

ITEM:

Proclamation declaring February 2012 as Love Your Library Month.

City Manager Review: _____

DISCUSSION:

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

- Library Satisfaction Survey
- Mardi Gras Casino and Gala

Information is available on all Library programs at www.bedfordlibrary.org.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, the Bedford Public Library fosters a love of learning and reading; and

WHEREAS, the Bedford Public Library supports a competitive workforce and economic development by bridging the digital divide; and

WHEREAS, the Bedford Public Library provides free of charge books, movies, music, and electronic books; and

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

NOW, THEREFORE, let it be known that I, Jim Story, Mayor of the City of Bedford, and the City Council do hereby proclaim February 2012 as:

Love Your Library Month

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

*In witness whereof, I have hereunto set my hand and
caused the seal of the City of Bedford to be affixed this
24th day of January, 2012.*

JIM STORY MAYOR




Council Agenda Background

PRESENTER: See below

DATE: 01/24/12

Persons to be Heard

ITEM:

- Roger Smeltzer, 2909 Miles Way, Bedford TX 76021 – Requested to speak to the Council regarding signage ordinance review and potential changes.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

Jakubik, Megan

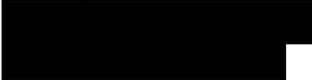
From: Wells, Michael
Sent: Tuesday, December 13, 2011 11:30 AM
To: Jakubik, Megan
Subject: FW: January City Council Meetings

From: Roger Smeltzer
Sent: Tuesday, December 13, 2011 11:10 AM
To: Wells, Michael
Subject: RE: January City Council Meetings

Signage Ordinance Review and Potential Changes

Roger Smeltzer, Jr. IMBA

Vision Commercial
Principal/Broker



(817) 704-4621 (Fax)
www.visioncommercial.com

From: Wells, Michael [<mailto:Michael.Wells@bedfordtx.gov>]
Sent: Tuesday, December 13, 2011 11:08 AM
To: Roger Smeltzer
Subject: RE: January City Council Meetings

I can certainly do so. Can you give me in writing the subject you want to speak to Council about? Thanks.

Sincerely,

Michael Wells

City Secretary, City of Bedford
2000 Forest Ridge Drive
Bedford, TX 76021
Phone: 817.952.2104
Fax: 817.952.2103



From: Roger Smeltzer
Sent: Tuesday, December 13, 2011 10:40 AM
To: Wells, Michael
Cc: Syblon, Bill
Subject: RE: January City Council Meetings

My family and I are out of the country on the 10th; I would like to be put on the Persons to be Heard for the 24th meeting.

Thanks,

Roger Smeltzer, Jr. IMBA

Vision Commercial

Principal/Broker



(817) 704-4621 (Fax)

www.visioncommercial.com

From: Wells, Michael [<mailto:Michael.Wells@bedfordtx.gov>]

Sent: Tuesday, December 13, 2011 9:55 AM

To: Roger Smeltzer

Subject: RE: January City Council Meetings

Good morning Mr. Smeltzer,

The meetings in January are January 10 and 24. To clarify what Bill told you, under Persons to be Heard, if you send me an e-mail by noon the Wednesday prior to the meeting, you will actually be placed on the agenda and can speak about whatever your subject is. There is also Open Forum which you can sign up for right before the meeting; however, you are limited to only speaking about things actually on the agenda. Both allow interaction with Council but if you wanted to speak about a specific subject, Persons to be Heard would be the way to go.

Please let me know if you have any further questions.

Sincerely,

Michael Wells

City Secretary, City of Bedford

2000 Forest Ridge Drive

Bedford, TX 76021

Phone: 817.952.2104

Fax: 817.952.2103



From: Roger Smeltzer

Sent: Monday, December 12, 2011 5:17 PM

To: Wells, Michael

Subject: January City Council Meetings

Michael,

Good afternoon! Thanks for your email last week; I completely understand.

When are the City Council meetings in January?

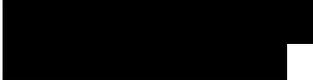
When I spoke to Bill Syblon, he told me there are two types of speaking places for City Council. One where I just speak my mind and the other where there is actually some interaction with Council. Which ones are those?

Thanks,

Roger Smeltzer, Jr. IMBA

Vision Commercial

Principal/Broker



(817) 704-4621 (Fax)

www.visioncommercial.com



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 01/24/12

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) January 10, 2012 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Minutes of January 10, 2012 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 10th day of January, 2012 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 5:01 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: 1, 3, 4, 5, 8, 9, 10, 11, 12 and 13.

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

Managing Director of Community Services Mirenda McQuagge-Walden stated this item is to amend the professional services agreement with Kimley-Horn for the design services of Phase 1 of the Boys Ranch Park Master Plan. This plan includes lake dredging, drainage and other improvements. The bid price was \$243,000. Council approved \$322,000 for this project for the total design which equates to 10% in direct costs for the whole project; this bid comes in at 7.5%. She anticipates that there may be additional costs for geotech or other surveys and that there will be ample room to absorb these costs.

Mark Hatchell of Kimley-Horn stated that they worked with staff and Council and came up with doing the Plan in several phases for a total project cost of \$16M, with each phase being between \$3M and \$4M. Dredging of the lake and the core of the Park is the first phase because it is one of the most unique features of the Park. The rest of the project is to clean up the edge of the creek using stone, to reshape the lake, to redo the trails, and to install new docks, picnic areas, benches, landscaping and a new

playground area. The goal of this phase is to improve the functionality of the Park along the lake and creek while improving its maintainability and accessibility, as well as set the stage for the rest of the project. He stated that there will be a need to do plans and profiles of the whole creek and lake in order to maintain water levels.

Based on questions from Council, Mr. Hatchell stated that weirs and waterfall dams along the channel can trap silt that goes into the lake. He stated that at the present time, they do not have any additional funds through subsidies, but will look at funding opportunities in the future. As far as involvement from the Corps of Engineers, since the configuration of the lake will not change, there is no need to obtain Corp licensing. Their goal is to get the plans ready and then to pause while the Council makes decisions on funding. Mr. Hatchell emphasized that this part of the project is for the design of the lake dredging, not the dredging itself.

Council and staff discussed ways to publicize the project in order to get the general public excited about the project. This included illustrations to be put on the website for an estimated cost of between \$2,500 and \$10,000, as well as QR readers on pedestal signs throughout the Park.

Based on additional questions from Council, Mr. Hatchell stated that the three fountains in the lake will help to keep the water aerated. He stated that a \$3M-\$4M project is very attractive to contractors but in the future, there is the possibility of packaging some of the later phases together. He discussed how the work on the creek will tie into the work being performed on the post office channel. In regards to the shelf life of the plan, he stated that it would be good for several years. The illustrations would be very close to the finished project. The estimated completion date for the design is July, when they will deliver the final construction documents sealed and ready to bid.

