

AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, October 22, 2013
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021**

Council Chamber Regular Session 6:30 p.m.

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

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1Rb, Bedford Meadows Shopping Center.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1 Lot 4 Cimarron Plaza Addition.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1D, Shops at Central Park.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Kerry Reynolds, Colleyville Covenant Church)

PLEDGE OF ALLEGIANCE

OPEN FORUM

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

DISCUSSION AND CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Employee Service Recognition
2. Proclamation recognizing October 23-31, 2013 as Red Ribbon Week in the City of Bedford.

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes:
 - a) October 8, 2013 regular meeting

OLD BUSINESS

4. Report on the Community Powered Revitalization Program's 2013 Fall Blitz.

NEW BUSINESS

- 5. Public hearing and consider an ordinance to rezone a portion of the property known as Lot 1A, Harwood Village Shopping Center Addition, located at 510-E Harwood Road, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage and Used Furniture Stores, specifically for a Specific Use Permit to allow for Castillo's Appliances; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. The property is generally located south of Harwood Road and west of Brown Trail. (Z-239)**
- 6. Public hearing and consider an ordinance to rezone the property known as Abstract 1735, Tract 6C02, TW Williams Survey, located at 1805 L. Don Dodson Drive, Bedford, Texas, from MF, Multi-Family Residential District to S, Service Commercial District; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. The property is generally located south of Bedford Road and east of Forest Ridge Drive. (Z-241)**
- 7. Consider a resolution approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with the Clubhouse for Special Needs.**
- 8. Consider a resolution authorizing the City Manager to sign a Water Main easement for Lot 5, Block 2, Bedford Lake Addition from property conveyed to the City of Bedford by deed as recorded in Volume 10764, Page 170, Deed Records, Tarrant County, Texas.**
- 9. Consider a resolution approving an amendment to the 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 Spring Creek Restaurants.**
- 10. Consider a resolution authorizing the City Manager to purchase a 2010 Skywatch Mobile Observation Tower from Flir Integrated Systems in the amount of \$50,000.**
- 11. Consider a resolution authorizing the Mayor to accept the 2013 Sub-Recipient Award from the Texas Department of Public Safety for the FY 2013 Homeland Security Grant Program.**
- 12. Consider a resolution authorizing the City Manager to enter into a contract for chemical application services with TruGreen in the amount of \$36,108.**
- 13. Consider a resolution authorizing the City Manager to enter into a citizen survey services agreement with the University of North Texas in the amount of \$20,420.**
- 14. Consider a resolution authorizing funding, ratifying the expenditure and authorizing the City Manager to contract with Reynolds Asphalt, TexOp Construction, L.P., Earth Haulers, Inc., Tarrant County Precinct 3, TXI Operations, L.P., and Huffman and Huffman, Inc., in the amount of \$125,795.82 for emergency water line and street repairs on Bedford Road due to a major water main break on July 29, 2013.**
- 15. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and Republic Services, Inc. for the modified microsurfacing project in the Realistic Addition subdivision.**
- 16. Consider a resolution authorizing the City Manager to change a Council meeting in December; to schedule the Council meetings for December 10, 2013 and December 17, 2013; and to schedule a special meeting to canvass the results of the November 5, 2013 bond election.**
- 17. Discussion and receive Council direction on staff approaching Hawaiian Falls for the management of the City's water park.**

18. Discussion on the appointments of members/staff to boards/commissions that are not voted on by City Council. **This item requested by Councilmember Nolan.

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

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

20. Council member reports

21. City Manager/Staff Reports

22. 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, October 18, 2013 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

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



Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 10/22/13

Council Recognition

ITEM:

Employee Service Recognition

City Manager Review: _____

DISCUSSION:

The following employee has completed a service period and is eligible for recognition:

Michael Shikany Police Department 20 years

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 10/22/13

Council Recognition

ITEM:

Proclamation recognizing October 23 – 31, 2013 as Red Ribbon Week in the City of Bedford.

City Manager Review: _____

DISCUSSION:

The initial tradition of donning red ribbons began in 1985 and was established by Congress in 1988. The initiative started in California as a tribute to Drug Enforcement Administration Agent Enrique Camarena, who was brutally tortured and murdered by a Mexican drug cartel. Today, the nationwide celebration brings millions of people together to raise awareness of the dangers of alcohol, tobacco and other drugs, and to encourage prevention, early intervention, and treatment services. It is the largest, most visible prevention awareness campaign observed annually in the United States.

Technical Sergeant Randy Gardner will be accepting this proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, cities across America have been plagued by the numerous problems associated with alcohol, tobacco, and other drug use; and

WHEREAS, there is hope in winning the War on Drugs, and the hope lies in the hard work and determination of our communities to create a drug free environment; and

WHEREAS, local leaders, in government and in the community, know that the support of the people in the neighborhoods is the most effective tool they can have in their efforts to reduce use of alcohol, tobacco, and other drugs by Texans; and

WHEREAS, success will not occur overnight, our patience and continued commitment to drug education and prevention are imperative; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to promote this belief and encourage a drug-free lifestyle and involvement in drug prevention efforts.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim October 23-31, 2013, as:

Red Ribbon Week

in the City of Bedford, and encourage all citizens, businesses, public and private agencies, media, religious and educational institutions to wear and display red ribbons and participate in drug-free activities throughout that week, joining the rest of the state in promoting the Red Ribbon Celebration and a drug-free America.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
22nd day of October, 2013.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 10/22/13

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) October 8, 2013 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

October 8, 2013 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 5:15 p.m. in the Conference Room, Work Session at 6:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 8th day of October, 2013 with the following members present:

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

Mayor
Council Members

constituting a quorum.

Staff present included:

Beverly Griffith
David Miller
Stan Lowry
Michael Wells
Roger Gibson
Tom Hoover
Mirenda McQuagge-Walden
Bill Syblon
James Tindell

City Manager
Deputy City Manager
City Attorney
City Secretary
Police Chief
Public Works Director
Managing Director
Development Director
Fire Chief

CONFERENCE ROOM WORK SESSION 5:15 p.m.

Mayor Griffin called the Work Session to order at 5:15 p.m.

• **Discussion and interview of finalist firm to conduct a citizen satisfaction survey.**

Karen Falk with the ETC Institute presented information regarding her company. They have been in business for 33 years and are a national leader in market research for local governments across the country, including several in Texas. They also have an association with TxDOT. The agenda for her presentation is to explain the purpose of the survey, the interpretive tools that are available, and a general idea on the length of the process. The purpose is primarily to get to those people that do not come to the Council Chambers to be heard and to report on the resident base as it is demographically. It will be a baseline survey that the City will want to measure against over time. Input would be gathered from residents to set priorities. ETC performs a national survey of 4,000 people every year and they would be able to benchmark Bedford against the country, as well as the region and certain other cities. The survey would produce defensible data that is statistically valid. Interpretive tools include GIS mapping, cross tabulations, benchmarking, importance satisfaction priorities, and trend analysis. GIS mapping would show where completed surveys are coming back from, are divided into census blocks, and can show the mean response to any one question. Crosstabs allows sub-analyses to be performed with the data including by age, districts, etc. Benchmarking, done by satisfaction, would show the relationship of the City's numbers to other communities. The importance/satisfaction component would ask people how satisfied they are with certain issues but also ask how important those issues are. The trend analysis would compare the results of surveys over time. The process would take approximately three months. In the first month, the survey instrument would be developed. They have suggestions and samples in regards to questions but would add anything that Council feels is important. The second

month would be the pilot test and the administration of the survey. In the third month, the survey would be completed, data would be analyzed, and a final report issued, with a presentation to Council. In regards to administering the survey, it would be done by mail, phone and the internet. The survey would be printed with a cover letter from the Council, which would have a dedicated web address. If the City decides to do geo-coding, residents would have to enter their street address. A 30-second phone message would be sent telling residents that the survey is coming. Residents have the option of filling the survey out by mail, responding on the web, or calling a 1-800 number. A follow-up phone call would be made to those that did not respond within a week or ten days. In regards to telling if people have already taken the survey, Ms. Falk stated that the survey would likely be about seven pages and people would not likely want to take it multiple times. Further, if they do geo-coding, they would have the actual street address.

In answer to questions from Council, Ms. Falk stated that they would want to get 400 completed surveys for a margin of error of five percent; they have a list provider that provides all of the addresses; that the amount of surveys sent is determined by a 25 to 33 percent response rate; that a computer algorithm would determine which names get the survey; that the margin of error on the cross tabulations is higher than the overall data; that the cost of geo-coding is \$2,400; that personal data on the survey could include age, sex, race, income, the ages of people in the household, and where the respondent works; that there would be between 2,000 and 2,500 mailing pieces; that they would oversample rental properties as they do not respond as well; that there would be approximately 40 questions with 100 overall issues; that the phone survey would take between 15 to 20 minutes; and that their call center is manned by their employees and they call between 4:00 p.m. and 9:00 p.m. There was discussion on the different reasons that cities perform surveys including setting plans and moving in a direction that the city is going to support; an educational gap including that the survey is used to both gather input and inform, and that the survey would have two to three lines explaining each issue. In answer to further questions from Council, Ms. Falk stated that they would oversample but not over-report; and that the City could put the survey on their website for no cost but that the data could not be used.

After the interview, Council discussed their preferences. The discussion included UNT being local; the extra cost of benchmarking with UNT; the additional cost of geo-coding with ETC; the UNT survey having a bigger sample and better margin of error; professional call people with ETC; the importance of benchmarking; and components of UNT's benchmarking. The Council was of the consensus to move forward with UNT and to have staff find out further information on geo-coding with UNT.

Mayor Griffin adjourned the Work Session at 5:56 p.m.

COUNCIL CHAMBER WORK SESSION 6:00 p.m.

Mayor Griffin called the Work Session to order at 6:03 p.m.

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

Council discussed placing the following items on consent:

Public Works Director Tom Hoover presented information regarding Item #6. It is for the construction management of the Northwest Pressure Plane. Kimley-Horn has been providing professional engineering services on this project since 2010. They would help with construction administration, as it is more than can be handled in-house.

Mr. Hoover presented information regarding Item #7. The City has had issues with the contractor for the SCADA system, which allows staff to monitor and operate the water well chemical feed system, and to know the status of the pump motors and the elevation in the storage tanks in order to better maintain the system. The contractor has not been paying their subcontractors or returning phone calls. The City has contacted the contractor's performance bonding company to receive reimbursement. The item is to proceed with the actual design and implementation of the SCADA system. The total bill is \$31,000, with \$21,000 for the actual design of the software. There is \$16,000 left in the original contractor's contract and there is a need for \$14,000 to finish up the project. The work the City already paid for is still viable.

In answer to questions from Council, it was stated that staff did try to negotiate a better price with the programmer; that dealing with the bonding company is similar to dealing with an insurance company; and that the City is also going after the contractor for breach of contract.

Mr. Hoover stated that Item #8 is for electrical work for the SCADA system and for Stonegate Well.

Councilmember Boyter recommended appointment of Steven Grubbs to the Charter Review Committee for Item #9.

- **Presentation regarding the potential purchase of a mobile observation tower.**

Police Chief Roger Gibson presented an update on this item and asked to receive guidance from Council. In 2011, he came before Council regarding grant funding for a mobile observation tower. The particular model is very effective in both crime deterrence at large shopping centers as well as criminal apprehension. In 2010, the City had one of its higher years for burglary of motor vehicles. The City was on the grant list for approval, but funding ran out. The City's numbers were good in 2011 and 2012, and property crimes for the City were at their lowest level since 1995. The pace of burglary of motor vehicles in 2013 is exceeding that of 2011 and 2012. In 2010, 44 percent of burglary of motor vehicles in the City was along restaurant row and the highway, and this year, 33 percent are along the corridor. The tower would be used to drive the criminal element elsewhere, with other areas being covered by pole mounted cameras and the City's strong volunteer base. For this item, the tower is a Skywalk Sentinel model, which is the same one the Department has been seeking. The base model is \$73,000. The company is offering a three-year old demo model for \$50,000. The model has \$12,000 in optional equipment. The company is willing to offer a one-year warranty on everything except the optional equipment. If Council is interested, he would come back for approval of this purchase. Funding would come out of the narcotics seizure fund.

There was discussion regarding the drop in burglary of motor vehicles in 2011 and 2012 being due to the highway construction. In answer to questions from Council, Chief Gibson stated that this model is the same as the ones used in Hurst, Euless, Grapevine, Irving and DFW Airport, and that there is another model that is a scissor lift; that the resolution of the pole mounted cameras at night is relative and that they would be permanently mounted in up to five locations; that the statistics shown for 2013 were through the first nine months of the year; and that the company with the pole mounted cameras intends to add to their system with other businesses and complexes. Council was of the consensus for Chief Gibson to come back with this item for approval at the next Council meeting.

- **Discussion regarding selection of vendor for citizen survey. **This item requested by Councilmember Nolan.**

This item was requested by Councilmember Nolan. She stated that the Council received answers on this item earlier and there was nothing else to add.

- **Discussion regarding direct mail notification options for the November 5, 2013 bond election.**

Managing Director Mirenda McQuagge-Walden requested feedback from Council regarding their desire to do any direct mail notifications for the bond election. She stated that a tri-fold brochure would cost \$7,000 and an oversized postcard would cost \$5,900. The costs include printing, postage, and handling. The cost of each item is based on mailing to 27,000 addresses, which is a little higher than the City magazine, and would include houses, apartments, and post office boxes. There was discussion on the photograph on the front showing an example of what the creek features would look like; neither example mentioning the disc golf course; the first picture being busy and hard to comprehend; making sure the information on the website matches the mailing pieces; conveying that the amount of the bond could create a tax increase of one percent; having a breakdown on the cost of dredging; the number of waterfall features; taking out the four phases and blowing up the image of the first phase; and the mailing pieces driving people to the website. Council was of the consensus that the tri-fold was the preferred mechanism; that the image of the four phases be changed to the first phase; that the facts and figures be validated; that the picture on the front be replaced perhaps with the one from the postcard; and that language be added for the creek feature. In regards to when they would be mailed, Ms.

McQuagge-Walden stated that they would go out around October 16 or 17. There was discussion on sending a PDF of the updated document to Council and that comments would be made back through the City Secretary's Office.

Mayor Griffin adjourned the Work Session at 6:45 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 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1Rb, Bedford Meadows Shopping Center.
- b) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1 Lot 4 Cimarron Plaza Addition.
- d) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1D, Shops at Central Park.
- e) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Hawaiian Falls. **This item requested by Councilmember Nolan.

Council was unable to meet in Executive Session prior to the start of the Regular Session.

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1Rb, Bedford Meadows Shopping Center; Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments; Section 551.087, deliberation regarding economic development negotiations relative to Block 1 Lot 4 Cimarron Plaza Addition; Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1D, Shops at Central Park; and Section 551.087, deliberation regarding economic development negotiations relative to Hawaiian Falls at 7:55 p.m.

Council reconvened from Executive Session at 8:20 p.m.

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

REGULAR SESSION 6:30 P.M.

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

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION

Associate Pastor Ted McIlvane of Martin Methodist Church gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Nobody chose to speak under Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Champney, seconded by Councilmember Davisson, to approve the following items by consent: 2, 4, 5, 6, 7, 8 and 9.

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

COUNCIL RECOGNITION

1. Proclamation recognizing October 2013 as National Planning Month in the City of Bedford.

Mayor Griffin read a proclamation recognizing October 2013 as National Planning Month in the City of Bedford. Planning Manager Jacquelyn Reyff was present to accept the proclamation.

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:

a) September 24, 2013 regular meeting

This item was approved by consent.

PERSONS TO BE HEARD

3. The following individual has requested to speak to the Council tonight under Persons to be Heard.

a) Rev. Melvin Brown, Sr., 2813 Airport Freeway #416, Bedford, Texas 76021 – Requested to speak to Council to evaluate his presentation from the previous Council meeting and to assess the Council's opinion.

Reverend Melvin Brown, Sr., 2813 Airport Freeway #416 – Reverend Brown stated that his purpose was to hear the voices of the young people in the City and that they needed support and transition in their lives to be successful. He would like to craft a statement that could be adopted by Council, receive an assessment of his presentation, and asked if Council had any changes to the statement. The statement is, "To develop and implement strategies for cultural diversity, increase awareness, and promote economic empowerment for all people of the City of Bedford." He asked if this was an initiative that Council would agree to adopt. In answer to questions from Council, Reverend Brown stated that this would be an action plan to create a model of more diversity in the community. There was discussion on whether the Council was in a position to develop an action plan to bring in businesses with certain owners. Reverend Brown stated that his ministry works with the youth that are coming out of high school and a lot of them are going to jail. He asked what the City could do to keep young people out of trouble and to find secure employment. There was discussion on what degree the Council could play in this initiative. In regards to the Council adopting a mission statement, it was stated that many things discussed were already permeated throughout the community including at the high schools and with 6Stones; that Council encourages business to come to Bedford and that there is no delineation between who is in the City as long as they meet the requirements. Reverend Brown stated that people of color are not plugged into the Council as much as they should be and he wants to disperse enthusiasm about what is happening in the City. Demographics are changing rapidly and there are a lot of things that the City can do to prepare people for this change. He discussed that the vision of the Council is to be a diverse community; partnering with organizations; urban youth mentorships; and economic factors. He stated that Bedford is a great place to live, that there are a lot of opportunities and he wants to be part of it. He wants the City to be a place of equal opportunity and is hoping to see more representation on the Council and throughout the City government, including doing an active search for people who are qualified to work for the City. He discussed enhancements that could be made by the end of the year including adding a visual perspective of a multicultural community to the City's website. There was discussion on the diversity at ArtsFest; the Council doing what is in the best interests of the community; the City's Boards and Commissions; the community becoming more diverse by having more people participate; other resources including historically underutilized business, the African American Chamber of Commerce and other state or federal programs; and the role of government in people's lives.

- b) John Fletcher, 500 Grapevine Highway, Suite 362, Hurst, Texas 76054 – Requested to speak to the Council regarding exceptions to the city's zoning ordinance to allow whatever kind of promotion that a business has if it can prove that it has been severely impacted by the highway construction.**

John Fletcher, 500 Grapevine Highway, Suite 362, Hurst, Texas – Mr. Fletcher represents Emerald Foods that operates the Wendy's at 1509 Brown Trail. He stated that there has been a lot of focus on taking care of new businesses and asked about existing businesses that are struggling due to the highway construction. They have partnered with L.D. Bell High School and the Library on community partnerships. With the road construction and their curb being knocked out on Brown Trail, they are asking for something a little different. This location was the second highest volume store in their nine store market. Beginning in May of 2012, their sales have dropped and continue to drop because of the impact on the bridge, and the entrances and the exits to their location. In the third quarter of 2012, they are down 18.24 percent; in 2013, they lost an additional 28.8 percent, for a compounded loss of 47 percent, or \$600,000. The City has lost sales tax and their group would be out of business if they were a single location store. To deal with the lost sales, they have cut payroll by six hourly positions and one salaried position. He is asking that until construction is over, they be allowed to put out bow flags, which would increase sales by 10 percent, and have the right to put up a giant inflatable on the building. He asked that Council do something similar for any restaurant or business that can show they have been negatively impacted by the construction. He stated that NTE has put up blue marker signs on each side of Brown Trail. He stated that Development Director Bill Syblon has been wonderful to work with on this situation.