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

Deputy City Manager David Miller presented a history of this project. During the November 5, 2011 Work Session, Council directed staff to move forward with design charrettes and identifying a Central Bedford Development Zone. Staff interviewed four firms who do these types of services. Each firm developed a proposal, and after reviewing the proposals, each firm was again interviewed. Staff believes that Kimley-Horn and Associates (KHA) provides the best total package for accomplishing the given goal. They have successfully completed projects of this magnitude for other municipalities; they have partnered with Townscape who is known for producing design charrettes; they have partnered with Catalyst Commercial who performs retail analysis and economic impact studies; and they have worked with the City in the past in identifying and obtaining grants. They bring a cohesive amount of experience and teamwork to this project. They also have staff that specializes in developing public/private partnerships that will be vital for this type of project. Finally, they have worked with the City on transportation issues and are familiar with the challenges the City faces with the expansion of SH 183.

Janet Tharp, Planning Consultant for KHA, stated that they are a national leader in planning for implementation. They have significant local and regional experience and develop plans that are tailored to this area. They have strong planning and project management skills and a track record of plan adoption and implementation. KHA has worked with the City in the past, including the 183 Master Plan, which led to a \$1.8M grant. Other projects in the area include a revitalization plan for Haltom City, a Loop 820 Corridor Master Plan and they are currently working on a comprehensive plan for Rowlett. The closest example to this project is "Imagine Waco," which is a downtown plan that had a strong implementation component.

KHA has partnered with Townscape, who provides visualization and understanding of on-the-ground implementation. They have worked on projects throughout the region, including a downtown plan for Little Elm, a Transit Village Plan in Plano, and a downtown plan for Marshall.

Jason Claunch with Catalyst Commercial explained that his firm specializes in merchandising plans through research and market analysis. In most of their work, they look to provide implementation or specific ideas. Most of their projects involve some sort of retail analysis and an implementation plan

associated with those.

Ms. Tharp did a walk-through of the process KHA takes during this type of project. They begin with a community's values and its vision, and then develop a strategy on how to implement in order to get the plan the City wants. There is a lot of up-front work, including interviews and talking with people in the community. There are six steps in their overall approach: 1) Project initiation and overall management; 2) public outreach and involvement; 3) plan analysis; 4) redevelopment plan and cultural district recommendations; 5) creating an implementation; and 6) working with the City through the public hearing process. During project initiation and management, they work with the City team and access documents. Public outreach involves interviews with stakeholders, including the Council, and working with an oversight committee, which acts as a sounding board. Design charrettes would be put together by Townscape and work would be done with a smaller group of stakeholders in order to develop conceptual plans to go back out to the public. Plan analysis would involve looking at existing and future land use, historical and cultural resources, and transportation and connectivity issues as well as design alternatives. All this would be put into a summary analysis plan to take to the charrettes to make sure they all understand what the existing conditions are and the interrelationships of those conditions.

Mr. Claunch spoke about the retail analysis and how it would fit into the recommendation. He stated that the ultimate goal is to make sure that the plans fit economic and market reality. They look at four basic components which include workforce demand, commuter demand, residential economy and visitor economy. They summate those four areas in order to quantify demand to give appropriate guidance to KHA and Townscape when they are programming these areas. Their overall plan would then be to identify and deliver specific operators.

Ms. Tharp stated that, with this information, they would develop a conceptual plan. The plan would specify opportunity areas for the types of users that Catalyst Commercial identifies that would work there as well as the types of development and their needs. They would also address conceptual design standards. From there, they would compile the redevelopment plan and cultural district recommendations to include a vision, land use, historic resources, transportation, urban design, market analysis and a cultural district recommendation. Ms. Tharp listed projects that KHA and Commercial Catalyst have worked on that have been implemented.

Council discussed with Ms. Tharp and Mr. Claunch issues including using arts and culture to drive development, making sure that there is a point of differentiation between the Zone and surrounding cities, common challenges going through the process, the normal benefits that go along with such a development, the possibility of outside involvement through grants, the companies' involvement after the development of the conceptual plan, whether developers will change the plan, whether the market research needs to be done prior to the design or vice-versa, and the City's Cultural Commission.

- **Staff report regarding soliciting bids for Meter Reading Services.**

Administrative Services Director Cliff Blackwell stated that in the summer, the City was contacted by the current provider for meter reading services who wanted to renegotiate the current rate of \$0.90 per meter. In working with staff and the City Attorney, it was felt it was in the best interest of the City to bid out the contract. Mr. Blackwell did state that the current provider was willing to fulfill their obligations in the third year of their contract.

Council requested that staff look into the cost of reading meters in-house. City Manager Beverly Griffith stated that information has already been compiled and will be brought back to Council for comparison.

Mayor Story adjourned the Work Session at 6:27 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 551.072, 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, Eules; & mineral rights for all City properties.

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, Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Sulpher Branch & SB-1 and 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, Eules; & mineral rights for all City properties at approximately 6:30 p.m.

Council reconvened from Executive Session at approximately 6:48 p.m.

Council did not finish executive session and will convene again at the end of the meeting.

Council convened into Executive Session again at approximately 7:13 p.m.

Council reconvened from Executive Session at approximately 7:53 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 6:48 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Story called the meeting to order.

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

Interim Pastor Jared Bryant of Harwood Terrace Baptist Church gave tonight's invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Gerhard Degemann, 2335 L. Don Dodson - Mr. Degemann stated that the City has been in litigation with the Oaks of Landera apartment complex since 2007. In July 2011, the City hired a new law firm because the previous attorney either resigned or was fired. To the best of his knowledge, the expenditure of hundreds of thousands of taxpayers' money was not put on the Council agenda. Under the Freedom of Information Act, he is requesting the following three items:

- 1) How much money has the City of Bedford spent on defending itself from 2007 to December 31, 2011?
- 2) What are the contractual arrangements and/or the financial obligations with the new law firm which was hired to defend the City?
- 3) If no contract was signed, what are the various hourly rates agreed by the City to compensate the new law firm's lawyer?

Mr. Degemann stated that the new law firm will make money by dragging out the court case. He believes the City has just wasted money in a deposition for the new owner of the complex, which

included 16 hours of travel time, as well as subpoenaing Wolfgang Degemann from Canada. Furthermore, the City's lawyers have met with the Council behind closed door at least ten times in 2011, which also costs the taxpayers. He stated that the case is based on the concept of deny, delay, defend and up the legal expenses. He also stated that the case of the City taking the Oaks of Landera's land for drainage purposes will likely cost the City more money than the actual value of settling the matter in the first place years ago.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Council discussed placing Item #7 on consent.

Motioned by Councilman Champney, seconded by Councilman Griffin, to approve the following items by consent: 1, 3, 4, 5, 7, 8, 9, 10, 11, 12 and 13.

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

APPROVAL OF THE MINUTES

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

This item was approved by consent.

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)**

Development Director Bill Syblon presented information regarding this ordinance. This item comes as a request of the Zoning Board of Adjustment which noticed that in certain cases, applications were coming before them that were approved with no difficulties. This ordinance would allow administrative approval of special exemption requests for additional heights on wireless antennas that are attached to existing transmission towers, power poles, stadium lights and elevated water tanks. The ordinance would also allow the administrative official to defer approval to the Board. This ordinance did get unanimous approval at the December 8, 2011 Planning and Zoning Commission meeting.

Mayor Story opened the public hearing at 6:59 p.m.

Nobody chose to speak during tonight's public hearing.

Mayor Story closed the public hearing at 6:59 p.m.

Motioned by Councilman Champney, seconded by Councilman Turner, to approve 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)

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

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)**

This item was approved by consent.

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.

This item was approved by consent.

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

This item was approved by consent.

- 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.**

Council discussed amending the contract to include funds for art work and digital signage at a later date, once cost estimates are obtained.

Motioned by Councilman Griffin, seconded by Councilman Savage, to approve 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.

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

- 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.**

This item was approved by consent.

- 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.**

This item was approved by consent.

- 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.**

This item was approved by consent.

- 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.**

This item was approved by consent.

- 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.**

This item was approved by consent.

- 12. Consider a resolution authorizing the City Manager to renew a lease agreement with ONSTAGE relative to the Trinity Arts Theater.**

This item was approved by consent.

- 13. Consider a resolution amending the Memorandum of Understanding (MOU) with Brenda**

Harris relative to 1725 Bedford Road by extending the expiration date.

This item was approved by consent.

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.

Motioned by Councilman Champney, seconded by Councilman Griffin, to approve 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.

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

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

✓ **Animal Control Board- Councilman Griffin**

Councilman Griffin reported that the Board met on December 15 and they continue to work on the concept of combining the Board with the Animal Shelter Advisory Board into one entity. This concept would be brought before Council at an upcoming meeting. They are looking at additional research into the trap, neuter and release process.

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

No report was given.

✓ **Beautification Commission- Councilman Turner**

Councilman Turner stated that the Commission did not meet last month but will meet next Monday. There are plans for a grand opening for the Community Garden in the works.

✓ **Community Affairs Commission- Councilman Fisher**

Councilman Fisher stated that the Commission will welcome new members at their meeting next Thursday. They are working diligently on the Bedford Smart Energy Fair to be held in April.

✓ **Cultural Commission- Councilman Champney**

Councilman Champney reported that the Commission met last night and he is pleased to say they are making great progress. They are in the process of planning interviews for the latter part of January with various constituents who may be interested in the Commission. The Commission's work ties in and overlaps with what Council approved tonight.

✓ **Library Board- Councilman Brown**

No report was given.

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

Councilman Griffin reported that the Board met on January 5, at which they greeted the new members. The Board is finishing up its proposal for a dog park at Meadowpark.

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

Councilman Savage stated that the Board will hold its next meeting on January 16 at 2:00 p.m.

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

Councilman Griffin reported that the Board met on January 5. At that meeting, the new Board members were welcomed and there was discussion of developing a mission statement and amending and altering language in the bylaws. There will be two teams competing in the North Texas Teen Court Competition being held on February 2 at Texas Wesleyan University.

16. Council member reports

No other reports were given.

17. City Manager report

City Manager Beverly Griffith reminded Council that there will be a Street Improvement Economic Development Corporation meeting next Tuesday at 6:00 p.m. at the Library.

18. 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 7:54 p.m.

Jim Story, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

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

DATE: 01/24/12

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Public hearing and consider a resolution authorizing the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 38th Year Program for the sanitary sewer improvements in the 2000 block of Memphis Drive (mid-block east to Central Drive), the 1100 block of Central Drive from Knoxville Drive to just south of Schumac Lane and the 2000 block of Schumac Lane west of Central Drive.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Tarrant County Community Development Block Grant (CDBG) Program allows cities to pursue project funding for public improvements, rehabilitation of property, economic development activities, etc., in selected target areas. Staff is proposing to replace the sanitary sewer lines in the 2000 block of Memphis Drive (mid-block east to Central Drive), the 1100 block of Central Drive from Knoxville Drive to just south of Schumac Lane and the 2000 block of Schumac Lane west of Central Drive.

The sanitary sewer mains in this area have deteriorated to the point where they need to be replaced or rehabilitated. The deteriorated sewer mains require continual maintenance by Public Works wastewater crews and are susceptible to sanitary sewer backups. This area was in the 37th Year CDBG Program, but was not funded. The estimated cost of the improvements is \$92,175. The final amount of funding will depend upon Tarrant County's CDBG allocation to Bedford. The City is contributing the cost of the engineering design for the CDBG project. The design will be performed by J. Richard Perkins, P.E., Consultant City Engineer. Funding for the design will come from the Public Works Engineering Division budget.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 38th Year Program for the sanitary sewer improvements in the 2000 block of Memphis Drive (mid-block east to Central Drive), the 1100 block of Central Drive from Knoxville Drive to just south of Schumac Lane and the 2000 block of Schumac Lane west of Central Drive.

FISCAL IMPACT:

CDBG Funds - \$85,175
Public Works Engineering Division Funds - \$7,000

ATTACHMENTS:

Resolution
Location Map

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURSUE GRANT FUNDING FROM THE TARRANT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT 38TH YEAR PROGRAM FOR THE SANITARY SEWER IMPROVEMENTS IN THE 2000 BLOCK OF MEMPHIS DRIVE (MID-BLOCK EAST TO CENTRAL DRIVE), THE 1100 BLOCK OF CENTRAL DRIVE FROM KNOXVILLE DRIVE TO JUST SOUTH OF SCHUMAC LANE AND THE 2000 BLOCK OF SCHUMAC LANE WEST OF CENTRAL DRIVE.

WHEREAS, the City Council of Bedford, Texas, desires to pursue grant funding from the Community Development Block Grant program for the sanitary sewer improvements; and,

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

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

SECTION 1. That the City Council does hereby authorize the City Manager to pursue grant funding from the Tarrant County Community Development Block Grant (CDBG) 38th Year Program for the sanitary sewer improvements in the 2000 block of Memphis Drive (mid-block east to Central Drive), the 1100 block of Central Drive from Knoxville Drive to just south of Schumac Lane and the 2000 block of Schumac Lane west of Central Drive.

PASSED AND APPROVED this 24th 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





Created by
City of Bedford
Engineering Department

38th Year CDBG

- + Manhole Improvements
- Sewer Pipe Improvements
- Sanitary Manhole
- Sanitary Pipe

*NOTE: These datum are to be used for graphical representation only. The accuracy is not to be taken 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.

0 400 800 1,600 Feet



Council Agenda Background

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

DATE: 01/24/12

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a professional services contract with Farmer & Associates, Inc. in the amount of \$29,940 for Asbestos Abatement and Demolition Specifications for properties purchased as part of the flood plain mitigation and preservation efforts adjacent to Sulphur Branch and its tributary.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City has purchased, or is in the process of purchasing, up to eight homes as part of the flood plain mitigation and preservation efforts adjacent to Sulphur Branch and its tributary. The homes will be demolished and the property will become open space. The Public Works Department has negotiated a professional service contract with Farmer & Associates, Inc. in the amount of \$29,940 for Asbestos Abatement and Demolition Specifications for the properties. The services provided will include on-site inspection and material assessment, sample analysis, survey report, project design, project management & air monitoring and an Asbestos Abatement Summary Report. Funding will come from the 2011 Stormwater General Obligation Bonds.