There was discussion on Council being proactive on aiding businesses affected by the construction and the changes made to the City's ordinances. In answer to a question from Council, Mr. Fletcher stated that they are allowed to have a "We're Still Open" sign but that it is a negative and that there needs to be a better messaging option. They would like the option to put something bigger and bolder on their lawn or roof. There was discussion on the changes in the ordinances being made because businesses asked for them. Development Director Bill Syblon stated that amendments to the Sign Ordinance include "Still Open for Business" signs as well as vertical and horizontal banners. There has also been the Shop Bedford First and Bedford for Business programs. There are certain types of signs that are allowed under these types of conditions but are fairly limited. In regards to vertical banners, they are allowed to have the business name. In answer to questions from Council, Mr. Fletcher stated that they have no signage beyond the sign on the store and the two blue marker signs. They would prefer that the vertical banners be promotional but they would accept it if they were only allowed to say "Wendy's". They would also like to be allowed to have more than one. There was discussion on helping out Mr. Fletcher and other businesses, and the difficulty of crossing Brown Trail. Mr. Fletcher stated that they have lost foot traffic coming from L.D. Bell during lunch time. There was discussion on changing the Sign Ordinance, which currently states that for vertical banners, there has to be a 50-foot minimum spacing between signs and 100 feet of street frontage, which includes driveways. Mr. Fletcher stated that they could have two vertical banners; that he would like to see the 50-foot spacing be a tighter amount; and that he be allowed to put an inflatable on their roof. There was discussion on Council helping keep businesses operating and profitable; the main purpose of the Sign Ordinance being to make the City aesthetically beautiful; and that Council opted for a crisper look during discussions on the Sign Ordinance. In answer to questions from Council, Mr. Fletcher stated that these types of signs cause sales to increase by 15 percent and are visual attention grabbers. He stated that Bedford and Hurst have the most restrictive sign ordinances that they deal with. There was discussion on allowing variances based on certain parameters; Wendy's having a "happy hour"; that the Sign Ordinance allows for inflatables for 30 days during grand openings; waivers being granted on inflatables; and that the HEB Chamber of Commerce has a subcommittee working on creative ways to assist businesses. There was discussion that the immediate suggestion is for Wendy's to utilize vertical banners; and that staff will work with the City Attorney on options, such as temporary permitting or allowing variances at a staff level, and bringing back recommendations to Council.

NEW BUSINESS

- 4. Consider an ordinance of the City Council of the City of Bedford, Texas, approving a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy**

Corp., Mid-Tex Division regarding the Company's 2013 annual rate review mechanism filing in all cities exercising original jurisdiction.

This item was approved by consent.

- 5. Consider a resolution authorizing payment to the City of North Richland Hills, in the amount of \$16,540.41, to provide continuous maintenance for subscriber radios and auxiliary equipment.**

This item was approved by consent.

- 6. Consider a resolution authorizing the City Manager to enter into a Construction Administration Agreement with Kimley-Horn and Associates, Inc., in the amount of \$95,900, for the Northwest Pressure Plane Improvements Project.**

This item was approved by consent.

- 7. Consider a resolution authorizing the City Manager to authorize payment to Control Integrity, Inc., in an amount not to exceed \$31,085, for the completion of the Simpson Terrace Potable Water Well Supervisory Control And Data Acquisition (SCADA) Project.**

This item was approved by consent.

- 8. Consider a resolution authorizing the City Manager to authorize payment to Tommy's Electric, LLC, in the amount of \$16,078, for electric work needed for the completion of the Simpson Terrace Potable Water Well Supervisory Control And Data Acquisition (SCADA) Project and pump controls.**

This item was approved by consent.

- 9. Consider a resolution appointing a member to the City's Charter Review Committee.**

This item was approved by consent with Councilmember Boyter appointing Steve Grubbs to the Committee.

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

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

Councilmember Boyter invited residents to come out to the Pet Fair at the Animal Shelter on Saturday from 10:00 a.m. to 2:00 p.m. There will be a number of people with booths and he is appreciative of people wanting to help the Shelter and help animals find homes.

- ✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported that the Commission is sponsoring a document shredding day on Saturday from 8:00 a.m. to noon at the Boys Ranch.

- ✓ **Community Affairs Commission - Councilmember Boyter**

Councilmember Boyter reported on the Mayor's presentation at the Commission roundtable on September 19. The Commission is looking ahead to hosting an information discussion on the bond election.

- ✓ **Cultural Commission - Councilmember Nolan**

Councilmember Nolan reported that the City had a great ArtsFest. The weather was not good but they had a great crowd and it was a 1,000 percent better than the previous year.

- ✓ **Library Board - Councilmember Davisson**

Councilmember Davisson reported that the Bedford Library Friends will be holding the Bedford Big Bazaar on October 19 at the Pennington Field parking lot. They have over 50 vendors and spaces are \$20.

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

Councilmember Davisson reported that the Board was not able to hold their last meeting due to a lack of quorum.

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

Councilmember Turner reported that the Board will be meeting this month and discussed the meals that will be served at the Senior Center during Thanksgiving.

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

No report was given.

11. Council member reports

Mayor Griffin stated that he will be cooking hamburgers and hotdogs at both the Pet Fair and the Fire Department Open House. The Community Affairs Commission meeting was well attended and he is working with staff to schedule other opportunities. He will be speaking at the Citizen's Police Academy soon.

Councilmember Champney reported that he attended the TML meeting in Justin and that there was a good contingent from Bedford and Eules.

Councilmember Nolan reported that the HEB ISD music program earned a national award for the best communities for music education for the seventh year in a row. Only 22 school districts in Texas were named to the national list. Hats off to Mark Chandler at HEB ISD and the superintendent for continuing to do a great job in promoting the visual and performing arts.

12. City Manager/Staff Reports

No report was given.

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

Action was taken on Item b) of Executive Session: Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – The Oaks of Landera Apartments.

Motioned by Councilmember Turner, seconded by Councilmember Brown, to approve the settlement of this lawsuit pursuant to the mediation agreement reached on September 25, 2013, and further authorize the City Manager and City Attorney to prepare and execute all necessary documents.

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

ADJOURNMENT

Mayor Griffin adjourned the meeting at 8:28 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Scott Sheppard, Executive Director of
6Stones

DATE: 10/22/13

Old Business

ITEM:

Report on the Community Powered Revitalization Program's 2013 Fall Blitz.

City Manager Review: _____

DISCUSSION:

Scott Sheppard of 6Stones Mission Network will give a report to Council regarding the Community Powered Revitalization Program's 2013 Fall Blitz held October 18 and 19.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Jacquelyn Reyff, Planning Manager

DATE: 10/22/13

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consider an ordinance to rezone a portion of the property known as Lot 1A, Harwood Village Shopping Center Addition, located at 510-E Harwood Road, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage and Used Furniture Stores, specifically for a Specific Use Permit to allow for Castillo's Appliances; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. The property is generally located south of Harwood Road and west of Brown Trail. (Z-239)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The applicant is proposing to locate a used appliance store at 510-E Harwood Road in the Harwood Village Shopping Center.

The property is zoned H, Heavy Commercial. The Heavy Commercial zoning district is established to provide for development of retail and commercial uses, including higher intensity commercial uses. A used appliance store is a permitted use within the H zoning district, when it has completed the Specific Use Permit process.

The existing landscaping is from a previous development and does not have to be brought into compliance with the Zoning Ordinance if it were shown to be deficient per Section 5.6.J. Therefore, the site is sufficiently landscaped for the proposed use of a used appliance store.

The name of the used appliance store is Castillo's Appliances. The proposed lease space is 4,000 SF. Based on this, the parking required is 16 spaces. Parking remains from the previous shopping center development of the whole complex, which has 195 total parking spaces. Therefore, the parking as it exists is in excess of what is required, and is in compliance for the proposed use per Section 5.2.A.(3) of the City of Bedford Zoning Ordinance.

The Comprehensive Plan indicates the location of 510-E Harwood Road to be commercial. Therefore, the proposed use of a used appliance store with a Specific Use Permit at this location would not conflict with the Comprehensive Plan.

This item was approved by the Planning and Zoning Commission at their September 26, 2013 meeting by a vote of 6-0-0 with the following stipulation: The Specific Use Permit will be issued to the specific business name of Castillo's Appliances and the permit will run with such name, not the land. (See Section 4 of the attached ordinance.)

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone a portion of the property known as Lot 1A, Harwood Village Shopping Center Addition, located at 510-E Harwood Road, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage and Used Furniture Stores, specifically for a Specific Use Permit to allow for Castillo's Appliances; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. (Z-239)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Exhibit A – Site Plan
Application
Zoning Map of Referenced Property
September 26, 2013, Planning and Zoning
Minutes
Copy of Legal Ad Published in Star-Telegram

ORDINANCE NO. 13-

AN ORDINANCE TO REZONE A PORTION OF THE PROPERTY KNOWN AS LOT 1A, HARWOOD VILLAGE SHOPPING CENTER ADDITION, LOCATED AT 510-E HARWOOD ROAD, BEDFORD, TEXAS, FROM HEAVY COMMERCIAL TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT/SECONDHAND, RUMMAGE AND USED FURNITURE STORES, SPECIFICALLY FOR A SPECIFIC USE PERMIT TO ALLOW FOR CASTILLO'S APPLIANCES; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE. (Z-239)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance be rezoned for a portion of the property known as Lot 1A, Harwood Village Shopping Center Addition, located at 510-E Harwood Road, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage and Used Furniture Store, specifically to allow for Castillo's Appliances. The property is generally located south of Harwood Road and west of Brown Trail. (Z-239)

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

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

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

A portion of the property known as Lot 1A, Harwood Village Shopping Center Addition, and located at 510-E Harwood Road, Bedford, Texas, shall be shown as approved by this ordinance.

SECTION 3. That the Site Plan attached hereto as Exhibit "A" is approved as a component of this amended ordinance approval. Any revisions to the property that deviate from the Site Plan attached hereto shall require an amendment to this ordinance.

SECTION 4. That approval of this rezoning is subject to the stipulation that the Specific Use Permit shall be granted to the specific named business, "Castillo's Appliances," and shall not run with the land or be applicable to any subsequent user.

SECTION 5. That from and after the final passage of this ordinance, the land described herein shall be subject to the regulations and uses of Heavy Commercial/Specific Use Permit/Secondhand, Rummage and Used Furniture Stores.

SECTION 6. That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.

SECTION 7. That it is hereby declared the intention of the City Council of the City of Bedford, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 8. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.

ORDINANCE NO. 13-

SECTION 9. That this Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Bedford and the laws of the State of Texas.

PRESENTED AND PASSED this 22nd day of October, 2013 by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

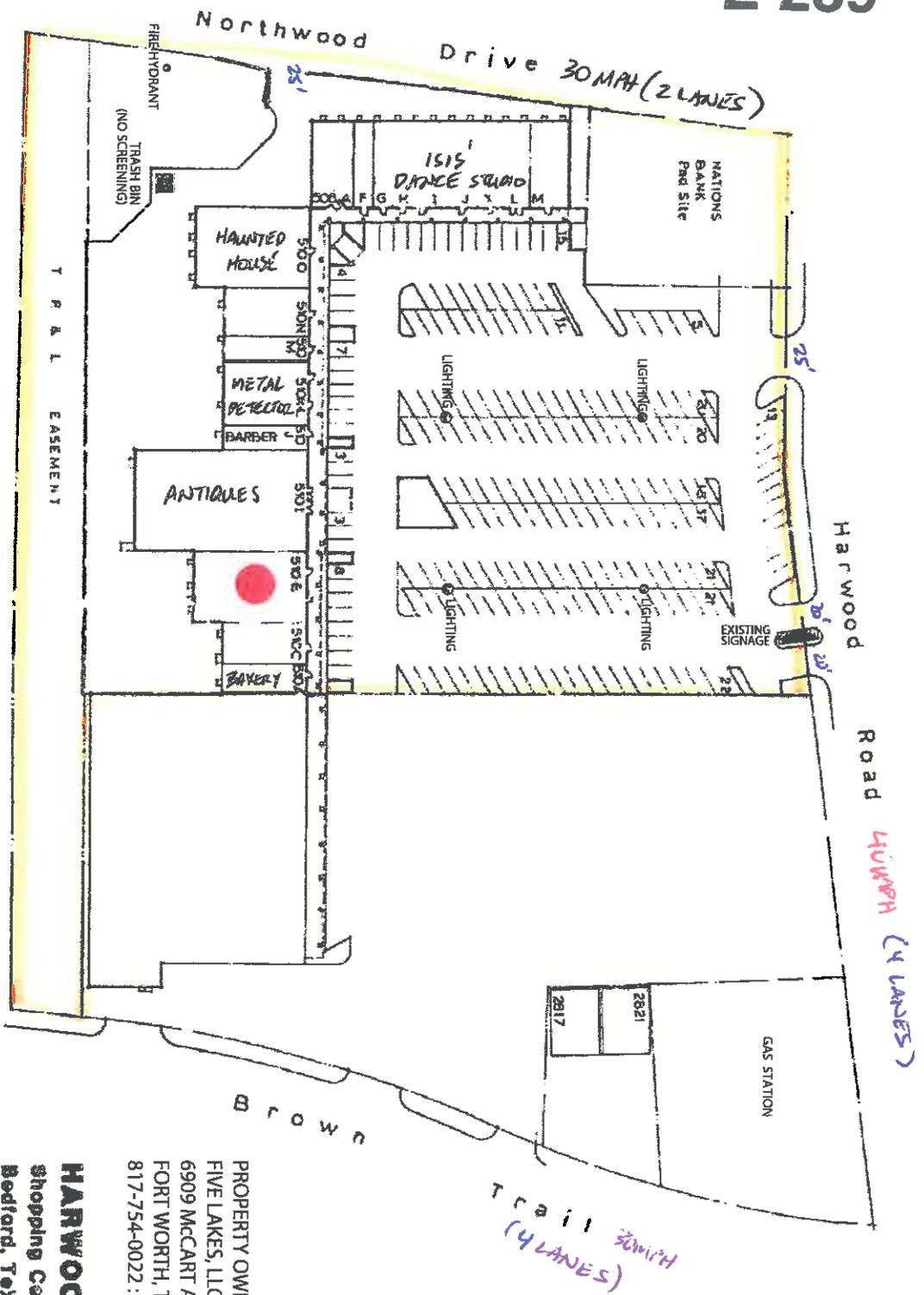
ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Z-239



Master Site Plan

4240 at Gross Building Area
204 Parking Spaces

APPROX. 3 ACRES

DATE: JULY 30, 2013

VARIBUT ZONING = 4

PROPERTY OWNER:
 FIVE LAKES, LLC
 6909 MCCART AVENUE
 FORT WORTH, TX, 76133
 817-754-0022: PHONE

HARWOOD VILLAGE
 Shopping Center
 Bedford, Texas
 510 HARWOOD RD



07-30-13P

**City of Bedford
Specific Use Permit Application**

07-30-13 P03:58

Z-239

Applicant Name (Print): IVIS FLORES (*Signature): 
Address: 11181 Harry Hines STE. 143, Dallas, TX 75229
Telephone number: 817-798-2207 Fax number: _____

I, the undersigned owner, or MANAGER (Option Holder, etc.) of the following described real property located in the City of Bedford, Texas, hereby make application for a change of zoning classification:

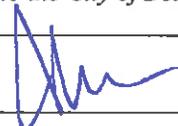
From: H (ga) To: H/SUP/ 4 USED FURNITURE STORES
SECONDHAND, RUMMAGE
199

as provided in the City of Bedford Zoning Ordinance. I hereby certify that there are no existing dwellings or other buildings located on the property which would not conform to the construction standards, of the zoning classification being proposed, except as provided in Section 2.3, Nonconforming Lots, Nonconforming Uses of Land, Nonconforming Structures & Nonconforming Uses of Structures & Premises of the City of Bedford Zoning Ordinance.

Legal Description: PORTION OF Lot 1A Block _____ Addition HARWOOD VILLAGE SHOPPING CENTER
Tract _____ Abstract _____ Survey _____ to the City of Bedford, Texas. (ga)
Street Address 510-E HARWOOD RD, BEDFORD, TX 76021

**Indicate by checking the appropriate box if this application is for a Community Home or Group Home **

Fee: (\$205.00 plus \$205.00 per acre over one.) \$205.00 + \$205.00 x _____ = _____
Payable by cash, Visa, MasterCard, or check made out to the City of Bedford. (# of acres) (total fee)

Property Owner (if not applicant): (*Signature) 

(Print name) FIVE LAKES LLC (VICTOR LE, MANAGER)
(Company name)

(Street Address, City, State & Zip Code) 6909 MCCART AVE, FORT WORTH, TX 76133
(Telephone number) 817-754-0022 (FAX number)

Land Planner/Engineer/Surveyor: (*Signature)

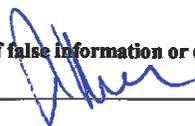
(Print Name)

(Company Name)

(Street Address, City, State & Zip Code,)

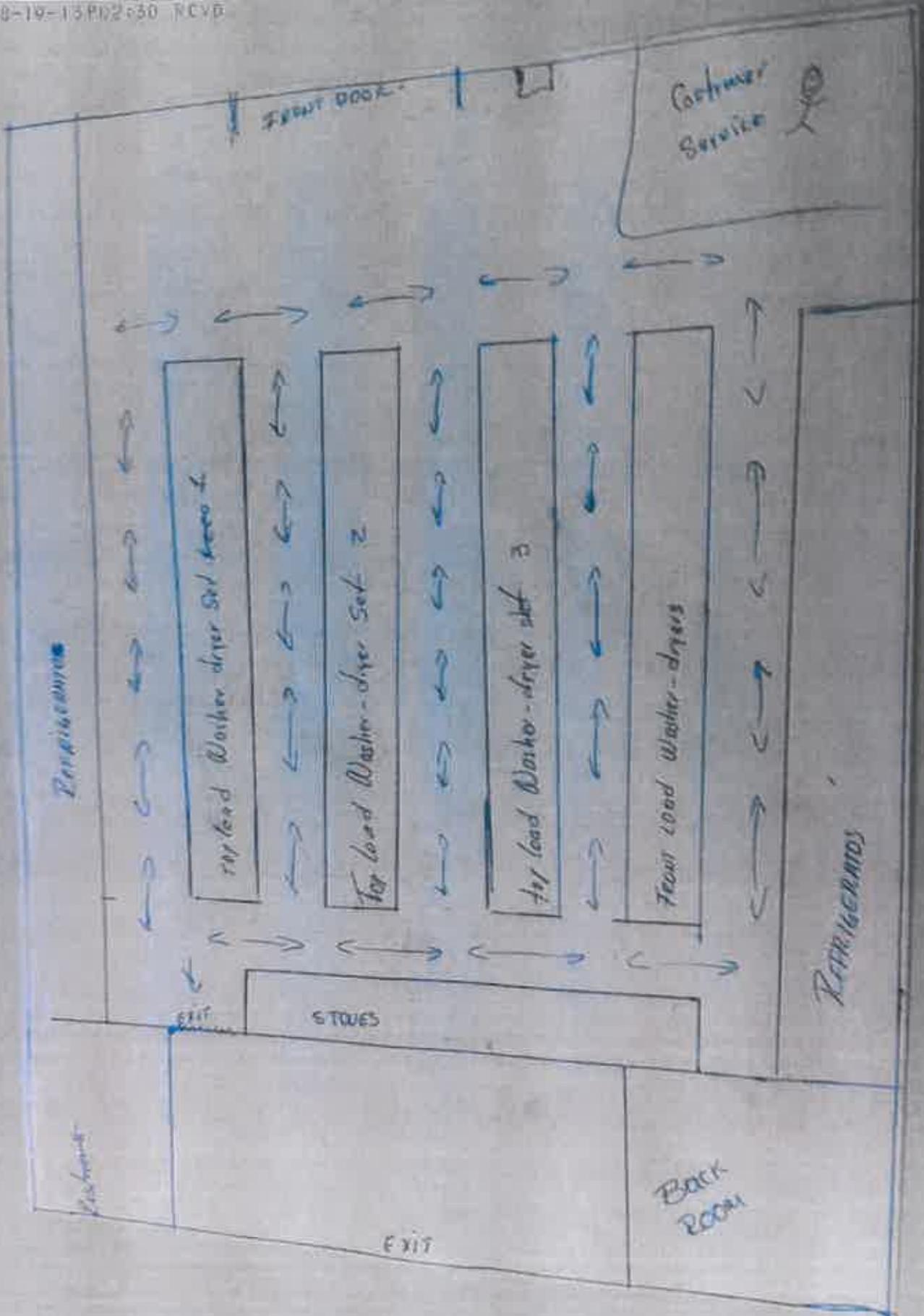
*I have read the completed application and know the same is true and correct and hereby agree that if a permit is issued all provisions of the City Ordinances and State Laws will be complied with whether herein specified or not. I agree to comply with all property restrictions. I am the owner of the property or the duly authorized agent.