RECOMMENDATION:

Staff recommends the following motion:

Approve a resolution authorizing the City Manager to enter into a professional services contract with Farmer & Associates, Inc. in the amount of \$29,940 for Asbestos Abatement and Demolition Specifications for properties purchased as part of the flood plain mitigation and preservation efforts adjacent to Sulphur Branch and its tributary.

FISCAL IMPACT:

\$29,940 from the 2011 Stormwater General Obligation Bonds

ATTACHMENTS:

Resolution
Contract

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT IN THE AMOUNT OF \$29,940 FOR ASBESTOS ABATEMENT AND DEMOLITION SPECIFICATIONS FOR PROPERTIES PURCHASED AS PART OF THE FLOOD PLAIN MITIGATION AND PRESERVATION EFFORTS ADJACENT TO SULPHUR BRANCH AND ITS TRIBUTARY.

WHEREAS, the City Council of Bedford, Texas determines the necessity for these flood plain mitigation and preservation efforts; and,

WHEREAS, the City of Bedford has determined these improvements will provide a safer neighborhood.

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 professional services contract with Farmer & Associates, Inc. in the amount of \$29,940 for Asbestos Abatement and Demolition Specifications for properties purchased as part of the flood plain mitigation and preservation efforts adjacent to Sulphur Branch and its tributary.

SECTION 2. Funding in the amount of \$29,940 will come from the 2011 Stormwater General Obligation Bonds.

PASSED AND APPROVED the 24th 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 8, 2012

John F. Kubala, P.E.
Public Works Director
City of Bedford
1813 Reliance Parkway
Bedford, Texas 76021

RE: Asbestos Consulting Proposal
8 Residential Sites
Bedford, Texas
Farmer & Associates, Inc. #P12002SA

Dear Mr. Kubala:

Farmer & Associates, Inc. (F&A) is pleased to present the following proposal for the asbestos consulting services at the above-referenced locations. The consulting services will include the following services:

On-site Inspection and Material Assessment

Environmental Protection Agency (EPA)-accredited and Texas Department of State Health Services (DSHS)-licensed inspectors will view accessible areas to assess the conditions, locations, and quantities of suspect asbestos-containing building material (ACBM). In compliance with the National Emission Standard for Hazardous Air Pollutants (NESHAP), a sufficient number of bulk samples shall be collected for each homogeneous material to determine asbestos content if present. In compliance with the NESHAP regulations, a minimum of one bulk sample will be collected for each homogeneous area with the exception of surfacing materials, where the EPA 40 CFR Part 763 Asbestos Hazard Emergency Response Act (AHERA) 3-5-7 sampling protocols apply. By definition, a homogeneous area means an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture, and is installed within the same period.

Sample Analysis

A National Voluntary Laboratory Accreditation Program (NVLAP)-accredited, DSHS-licensed laboratory will analyze bulk samples collected using polarized light microscopy (PLM).

Survey Report

F&A will provide a survey report, including a summary of findings, inspection procedures, sample locations, homogeneous areas, analytical results, conclusions, and recommendations.

Project Design

F&A will develop a project specific Asbestos Abatement Specifications ensuring compliance with all EPA, DSHS, and OSHA asbestos abatement regulations. The project design will be developed on the findings of the asbestos inspection performed by F&A to adequately define the scope of work. The project design will include demolition specifications.

Project Management & Air Monitoring

F&A will coordinate all asbestos related activities with the contractor and will monitor the abatement work for compliance with all applicable EPA, DSHS, OSHA regulations, the Asbestos Abatement Specifications, and good industrial hygiene practices. Air samples analyzed by Phase Contrast Microscopy (PCM) will be collected during the abatement work to demonstrate effective asbestos fiber control.

Asbestos Abatement Summary Report

F&A will provide an Asbestos Abatement Summary Report after abatement has been completed. The Asbestos Abatement Summary Report will include daily reports, inspection checklists, and results of air samples collected during the project.

ASBESTOS ABATEMENT CONSULTING SERVICES

Cost Proposal

Service	Quantity	\$ Rate	\$ Total
Asbestos Inspection (per house)	8	750/house	\$6,000.00
Asbestos Project Design (8 houses)	32 hrs	65/hr	\$2,080.00
Pre-Bid Conference Meeting	4 hrs	65/hr	\$260.00
Air Monitoring/Project Management	*40 shifts	500/daily	\$20,000.00
Final Abatement Report (8 houses)	8	200/house	\$1,600.00
Lump Sum Total Cost			\$29,940.00

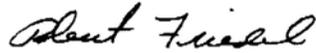
*A shift is up to 10 hours per day. Additional hours will be billed at \$50.00/hr Estimation of project length was provided by the Consultant based upon similar projects. Client will only be billed for the number of shifts used.

F&A is not responsible for asbestos-containing material hidden or concealed which could not be detected by an experienced inspector. If any potential asbestos-containing building material (ACBM) is revealed during any demolition/renovation activity, all work will cease and the appropriate owner's representative shall be notified. Adequate sampling and analysis shall be implemented in a timely manner to determine the material's content. Work shall not be permitted where suspect material had been uncovered until the Owner or Owner's representative gives notification that the materials in question are either non-asbestos or have been properly abated.

INDEMNIFICATION. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Engineer is legally liable.

If you have any questions regarding this proposal, please call me at (817) 595-9529. If this proposal meets with your approval, please sign and return it to Farmer & Associates, Inc.

Sincerely,



Robert Friedel, Senior Project Manager
Farmer & Associates, Inc.

AGREED AND ACCEPTED: *As an authorized representative of the owner, I hereby accept Farmer & Associates, Inc.'s Proposal number P12002SA as written above. This invoice is payable Net 30 days unless otherwise specified.*

Owner or Owner Representative

Date



Council Agenda Background

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

DATE: 01/24/12

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

ITEM:

Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement with Tarrant County for the purchase of liquid asphalt.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Public Works Department staff has worked with the staff of Gary Fickes, Tarrant County Commissioner, Precinct Three to develop an Interlocal Agreement for the purchase of liquid asphalt used by the Street Division in street repairs. Tarrant County has a contract with Heartland Asphalt to supply liquid asphalt at approximately \$1.78 per gallon.

The City of Bedford currently pays approximately \$7.00 per gallon because it is purchased in such small quantities. The price for liquid asphalt fluctuates throughout the year, depending upon the price of oil. The liquid asphalt will be purchased as needed. Public Works currently uses about 800 gallons per year. Utilizing this agreement will save approximately \$4,000 per year. Funding for the purchases will come from the Street Division operating budget.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an Interlocal Agreement with Tarrant County for the purchase of liquid asphalt.

FISCAL IMPACT:

\$1,424 from the Street Division operating budget.

ATTACHMENTS:

Resolution
Interlocal Agreement

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR THE PURCHASE OF LIQUID ASPHALT.

WHEREAS, the City Council of Bedford, Texas determines the necessity for providing these supplies; and,

WHEREAS, the City of Bedford has determined that utilizing an Interlocal Agreement with Tarrant County is beneficial to the City.

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 Interlocal Agreement with Tarrant County for the purchase of liquid asphalt.

SECTION 2. Funding in the amount of \$1,424 will come from the Street Division operating budget.