*Submittal of false information or omission as required by this application may result in any permit, license, or approval being revoked.

(Signature) 

Z-239

08-19-13 PD2-30 KCVB



Z-239

Harwood Village - 510 Harwood Road, Bedford, Texas 76021

08-19-13P02:30 RCVD



Square footage is approximate.



For Leasing Appointments:
**(817)
754-0022**

FiveLakesLLC.com
leasing@fivelakesllc.com



City of Bedford, Texas

Hearing Date: 09-26-13 Z-239

**Address: 510-E HARWOOD RD
 Addition: HARWOOD VLG SHPNG CNTR ADDN
 Bedford, TX 76021**

PORTION OF LOT: 1A



-  Parcel Boundary
-  Subject Parcel and Buffer

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

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF SEPTEMBER 26, 2013**

APPROVED

Chairman Stroope stated the public hearing was left open from the July 11, 2013 meeting, and closed the public hearing at 7:06 PM.

-  3. **Zoning Case Z-239, public hearing and consideration of a request to rezone a portion of Lot 1A, Harwood Village Shopping Center Addition, located at 510-E Harwood Road, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage & Used Furniture Stores, for Castillo's Appliances. The property is generally located south of Harwood Road and west of Brown Trail.**

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager who reviewed Zoning Case Z-239.

Chairman Stroope recognized Ivis Flores, 4600 Canyon Trail, Euless, Texas who was there to present this application.

Chairman Stroope opened the public hearing at 7:09 PM, and there being no one to speak, closed the public hearing at 7:10 PM.

The Commission discussed the application.

Motion: Commissioner Henning made a motion to approve Zoning Case Z-239 with the following stipulation:

The Specific Use Permit shall be granted to the specific named business "Castillo's Appliances" and shall not run with the land or be applicable to any subsequent user.

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

Motion approved 6-0-0. Chairman Stroope declared the motion approved.

4. **Zoning Case Z-241, public hearing and consideration of a request to rezone Abstract 1735, Tract 6C02, TW Williams Survey, located at 1805 L. Don Dodson, Bedford, Texas, from "MF", Multi-Family Residential District to "S", Service Commercial District. The property is generally located south of Bedford Road and east of Forest Ridge Drive.**

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager who reviewed Zoning Case Z-241.

Chairman Stroope opened the public hearing at 7:14 PM and recognized Sherry Napier, 2009 Forest Ridge Drive, Bedford, Texas. Ms. Napier's subjects of concern were safety; replacing landscaping that had died between her property and the old library; would tenants have company trucks parked in their parking lot; if there were would be additional outside lighting, and if there were plans to have an access off of Forest Ridge Drive.

Chairman Stroope recognized Bill Syblon, Director of Development and Jacquelyn Reyff, AICP, Planning Manager who addressed Ms. Napier's questions.

Chairman Stroope closed the public hearing at 7:24 PM.

The Commission discussed the application.



CITY OF
BEDFORD

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

September 30, 2013

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Monday, September 30, 2013

FROM:

City of Bedford

Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" Tuesday, October 1, 2013

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, October 22, 2013 at 6:30 PM, at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consideration of an ordinance to rezone a portion of Lot 1A, Harwood Village Shopping Center Addition, located at 510-E Harwood Road, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage & Used Furniture Stores, for Castillo's Appliances. The property is generally located south of Harwood Road and west of Brown Trail (Z-239).

Public hearing and consideration of an ordinance to rezone Abstract 1735, Tract 6C02, TW Williams Survey, located at 1805 L. Don Dodson, Bedford, Texas, from "MF", Multi-Family Residential District to "S", Service Commercial District. The property is generally located south of Bedford Road and east of Forest Ridge Drive (Z-241).

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



Council Agenda Background

PRESENTER: Jacquelyn Reyff, Planning Manager

DATE: 10/22/13

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consider an ordinance to rezone the property known as Abstract 1735, Tract 6C02, TW Williams Survey, located at 1805 L. Don Dodson Drive, Bedford, Texas, from MF, Multi-Family Residential District to S, Service Commercial District; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. The property is generally located south of Bedford Road and east of Forest Ridge Drive. (Z-241)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The former City Library Building located at 1805 L. Don Dodson has the current zoning designation of MF, Multi-Family Residential. In preparing the property for a new user, Texas Industries, a straight rezoning from MF to S, Service Commercial needs to be completed. Additionally, with a vision toward the future, this property will also serve as a prominent location within the Central Bedford Development Zone.

Texas Industries will not be making any changes to the site except interior to the building. Since they will be utilizing the space as a sales office, the S, Service Commercial zoning designation allows office use by right.

The City of Bedford will continue to own both the land and the building and will continue to utilize the building for meeting space and storage space.

The Comprehensive Plan indicates the location of 1805 L. Don Dodson to be Governmental/Public. Therefore, the proposed use of the property as an office meets the intent of the Comprehensive Plan.

This item was approved at the September 26, 2013 Planning and Zoning meeting by a vote of 6-0-0 with no stipulations.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone the property known as Abstract 1735, Tract 6C02, TW Williams Survey, located at 1805 L. Don Dodson Drive, Bedford, Texas, from MF, Multi-Family Residential District to S, Service Commercial District; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. The property is generally located south of Bedford Road and east of Forest Ridge Drive. (Z-241)

FISCAL IMPACT:

N/A

ATTACHMENTS:

**Ordinance
Exhibit A – Site Plan
Application
Zoning Map of Referenced Property
September 26, 2013, Planning & Zoning Minutes
Copy of Legal Ad Published in Star-Telegram**

ORDINANCE NO. 13-

AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS ABSTRACT 1735, TRACT 6C02, TW WILLIAMS SURVEY, LOCATED AT 1805 L. DON DODSON DRIVE, BEDFORD, TEXAS, FROM MULTI-FAMILY RESIDENTIAL DISTRICT TO S, SERVICE COMMERCIAL DISTRICT; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE. (Z-241)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance be rezoned for the property known as Abstract 1735, Tract 6C02, TW Williams Survey, located at 1805 L. Don Dodson Drive, Bedford, Texas, from MF, Multi-Family Residential to S, Service Commercial District. The property is generally located south of Bedford Road and east of Forest Ridge Drive. (Z-241)

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

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

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

The property known as Abstract 1735, Tract 6C02, TW Williams Survey and located at 1805 L. Don Dodson Drive, Bedford, Texas, shall be shown as approved by this ordinance.

SECTION 3. That the Site Plan, attached hereto, is approved as a component of this amended ordinance approval. Any revisions to the property that deviate from the Site Plan attached hereto shall require an amendment to this ordinance.

SECTION 4. That approval of this rezoning is subject to no stipulations.

SECTION 5. That from and after the final passage of this ordinance, the land described herein shall be subject to the regulations and uses of S, Service Commercial District.

SECTION 6. That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.

SECTION 7. That it is hereby declared the intention of the City Council of the City of Bedford, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 8. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.

SECTION 9. That this Ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Bedford and the laws of the State of Texas.

ORDINANCE NO. 13-

PRESENTED AND PASSED this 22nd day of October, 2013 by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

City of Bedford
Change of Zoning Application

08-21-13A08:30 RCVD

Z-241

Applicant Name (Print): City of Bedford (*Signature): _____

Address: 1805 L. Dan Dodson

Telephone number: 817-952-2168 Fax number: _____

I, the undersigned owner, or _____ (Option Holder, etc.) of the following described real property located in the City of Bedford, Texas, hereby make application for a change of zoning classification:

From: MF Multi-Family To: S Service Commercial

as provided in the City of Bedford Zoning Ordinance. I hereby certify that there are no existing dwellings or other buildings located on the property which would not conform to the construction standards, of the zoning classification being proposed, except as provided in Section 2.3, Nonconforming Lots, Nonconforming Uses of Land, Nonconforming Structures & Nonconforming Uses of Structures & Premises of the City of Bedford Zoning Ordinance.

Legal Description: Lot _____ Block _____ Addition _____
Tract 6102 Abstract 1735 Survey TW Williams Survey to the City of Bedford, Texas.
Street Address _____

Fee: (\$205.00 plus \$205.00 per acre over one.) \$205.00 + \$205.00 x NA = NA
Payable by cash, Visa, MasterCard, or check made out to the City of Bedford. (# of acres) (total fee)

Property Owner (if not applicant): (*Signature)

City of Bedford
(Print name)

(Company name)

(Street Address, City, State & Zip Code)

(Telephone number)

(FAX number)

Land Planner/Engineer/Surveyor: (*Signature)

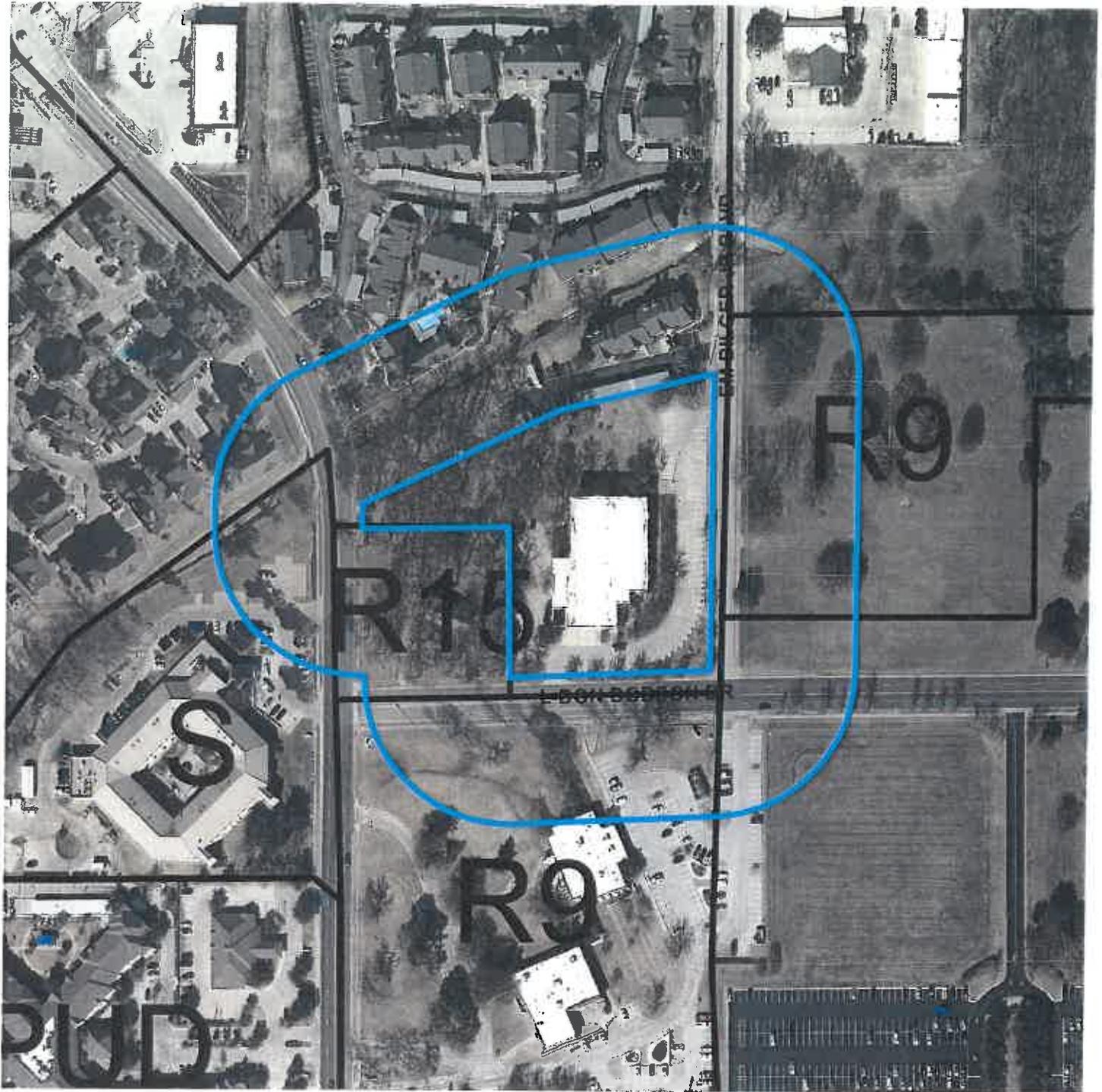
(Print Name)

(Company Name)

(Street Address, City, State & Zip Code,)

(Telephone number)

(FAX number)



City of Bedford, Texas

Hearing Date: 09-26-13 Z-241

Address: 001805 L DON DODSON DR L
Addition: WILLIAMS, T W SURVEY
Bedford, TX 76021

SUBNUM: ABSTRACT 1735, TRACT 6C02



-  Parcel Boundary
-  Subject Parcel and Buffer

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

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF SEPTEMBER 26, 2013**

APPROVED

Chairman Stroope stated the public hearing was left open from the July 11, 2013 meeting, and closed the public hearing at 7:06 PM.

- 3. Zoning Case Z-239, public hearing and consideration of a request to rezone a portion of Lot 1A, Harwood Village Shopping Center Addition, located at 510-E Harwood Road, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage & Used Furniture Stores, for Castillo's Appliances. The property is generally located south of Harwood Road and west of Brown Trail.**

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager who reviewed Zoning Case Z-239.

Chairman Stroope recognized Ivis Flores, 4600 Canyon Trail, Euless, Texas who was there to present this application.

Chairman Stroope opened the public hearing at 7:09 PM, and there being no one to speak, closed the public hearing at 7:10 PM.

The Commission discussed the application.

Motion: Commissioner Henning made a motion to approve Zoning Case Z-239 with the following stipulation:

The Specific Use Permit shall be granted to the specific named business "Castillo's Appliances" and shall not run with the land or be applicable to any subsequent user.

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

Motion approved 6-0-0. Chairman Stroope declared the motion approved.

- 4. Zoning Case Z-241, public hearing and consideration of a request to rezone Abstract 1735, Tract 6C02, TW Williams Survey, located at 1805 L. Don Dodson, Bedford, Texas, from "MF", Multi-Family Residential District to "S", Service Commercial District. The property is generally located south of Bedford Road and east of Forest Ridge Drive.**

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager who reviewed Zoning Case Z-241.

Chairman Stroope opened the public hearing at 7:14 PM and recognized Sherry Napier, 2009 Forest Ridge Drive, Bedford, Texas. Ms. Napier's subjects of concern were safety; replacing landscaping that had died between her property and the old library; would tenants have company trucks parked in their parking lot; if there were would be additional outside lighting, and if there were plans to have an access off of Forest Ridge Drive.

Chairman Stroope recognized Bill Syblon, Director of Development and Jacquelyn Reyff, AICP, Planning Manager who addressed Ms. Napier's questions.

Chairman Stroope closed the public hearing at 7:24 PM.

The Commission discussed the application.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF SEPTEMBER 26, 2013**

APPROVED

Motion: Commissioner Austin made a motion to approve Zoning Case Z-241.

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

Motion approved 6-0-0. Chairman Stroope declared the motion approved.

5. **Preliminary Plat Case P-026, public hearing and consideration of a request for a preliminary plat of the property located at 3901 Central Drive, Bedford, Texas; and known as Tracts 1, 1F, and 1G, Abstract 1537, Garrett Teeter Survey and being platted as Lots 1 through 41X, Block 1, Bedford Square Addition. The property is zoned as PUD, Planned Unit Development (MD-3). The property is generally located south of Cheek Sparger Road and west of Central Drive.**

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager who reviewed Preliminary Plat P-026.

Chairman Stroope recognized Tom Hoover, Director of Public Works/Engineering for the City of Bedford, 1809 Reliance Parkway, Bedford, Texas who addressed the engineering aspects pertaining to this application.

Chairman Stroope recognized Eddie Eckart, Goodwin and Marshall, Inc., 2405 Mustang Drive, Grapevine, Texas who was there to present this application.

Chairman Stroope opened the public hearing at 7:31 PM and recognized the following residents and their concerns:

Jacqueline Reily, 3805 Edgewater Drive, Bedford, Texas.
Douglas Williams, 3916 Brookside Drive, Bedford, Texas
Ben Oliver, 2205 Golden Gate Circle, Bedford, Texas

- The rapidly growing erosion of the creek.
- The minimum square footage of the houses in this development.
- The lack of privacy to the properties that back up to this development following the removal of the trees.
- How would this development impact their property values?
- This development would increase the amount of traffic on Central Drive and Cheek Sparger. This area is congested already. Was a traffic study done to show how this development was going to impact the area with a round-about at the intersection of Central and Cheek Sparger?

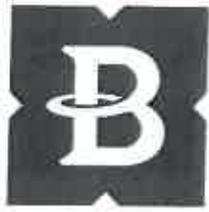
Chairman Stroope closed the public hearing at 8:11 PM.

The Commission discussed the application.

Motion: Commissioner Henning made a motion to approve Preliminary Plat Case P-026.

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

Motion approved 6-0-0. Chairman Stroope declared the motion approved.



CITY OF
BEDFORD

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

September 30, 2013

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Monday, September 30, 2013

FROM:

City of Bedford

Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" Tuesday, October 1, 2013

MESSAGE:

CITY OF BEDFORD
PUBLIC HEARING

The City of Bedford City Council gives notice of a public hearing on Tuesday, October 22, 2013 at 6:30 PM, at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consideration of an ordinance to rezone a portion of Lot 1A, Harwood Village Shopping Center Addition, located at 510-E Harwood Road, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage & Used Furniture Stores, for Castillo's Appliances. The property is generally located south of Harwood Road and west of Brown Trail (Z-239).