PASSED AND APPROVED the 24th 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

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

BACKGROUND

This Interlocal Agreement is between County of Tarrant (“COUNTY”), and the City of Bedford (“CITY”);

Sections 791.001 – 791.029 of the Texas Government Code provide legal authority for this Agreement;

During the performance of the governmental functions and the payment for the performance of those governmental functions the parties will make the performance and payment from current revenues legally available to that party; and

The Commissioners Court of the COUNTY and the City Council of the CITY each find:

- a. This Agreement serves the common interest of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and COUNTY have authorized their representative to sign this Agreement.

The Parties therefore agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

COUNTY agrees to allow the CITY to purchase liquid asphalt from the Tarrant County Precinct Three Maintenance Department at the COUNTY’s contract price. The COUNTY will invoice the CITY for the liquid asphalt supplied at the COUNTY’s contract price.

2. CITY RESPONSIBILITY

- 2.1 CITY will pick up the liquid asphalt at the Tarrant County Precinct Three Maintenance Facility.
- 2.2 CITY agrees to accept the liquid asphalt as delivered.
- 2.3 CITY will pay the COUNTY as invoiced.

3. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

4. TIME PERIOD FOR COMPLETION

CITY will request the liquid asphalt on an “as needed basis” and the COUNTY will make the asphalt available at an agreed upon time. However, COUNTY is under no duty to deliver liquid asphalt.

5. THIRD PARTY

The parties do not enter into this contract to protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this Agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

6. JOINT VENTURE & AGENCY

The relationship between the parties to this contract does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

7. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement full executed.

CITY OF BEDFORD

COUNTY OF TARRANT

Beverly Griffith, City Manager

B. Glen Whitley, County Judge

Date: _____

Date: _____

Gary Fickes, Commissioner Pct 3

Date: _____

Attest:

Attest:

APPROVED AS TO FORM

*APPROVED AS TO FORM

CITY ATTORNEY

ASSISTANT DISTRICT ATTORNEY

* By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ITEM 8 IS TO BE DISCUSSED BY COUNCIL IN EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.087. THE MATERIALS FOR THESE ITEMS WILL BECOME PUBLIC INFORMATION UPON COUNCIL APPROVAL. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 817.952.2104 IF YOU HAVE ANY QUESTIONS.



Council Agenda Background

PRESENTER: Roger Gibson, Police Chief

DATE: 01/24/12

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

ITEM:

Consider a resolution authorizing the City Manager to purchase five electronic ticket writers with related hardware and software in the amount of \$18,385 through Brazos Technology, utilizing the City of Frisco contract.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

In September 2011, the Bedford City Council passed an ordinance adopting the FY 2011/12 Budget. Funds were allocated within the budget for the purchase of additional electronic ticket writers (ETW) for the Police Department.

The Police Department has previously purchased ETW for the Traffic & Patrol Divisions. Since implementation, these devices have proven to be invaluable by eliminating the decades-old system of writing tickets by hand and then entering the information manually into a computer system. Further, the ETW have reduced the rate of errors and have increased the efficiency of Officers and Municipal Court personnel.

The initial budget request was for ten ETW, however, in an attempt to be as cost effective as possible, while trying to be as efficient as possible, it was determined that five would be sufficient.

The additional ETW will be placed in the following divisions: three to Patrol, one to Criminal Investigations, and one to Public Service Officers. The additional units requested for the Patrol Division are due to increased staffing levels and will serve as backup units during periods of time when current units are out of service for repairs and/or warranty upgrades.

The Police Department will be purchasing the ETW and the necessary related hardware and software through an interlocal agreement with the City of Frisco, who currently has a contract for identical systems with Brazos Technology. This is the same agreement the Department utilized in the past to purchase the ETW.

RECOMMENDATION:

Staff recommends the following motion:

Approve a resolution authorizing the City Manager to purchase five electronic ticket writers with related hardware and software in the amount of \$18,385 through Brazos Technology, utilizing the City of Frisco contract.

FISCAL IMPACT:

Court Technology Fund - \$18,385

ATTACHMENTS:

Resolution
Brazos Technology Estimate

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE FIVE ELECTRONIC TICKET WRITERS WITH RELATED HARDWARE AND SOFTWARE IN THE AMOUNT OF \$18,385 THROUGH BRAZOS TECHNOLOGY, UTILIZING THE CITY OF FRISCO CONTRACT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase electronic ticket writers with funds approved in the FY 2011/12 budget; and,

WHEREAS, the City Council of Bedford, Texas determines that electronic ticket writers increase efficiency for both police and court personnel.

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

SECTION 1. That the City Manager is hereby authorized to purchase five electronic ticket writers with related hardware and software in the amount of \$18,385 through Brazos Technology utilizing the City of Frisco contract.

PASSED AND APPROVED this 24th 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



Estimate

Brazos Technology Corp
 P.O. Box 10713
 College Station, TX 77842

Date	Estimate #
12/21/2011	150879

Sign and fax approved estimate to 713.583.9323

Name / Bill to Address
Bedford Police Department 2121 L. Don Dodson Bedford, TX 76021

Ship To
Bedford Police Department ATTN: Les Hawkins 2121 L. Don Dodson Bedford, TX 76021

Project / PO

Description	Qty	Cost	Total
MOTOROLA, MC75A, GPS, WWAN EVDO REVA CDMA SPRINT, WLAN 802.11 A/B/G, 2D DL IMAGER, CAMERA, 256MB/1GB, QWERTY KEY PAD, WM 6.5, 1.5X BATTERY, BLUETOOTH	5	1,670.00	8,350.00
3 Year Bronze Service from the Start for MC75	5	265.00	1,325.00
Mag Stripe Reader for MC70/MC75	5	145.00	725.00
Four Slot Ethernet Cradle Kit. Incl. PS, DC line cord, AC power cord	1	425.00	425.00
MOTOROLA, MC70 AND MC75 1 SLOT USB OR SERIAL CRADLE, INCLUDES CRD7X00 1000RR, POWER SUPPLY PWRS-14000-148R, AND US AC LINE CORD 23844-00-00R (REPLACES CRD7X00-100RR)	1	160.00	160.00
Zebra, RW420, printer 4" DT rugged mobile receipt, CPCL/EPL/ZPL, 8MB/16MB, LCD, IP54, USB, SERIAL, Bluetooth, incl. battery, belt clip	5	731.00	3,655.00
Zebra AT-17696-1, Lithium-Ion fast charger (RW420)	5	65.00	325.00
Thermamark, 4" X 81' continuous DT receipt paper, 36 rolls per carton ,for QL420 and RW420 printers	2	85.00	170.00
REF License w/ 1 yr. Maintenance	5	650.00	3,250.00
Not valid until signed by the Agency Administrator or Authorized Designee. The authorized signature below represents agreement with the proposal and represent authorization to proceed with the work as defined.			

This quote is good for 30 days.

Signature _____
 Title _____
 Date _____

Subtotal	\$18,385.00
Sales Tax (8.25%)	\$0.00
Total	\$18,385.00



Council Agenda Background

PRESENTER: Wendy Hartnett, Special Events Manager

DATE: 01/24/12

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract agreement for one year with The Sponsor Bureau to provide sponsorship consulting services for the City of Bedford 4thfest and Labor Day Blues & BBQ Festival.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Comsel Communications, which has been the sponsorship consultant for the last two years, has decided not to renew their contract for 2012 due to time constraints. This is a contract with a new consultant, The Sponsor Bureau, to provide sponsorship consulting services to the City. Basic services include identifying and contacting potential sponsors, conducting initial negotiations with sponsors to bring them to a point of participation, increasing sponsor interest by using the events to further the marketing goals of the sponsor, and working with the City to finalize sponsorship agreements and fulfill sponsor requirements at the events.

The Sponsor Bureau is led and owned by Kyle Conway. Mr. Conway has experience ranging from sports marketing to ten years of sales with the Grapevine Convention & Visitors Bureau. The Sponsor Bureau was chosen to consult with the City because of its wide spectrum of services in sponsorship sales.

The term of this Agreement shall be one year, with an option to renew for two additional one year periods, if agreed upon by both parties. The agreement allows for The Sponsor Bureau to receive 30% of the gross amount cash and in-kind sponsorship of all new sponsor fees negotiated on behalf of the City for the first year. During the second year, the rate would decrease to 20% plus 25% of any increase in sponsorship. During the third year, the rate would decrease to a flat 20% on all renewals. All current cash and in-kind sponsorships would be considered Legacy Sponsors and their amounts would not be included in contract.

Also, included in the agreement is \$5,500 for The Sponsor Bureau to conduct an audit assessment and full evaluation of Bluesfest. This assessment includes pre-event monitoring 30 days prior to the event, on-site reviews and the evaluation of post-event reporting. A written report will be prepared and recommendations provided.

This agreement is very similar to the arrangement between the City and Comsel Communications. However, the compensation for The Sponsorship Bureau is slightly different as detailed below:

- The Sponsorship Bureau does not have the \$7,500 retainer included in Comsel's agreement;
- Comsel Communications fee was based on a flat 30% whereas there is a sliding scale for each successive year for The Sponsor Bureau; and
- \$5,500 is included in the first year of The Sponsor Bureau agreement for the event audit.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract agreement for one year with The Sponsor Bureau to provide sponsorship consulting services for the City of Bedford

4thfest and Labor Day Blues & BBQ Festival.

FISCAL IMPACT:

Tourism Fund: \$5,500 + 30% of new sponsorships

ATTACHMENTS:

Resolution
Contract

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT FOR ONE YEAR WITH THE SPONSOR BUREAU TO PROVIDE SPONSORSHIP CONSULTING SERVICES FOR THE CITY OF BEDFORD 4THFEST AND LABOR DAY BLUES & BBQ FESTIVAL.

WHEREAS, the City Council of Bedford, Texas wishes to allow The Sponsor Bureau to provide sponsorship consulting services for the City of Bedford 4thFEST and Labor Day Blues & BBQ Festival; and,

WHEREAS, the City of Bedford Special Event Staff wishes to provide supervision of the contract agreement with The Sponsor Bureau for the purpose of sponsorship consulting services for the City of Bedford 4thFEST and Labor Day Blues & BBQ Festival.

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into a contract agreement for one year with The Sponsor Bureau for the purpose of providing sponsorship consulting services for the City of Bedford 4thFEST and Labor Day Blues & BBQ Festival.

SECTION 2. The contractor fee for these services will be 30% of the gross amount of any new sponsorship and \$5,500 for The Sponsor Bureau to conduct an audit assessment and full evaluation of Bluesfest.

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

PASSED AND APPROVED this 24th 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

AGREEMENT
FOR
SPONSORSHIP CONSULTING SERVICES

By and Between

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

and

The Sponsor Bureau

Dated January 24, 2012

I. INTRODUCTION

The City of Bedford, Texas (the “City”), and The Sponsor Bureau based in Trophy Club, Texas (the “Contractor”) are entering into this Agreement as of _____, 2012 for exclusive sponsorship consulting services to solicit sponsors for the Bedford Blues & BBQ festival and City of Bedford 4thFEST (the “Events”). This Agreement (the “Agreement”) will become effective upon approval by the City Council and will remain enforceable by the terms and conditions contained herein.

II. DEFINITIONS

- A. City. City of Bedford.
- B. Contractor. The Sponsor Bureau.
- C. Events. City of Bedford Blues and BBQ festival and City of Bedford 4thFEST.
- D. Effective Date. The date the Agreement is executed by the City.
- E. Agreement. This Agreement plus any addendum or changes agreed to in writing by the City and Contractor.
- F. In-Kind Contribution. A non-cash contribution of material, supplies, advertising or other contribution other than cash which can be given a cash value.
- G. Legacy Sponsor. A sponsor that the City has had a relationship with in the past.
- H. Sponsor. The individual or group that provides financial and/or other support for the Events in exchange for certain promotional rights to be provided by the City
- I. Sponsorship. To support an event, activity, person, or organization financially or through the provision of products or services.
- K. Sponsorship Agreement. The contractual document between the City and a Sponsor.
- L. Sponsorship Value. The final dollar amount given to the events taking into consideration all in-kind contributions.
- M. Retainer. A fee paid in advance for future services.

III. GENERAL SCOPE OF SERVICES

The Contractor shall provide Sponsorship consulting services to the City for the Events. Sponsorship consulting services will include identifying and contacting potential Sponsors, conducting initial negotiations with Sponsors to bring them to a point of participation, increasing Sponsor interest by using the Events to further the marketing goals of the Sponsor, and working with the City to finalize Sponsorship Agreements and fulfill Sponsorship requirements at the Events.

IV. GENERAL SPECIFICATIONS

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

- A. **TERM.** The term of this Agreement shall be one (1) year from the Effective Date and with an option to renew for two (2) additional one (1) year periods.
- B. **AUTHORITY.** The City retains all rights to the final decisions about the acceptance of Sponsorships, the value of the Sponsorships, and any additional considerations that accompany each Sponsors' commitment. Therefore, all products or result of any service is the sole property of the City. All Sponsorship Agreements shall be prepared by the City, be reviewed and approved by the City Attorney and signed by the City Manager. The City will consider the contractor the exclusive agent for the sale of Sponsorship and will refer inquiries to the Contractor for development with the limited exception being identified Legacy Sponsors.
- C. **DATA.** The City will share all Events demographic and psychographic information it has on attendees, survey data from previous Sponsors, the marketing plan for the Events and targeted performers with the Contractor and update the Contractor with any changes. The Contractor will provide a monthly report to the City which will include potential leads, contacts made, and Sponsorship secured. Contact information for all Sponsors will be given to the City. All reports are due to the City on the 15th day of the month and may be emailed to the Special Events Coordinator.
- D. **SPONSORSHIP AGREEMENT.** The City will prepare a Sponsorship Agreement. The Contractor will meet jointly with Sponsors and the City to finalize Sponsorship Agreements. All Sponsorship Agreements must include a Sponsorship requirement form which must be completed and finalized before a Sponsorship Agreement can be finalized. The City will identify categories and specific Sponsors who are considered unacceptable candidates. The Contractor will ensure that the requirements of the City are

clearly communicated to the Sponsor. The Contractor will act as a catalyst to ensure a smooth relationship and successful events. The Contractor will ensure that a long term relationship between the events and the Sponsor is fostered.