Public hearing and consideration of an ordinance to rezone Abstract 1735, Tract 6C02, TW Williams Survey, located at 1805 L. Don Dodson, Bedford, Texas, from "MF", Multi-Family Residential District to "S", Service Commercial District. The property is generally located south of Bedford Road and east of Forest Ridge Drive (Z-241).

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

ITEM #7 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: William Syblon, Development Director

DATE: 10/22/13

Council Mission Area: Foster economic growth.

ITEM:

Consider a resolution authorizing the City Manager to sign a Water Main easement for Lot 5, Block 2, Bedford Lake Addition from property conveyed to the City of Bedford by deed as recorded in Volume 10764, Page 170, Deed Records, Tarrant County, Texas.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Clubhouse for Special Needs (the Clubhouse) is in the process of renovating and occupying a former daycare facility located at 1308 Harwood Road. A component of the renovation process is to add a fire sprinkler system to the building. In order to accommodate the sprinkler system, a new water line has to be run to the building. It has been determined that the addition of a water main in the Bedford Lake Addition, adjacent to the facility at 1308 Harwood Road, would minimize the cost of adding the sprinkler system. At the expense of the Clubhouse a new water main would be installed in the easement allowing them to tap into the main for their fire sprinkler system.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to sign a Water Main easement for Lot 5, Block 2, Bedford Lake Addition from property conveyed to the City of Bedford by deed as recorded in Volume 10764, Page 170, Deed Records, Tarrant County, Texas.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Water Main Easement
Exhibit A
Exhibit B

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A WATER MAIN EASEMENT FOR LOT 5, BLOCK 2, BEDFORD LAKE ADDITION FROM PROPERTY CONVEYED TO THE CITY OF BEDFORD BY DEED, AS RECORDED IN VOLUME 10764, PAGE 1770, DEED RECORD, TARRANT COUNTY, TEXAS.

WHEREAS, the City of Bedford wishes to dedicate a water main easement on Lot 5, Block 2, Bedford Lake Addition; and,

WHEREAS, it is in the best interest of the citizens of the City of Bedford to do so.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to sign a Water Main easement for Lot 5, Block 2, Bedford Lake Addition from property conveyed to the City of Bedford by deed as recorded in Volume 10764, Page 170, Deed Records, Tarrant County, Texas.

PASSED AND APPROVED this 22nd day of October 2013, by a vote of _____ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

WATER MAIN EASEMENT

The State of Texas)
County of Tarrant)

Know All Men By These Presents:

THAT the City of Bedford, Tarrant County, Texas, acting by and through the undersigned and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by the City of Bedford, Texas, receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, and convey unto the City of Bedford, Texas, the free and uninterrupted use, liberty, and privilege of the passage in, along, upon, and across the following described property, owned by the City of Bedford, situated in Tarrant County, Texas more particularly a permanent water main easement, as described by metes and bounds in Exhibit "A" and shown by drawing on Exhibit "B", both of which are attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same perpetually to said City of Bedford, Texas, its successors and assigns, together with the right and privilege at any and all times to enter upon said easement for the purpose of construction or reconstruction on and maintenance of this water main easement, upon the condition that said City of Bedford, Texas, and all others claiming a right or privilege hereunder will at all times after doing any work in connection with this easement, restore said premises to the condition in which they were found before such work was undertaken and that in the use of said right and privilege herein granted to the City of Bedford, Texas, and its successors, will not create a nuisance.

WITNESS *my, or our hand(s)* this _____ day of _____, 2013

By: _____ Attested: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

State of Texas)
County of Tarrant)

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

Notary Public in and for the State of Texas

Print Name _____

My commission expires _____

EXHIBIT "A"

**LEGAL DESCRIPTION
20.0' WIDE WATER MAIN EASEMENT
LOT 5, BLOCK 2, BEDFORD LAKE ADDITION
BEDFORD, TARRANT COUNTY, TEXAS**

BEING a 2194.3 square foot easement situated in the City of Bedford, Tarrant County, Texas, in the W. R. Allen Survey, Abstract No. 12, and being part of a tract of land conveyed to the City of Bedford, Texas, by deed recorded in Volume 10764, Page 1770, Deed Records of Tarrant County, Texas, and being situated on Lot 5, Block 2, Bedford Lake Addition, an addition to the City of Bedford, Tarrant County, Texas, as recorded in Volume 388-213, Page 28, of the Plat Records of Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a ½" iron rod found lying in the south line of Harwood Road (100' right of way) and being the most northerly northwest corner of Lot 5, Block 2, Bedford Lake Addition as described above and being the northeast corner of Lot 4, Block 2, Bedford Lake Addition;

THENCE along the south line of Harwood Road as described above, said line also being the north line of Lot 5, Block 2, Bedford Lake Addition, in an easterly direction along a curve to the left having a central angle of 00 degrees 32 minutes 45 seconds, a radius of 2100.0 feet and a chord bearing of South 87 degrees 51 minutes 56 seconds East an arc length of 20.01 feet to a point for corner, said point being a perpendicular distance of 20.0 feet from the common line between Lot 4, Block 2, Bedford Lake Addition and Lot 5, Block 2, Bedford Lake Addition;

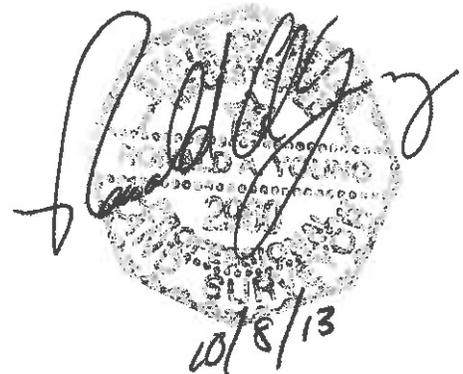
THENCE in a southerly direction South 00 degrees 29 minutes 26 seconds West a distance of 109.43 feet to a point for corner;

THENCE in a westerly direction North 89 degrees 30 minutes 34 seconds West a distance of 20.0 feet to a point for corner lying in the common line between Lot 4, Block 2, Bedford Lake Addition and Lot 5, Block 2, Bedford Lake Addition;

THENCE in a northerly direction along the common line between Lot 4, Block 2, Bedford Lake Addition and Lot 5, Block 2, Bedford Lake Addition, North 00 degrees 29 minutes 26 seconds East a distance of 110.0 feet to the **POINT OF BEGINNING** and containing approximately 2194.3 square feet of land.

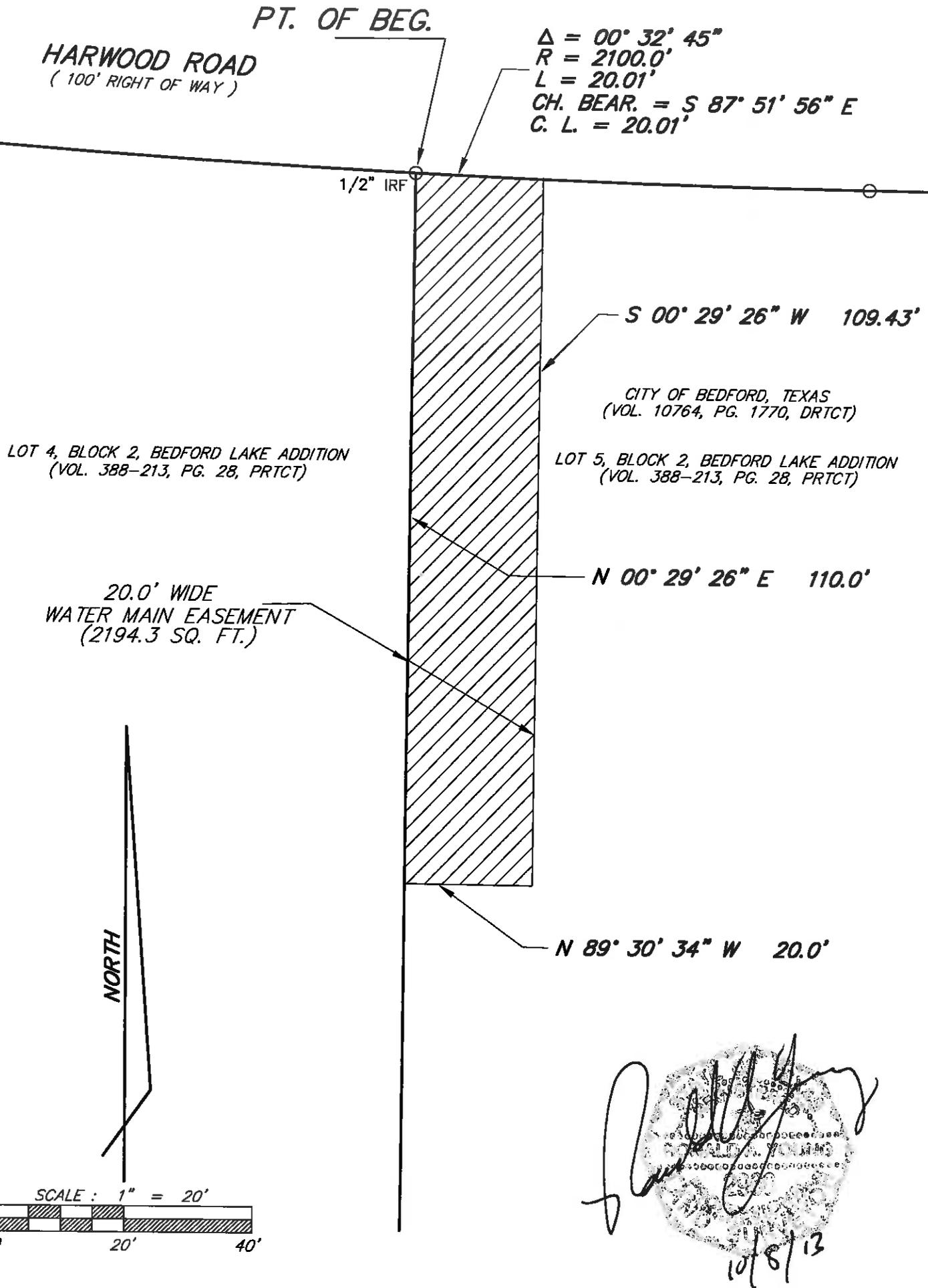
NOTE:

The basis of bearings is the east line of Lot 4, Block 2, Bedford Lake Addition, as recorded in Volume 388-213, Page 28, of the Plat Records of Tarrant County, Texas. The above description was prepared based on public Records.