E. LEGACY SPONSORS. The current list of Legacy Sponsors includes:

American Ice
Bedford Holiday Inn
Bedford Homewood Suites
Boomerjack's Grill & Bar
Chase Bank (property only)
Classic Chevrolet – The Thompson Group
Coors Distributing Fort Worth
Danny D's BBQ
Dr Pepper Snapple Group
EZ Go Golf Carts
Fort Worth Community Credit Union
Fort Worth Screen Printing
FW Weekly Magazine
Jason's Deli
KERA
Minuteman Press
Nextgen
NTTA
Oncor
QT
Ranchers Reserve
Red Hot & Blue
Silverleaf Resorts
Speedpro Imaging
State National Insurance (property only)
Texas Health Harris Methodist Hospital HEB
Texas Road House
The Ticket
TruGreen Lawn Care & Landscaping
United Site Services

Before the effective date of this agreement, sponsorship negotiations had begun with Interstate Batteries and Adam Smith's Texas Harley Davidson. Therefore, any sponsorship amounts that may result from these negotiations will be considered Legacy Sponsorships.

If these Legacy Sponsors continue to sponsor the Events, their current contributions would not be included in the calculation of the Contractor fee.

- F. **IN-KIND CONTRIBUTION.** The City will set the value for all In-Kind Contributions by securing two competitive quotes for the same product or service and averaging them. The Contractor will not accept In-Kind Contributions, all of which will be directly delivered to the City.
- G. **CONTRACTOR FEE.** The Contractor will not collect any funds or In-Kind Contributions. All payments will be made directly to the City. The Contractor shall receive the gross amount of all Sponsor Fees negotiated by Contractor and reflected in an executed Sponsorship Agreement as indicated in the table below. Assuming the City and Contractor renew for Year Two or more years, sponsors secured by the Contractor who renew for a second year will be commissionable at the following rates:
- Year One - 30%
 - Year Two - 20% plus 25% of any increase in sponsorship.
 - Year Three and all additional years - flat 20% on all renewals.
- For example, Sponsor X signs at \$10,000 in Year One with The Sponsor Bureau. Year Two, Sponsor X renews at \$15,000. The Sponsor Bureau would receive 20% commission on the first \$10,000 and 25% commission on the additional \$5,000.
- H. **PAYMENT.** Payment will be made 30 days after the payment of cash sponsorships is received by the city (this includes deposits) and 30 days after the completion of the obligation of the Sponsor to the satisfaction of the City for in-kind sponsorships.
- I. **AUDIT.** A \$5,500 Fee will be paid up front for the audit of the event. This is payment to the Contractor for payment of future services. This \$5,500 Audit Fee will not be deducted from the calculation of the Contractor Fee.
- J. **OTHER SERVICES.** Any additional services provided by the Contractor will be on an hourly flat rate of \$75.00 billed in quarter-hour increments. The scope of the work will be agreed upon by the City in writing before any billable work commences.
- K. **CANCELLATION OR TERMINATION OF CONTRACT.** The City or Contractor may cancel the Agreement for any reason with ninety (90) days written notice.
- L. **APPLICABLE LAW.** Any disagreement, dispute or legal proceedings regarding this Agreement shall be governed by the laws of the State of Texas, and venue for any such disagreement, dispute or legal proceedings shall lie in Tarrant County, Texas.
- M. **LIENS.** The Contractor agrees to and shall indemnify and hold the City harmless against any and all liens and encumbrances for all labor, goods and

services which may be provided under this Agreement by the Contractor's agents, contractors, employees or vendor(s) and, if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

- N. AMENDMENTS. No oral statement of any person shall amend, modify or otherwise change, or affect the terms, conditions, or specifications in this Agreement unless agreed in writing by both parties hereto.
- O. INDEMNIFICATION. **“The Contractor shall waive all claims, fully release, indemnify, defend, and hold harmless the City and all of its elected and appointed officials, officers, agents, consultants, employees, attorneys, and invitees in both their public and private capacities, from any and all liability, claims, suits, demands, or causes of action which are a result of the Contractor’s breach of this Agreement, negligence or willful misconduct, including all expenses of litigation, damages, fines and/or settlement which may arise by injury to property or persons occasioned by error, omission, intentional or negligent act of the Contractor, its officers, agents, consultants, employees or invitees, collectively, the “Contractor Parties,” arising out of or in connection with this Agreement. The Contractor will at its own cost and expense defend and protect the City and all of its elected and appointed officials, officers, agents, consultants, employees, attorneys and invitees in both their public and private capacities, collectively, the “City Parties,” from any and all such claims and demands. Also, the Contractor agrees to and shall indemnify, defend and hold harmless the City Parties, from and against all claims, losses, damages, causes of action, suit and liability, including all expenses of litigation, court costs and attorneys fees for injury to or death of any person or for any damage to any property arising out of the Contractor’s negligence or willful misconduct or in connection with the error, omission, intentional or negligent acts of the Contractor Parties under this Agreement or any and all activity or use pursuant to this Agreement. Provided, however, that nothing contained in this Agreement shall waive the City’s defenses or immunity established by law or pursuant to Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law.”**
- P. NOTICES. All notices and other written communications, except as otherwise noted or hereafter specified in writing, required to be sent pursuant to this Agreement shall be via the U.S. Mail, certified return receipt requested, to the following individuals at the address noted:

If to the City:

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

With a copy to:

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

If to the Contractor:

Kyle Conway
The Sponsor Bureau
9 Meadowbrook
Trophy Club, TX 76262

Q. Approved on the _____ day of _____, 2012 (the "Effective Date").

CITY OF BEDFORD, TEXAS

THE SPONSOR BUREAU

By: _____
Beverly Griffith, City Manager

By: _____
_____, Manager



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 01/24/12

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider a resolution a resolution ordering the General Election of the City of Bedford, Texas to be held on Saturday, May 12, 2012 for the purpose of electing the Mayor and Place 1 and Place 2 to the Bedford City Council.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The May 12, 2012 General Election will be held to elect the Mayor and two City Council members, Place 1 and Place 2, to be filled for three years or until their successors are duly elected and qualified.

At this time, due to issues related to redistricting and the setting of primary election dates, Tarrant County has not yet established a date for local runoff elections. If a runoff is necessary, another resolution would need to come before Council calling for that election and by that time, the dates will be established.

As in the past and per state law, staff recommends that this election be held jointly and administered by the Tarrant County Election's Administration.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution a resolution ordering the General Election of the City of Bedford, Texas to be held on Saturday, May 12, 2012 for the purpose of electing the Mayor and Place 1 and Place 2 to the Bedford City Council.

FISCAL IMPACT:

The total estimated cost for this election is approximately \$10,000. This item was budgeted and approved in the FY 2011-2012 budget.

ATTACHMENTS:

Resolution
Election Calendar

RESOLUTION NO. 12-

A RESOLUTION CALLING FOR THE GENERAL ELECTION OF CITY OFFICERS FOR THE CITY OF BEDFORD, TEXAS FOR MAY 12, 2012; AUTHORIZING A JOINT CONTRACT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH TARRANT COUNTY; AND ESTABLISHING THE DATES AND TIMES FOR EARLY VOTING FOR SUCH ELECTION.

WHEREAS, the regular election for the City Council of the City of Bedford, Texas as set forth by the Charter and by the Texas Election Code is required to be held on May 12, 2012, at which time the voters will elect persons to fill the offices of the Mayor and City Council Place 1 and Place 2; and,

WHEREAS, the City Council of Bedford, Texas desires to conduct joint elections pursuant to the provisions of the Texas Election Code, and as established in a joint election agreement and contract for election services with the Tarrant County Election Administrator.

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

SECTION 1. That unless one or more of the entities qualify under provisions of the Texas Election Code to cancel their election, the City of Bedford shall hold a joint election, per the aforesaid joint election agreement and contract for election services on Saturday, May 12, 2012 for the purposes of electing members of the Bedford City Council.

SECTION 2. That the election is hereby called to elect persons to fill the offices of the Mayor and two (2) Bedford City Council Members for Place 1 and Place 2 to serve until May 2015 or until their successors are duly elected and qualified. Such election shall be held at the Pat May Center, 1849-B Central Drive, Bedford, Texas, between the hours of 7:00 a.m. and 7:00 p.m. on Saturday, May 12, 2012.

SECTION 3. That qualified persons may file for a place on the ballot by filing an application in the Office of the City Secretary during regular business hours from 8:00 a.m. to 5:00 p.m. each weekday, beginning Monday, February 6, 2012 (the first business day after the official filing date of February 4, 2012) and continuing until 5:00 p.m. on Monday, March 5, 2012.

SECTION 4. That Steve Raborn, Tarrant County Elections Administrator, 2700 Premier Street, Fort Worth, Texas, 76111 is hereby appointed as Early Voting Clerk and Michael Wells, City of Bedford City Secretary, 2000 Forest Ridge Drive, Bedford, Texas, 76021, shall serve as the Deputy Early Voting Clerk. Applications for ballot by mail must be received by mail no later than the close of business on Friday, May 4, 2012. (Mailing Address: P.O. Box 961011, Fort Worth, Texas, 76161-0011; Attn: Steve Raborn, Early Voting Clerk).

SECTION 5. That early voting by personal appearance shall be conducted at the County's Main Early Voting polling location: 2700 Premier Street, Fort Worth, Texas, 76111. Branch offices for early voting by personal appearance shall be established as outlined in the election agreement with Tarrant County. The branch early voting location to be located within the City of Bedford is the Bedford Public Library, 2424 Forest Ridge Drive.

Early voting by personal appearance will begin on Monday, April 30, 2012 and will end on Tuesday, May 8, 2012. Hours designated for early voting by personal appearance shall be as set forth below:

April 30 – May 4	Monday – Friday	8:00 a.m. – 5:00 p.m.
May 5	Saturday	7:00 a.m. – 7:00 p.m.
May 6	Sunday	11:00 a.m. – 4:00 p.m.
May 7 – May 8	Monday – Tuesday	7:00 a.m. – 7:00 p.m.

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board shall be appointed and designated in accordance with the provisions of the election agreement with the Tarrant County Elections Administrator.

SECTION 6. That all resident qualified electors of the City shall be permitted to vote at said election, and on the day of the election, such electors shall vote at the polling place designated for the election precinct in which they reside. This election shall be held and conducted in accordance with the aforesaid

election agreement, election laws of the Texas Election Code, the Federal Voting Rights Act of 1965, as amended, the Charter of the City of Bedford, and as may be required by law. All election materials and proceedings shall be printed in both English and Spanish.

SECTION 7. That combined ballots may be utilized containing all of the offices and propositions to be voted on at each polling place, provided that no voter shall be given a ballot or permitted to vote for any office or proposition on which the voter is ineligible to vote. The County's voting equipment will be utilized for this election.

SECTION 8. That the Election Judge and officers for each polling place and the Early Voting Ballot Board shall be appointed in accordance with the provisions of the election agreement for the conducting of the election on the aforesaid election date with Tarrant County.

SECTION 9. That the Mayor is authorized to execute the aforesaid election agreement for and on behalf of the City.

SECTION 10. That the expenses of the joint election shall be borne as outlined in the election agreement with Tarrant County.

PASSED AND APPROVED this 24th 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



Important Dates for Candidates City of Bedford General Election – May 12, 2012



- Sat., February 4, 2012** First day to file an application for a place on the ballot.
(City Offices are closed February 4, 2012, but will be open for filing on February 6, 2012)
- Mon., March 5, 2012** Deadline to file an application for a place on the ballot
(Must be received in the City Secretary's Office by 5:00 p.m.)
- Thur., March 8, 2012** Last day for a candidate to withdraw application for a place on the ballot.
(Withdrawal of candidacy form must be received in the City Secretary's Office by 5:00 p.m.)
- Tues., March 6, 2012** Drawing for place on the ballot at 5:00 p.m. in City Hall, Council Chambers (Date subject to change – all candidates will be notified if change is made)
- Thurs., April 12, 2012** Last day to register to vote in order to be able to vote in May 12, 2012 election.
- 1st report of candidate/officeholder campaign finance report due.
(This is the 30-day prior to Election Day report.)
- Mon., April 30, 2012** Early voting by personal appearance begins.
- Fri., May 4, 2012** Last day to receive applications for early voting ballots to be voted by mail.
- 2nd report of candidate/officeholder campaign finance report due.
(This is the 8-day prior to Election Day report.)
- Tues., May 8, 2012** Last day to vote early by personal appearance.
- Sat., May 12, 2012** *****ELECTION DAY*** 7:00 a.m. to 7:00 p.m.**
(Vote at Pat May Center ONLY)
- May 15-23, 2012** Official dates within which to canvass election returns and administer oaths of office for newly elected officials; unless runoff election is necessary.
(Candidates will be notified of specific canvassing date following Election Day.)
- June 4 – July 9, 2012** **Possible Period for Runoff Election**
(Eligible candidates will be notified of specific dates for runoff election)
- July 16, 2012 &
January 15, 2013** Last day for timely filing of semi-annual report of contributions and expenditures from campaigns.



Council Agenda Background

PRESENTER: Jim Story, Mayor

DATE: 01/24/12

Council Request

ITEM:

Discussion and possible action to appoint a delegate from the City Council to attend the ICSC Convention May 20-23. ***Item requested by Mayor Story

City Manager Review: _____

DISCUSSION:

Mayor Story requested this item be placed on the agenda for discussion.

ATTACHMENTS:

Letter of Request

Jakubik, Megan

From: Wells, Michael
Sent: Wednesday, January 18, 2012 8:45 AM
To: Jakubik, Megan
Subject: FW: Agenda Item

From: Story, Jim
Sent: Tuesday, January 17, 2012 6:41 PM
To: Wells, Michael
Cc: Griffith, Beverly
Subject: Agenda Item

Please place the following item on the agenda for the January 24, 2012 City Council meeting:

Discussion and possible action to appoint a delegate from the City Council to attend the ICSC Convention May 20-23.

Jim Story