A circular stamp, likely a notary seal, is partially obscured by a large, handwritten signature in black ink. Below the signature, the date "10/8/13" is handwritten in black ink.

EXHIBIT "B"
LEGAL DESCRIPTION
20.0' WIDE WATER MAIN EASEMENT
LOT 5, BLOCK 2, BEDFORD LAKE ADDITION
BEDFORD, TARRANT COUNTY, TEXAS



[Handwritten Signature]
 10/8/13

NOTE:
 THE BASIS OF BEARINGS IS THE EAST LINE OF LOT 4,
 BLOCK 2, BEDFORD LAKE ADDITION AS RECORDED
 IN VOL. 388-213, PG. 28, PRTCT

RONALD A. YOUNG, P.E., R.P.L.S.
 802 TRAIL LAKE DRIVE
 EULESS, TEXAS 76039
 (817) 875-5478

ITEM #9 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: 10/22/13

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

ITEM:

Consider a resolution authorizing the City Manager to purchase a 2010 Skywatch Mobile Observation Tower from Flir Integrated Systems in the amount of \$50,000.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

In 2010 and again in 2011, the Police Department sought grant funding to procure a mobile observation tower. In both years, the Police Department was recommended for funding of a tower; however, State funding ran out prior to awarding the grant.

Recently, the Police Department was contacted by the preferred tower vendor regarding a demonstration model that was for sale. The demonstration model is the same model tower that the Police Department previously desired, but also contains additional accessories.

The three-year-old tower has been inspected by the Police Department and the City's garage and was found to be in good condition with no major defects. The tower has a patented lift system, which provides added safety. Other tower vendors utilize a "scissor lift" elevation system, which have serious safety concerns.

Due to the age of the demo model it is priced at \$50,000, a \$23,000 discount off the original base model. Accessories in place for demo purposes will be included in the sale of the tower at no cost. These additional accessories bring the overall value of the tower to \$85,662. The tower will also come with a full one-year warranty, except for the optional equipment. Additional costs include an estimated \$1,500 for annual fuel costs and an estimated \$500 for annual preventive maintenance. The above purchase cost and associated costs will be paid out of the Drug Enforcement Fund. The Drug Enforcement Fund is comprised of monies received through seizures and forfeitures and can only be used for law enforcement purposes.

The tower will be utilized to detect and deter criminal activity in the City's commercial and residential at-risk areas. Additionally, the tower will be deployed at special events, City-sponsored festivals and any activation of the Point of Distribution (POD) center.

The City of Bedford continues to experience a high rate of vehicle burglaries and vehicle thefts. During calendar years 2011 and 2012, vehicle burglaries and vehicle thefts totaled 603 reports. Crimes of this nature decrease the quality of life in Bedford and strike at the very core of the citizen's overall feeling of personal security.

The tower would be an asset to the Department by providing a vantage point for surveillance details and security assessments at special events/festivals. This vantage point would afford Officers and/or volunteers the ability to see further than their counterparts on the ground.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a 2010 Skywatch Mobile Observation Tower from Flir Integrated Systems in the amount of \$50,000.

FISCAL IMPACT:

Total: \$52,000
The fund balance of the Drug Enforcement Fund is sufficient to cover the authorized costs.

ATTACHMENTS:

Resolution

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A 2010 SKYWATCH MOBILE OBSERVATION TOWER FROM FLIR INTEGRATED SYSTEMS IN THE AMOUNT OF \$50,000.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase a mobile observation tower utilizing the Drug Enforcement Fund; and,

WHEREAS, the City Council of Bedford, Texas determines that the purchase of a mobile observation tower will enhance the Police Department's efforts to reduce occurrences of crime.

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

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

SECTION 2. That the City Manager is hereby authorized to purchase a 2010 Skywatch Mobile Observation Tower from FLIR Integrated System in the amount of \$50,000.

SECTION 3. That funding will come from the Drug Enforcement Fund.

PASSED AND APPROVED this 22nd day of October 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Eric Griffin, Deputy Police Chief

DATE: 10/22/13

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

ITEM:

Consider a resolution authorizing the Mayor to accept the 2013 Sub-Recipient Award from the Texas Department of Public Safety for the FY 2013 Homeland Security Grant Program.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The City of Bedford, as a member agency of the Northeast Tarrant County Area SWAT Team (NETCAST), has been awarded a sub-recipient grant from the Texas Department of Public Safety in the amount of \$42,573.80 for the FY 2013 Homeland Security Grant Program. Bedford will serve as the repository for the equipment on behalf of NETCAST and will be obligated to comply with all grant requirements, including audits. NETCAST, a regionalized SWAT Team consisting of officers from the cities of Bedford, Hurst, Euless and Grapevine, was formed in October 2012, with Deputy Chief Eric Griffin selected to serve as the Commander over that unit.

Allowable purchases through this grant funding are very limited in scope and include the purchase of CBRNE (chemical, biological, radiological and nuclear equipment) and PPE (personal protection equipment). Anticipated purchases include hazmat suits and self-contained breathing apparatus equipment.

The FY 2013 Homeland Security Grant Program Award funding does not require a cash match from the City of Bedford.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Mayor to accept the 2013 Sub-Recipient Award from the Texas Department of Public Safety for the FY 2013 Homeland Security Grant Program.

FISCAL IMPACT:

\$42,573.80 from the FY 2013 Homeland Security Grant Program. Grant funding does not require a cash match from the City of Bedford.

ATTACHMENTS:

Resolution
Award Report

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE AUTHORIZING THE MAYOR TO ACCEPT THE 2013 SUB-RECIPIENT AWARD FROM THE TEXAS DEPARTMENT OF PUBLIC SAFETY FOR THE FY 2013 HOMELAND SECURITY GRANT PROGRAM.

WHEREAS, the City Council of Bedford, Texas determines that the grant funding will benefit NETCAST; and,

WHEREAS, the City Council of Bedford, Texas determines the necessity for NETCAST to have specialized equipment.

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

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

SECTION 2. That the City Council authorizes the Mayor to accept the 2013 Sub-Recipient Award from the Texas Department of Public Safety for the FY 2013 Homeland Security Grant Program.

PASSED AND APPROVED this 22nd day of October 2013, by a vote of _ ayes, _ nays and _ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
RANDY WATSON

September 20, 2013

Dear Authorized Official:

Attached are FY 2013 Homeland Security Grant Program (HSGP) sub-recipient award documents for your jurisdiction/agency. This letter, and the attached documents, contain important information about the grant(s) and provide instructions requiring your immediate action for grant acceptance.

Please follow the instructions at the top of the first page of the Terms and Conditions, and return all documents as instructed below to the Texas Department of Public Safety, Texas Homeland Security State Administrative Agency (THSSAA) no later than November 4, 2013.

The Sub-Recipient Agreement (SRA), which includes the Award, the Terms and Conditions, and attached Exhibits must be filled out, and signed by the person identified in Box 4 on the Sub-Recipient Award. Signature by anyone else will only be accepted if a letter of designation from the governing body is attached that authorizes the person to sign for the Sub-Recipient. Letters of signature designation will be deemed as authorization for that person to sign any future documents related to the grant award(s) unless the letter indicates otherwise.

Return SRA(s) via Email

The FY 2013 SRA documents should be returned via email to SAA_SRA@dps.texas.gov by the date indicated above. Please title the subject line of your email "HSGP" and name of jurisdiction (i.e. *HSGP Houston_City of*). If you have received multiple awards, please attach each SRA (including a signed award and set of Terms and Conditions) as a separate attachment to the email and use the following naming convention for each file: federal grant title abbreviation (from Box 5 on Award), "SRA" and name of jurisdiction (i.e. *SHSP LETPA SRA Houston_City of; UASI SRA Houston_City of*).

Please retain a copy of each document submitted to the THSSAA for your records. The grant award(s) may be withdrawn if all required documents are not completed and submitted to the THSSAA within the deadline established above.

Timeline for FY 2013 Grant Process

Below is the timeline for the FY 2013 HSGP awards and projects. The Biannual Strategy Implementation Report (BSIR) Plan must be completed in the State's grant management system (State Preparedness and Assessment Reporting Service (SPARS)) and the Sub-Recipient must enter acceptable milestones for each project in SPARS.

SEP 01 2013	State received 2013 HSGP award from DHS/FEMA
OCT 16 2013	Deadline for SAA to issue Sub-Recipient Agreements (45 days from start date as indicated by DHS).
NOV 04 2013	Deadline for sign Sub-Recipient Agreements to be returned to SAA (45 days from SAA award date).
NOV 15 2013	Deadline for sub-recipient to have entered their initial BSIR data in SPARS
DEC 04 2013*	Deadline for sub-recipient to enter project milestones for approved 2013 projects. <i>*(Expenditure requests will not be approved until clear milestones are established for all projects in SPARS.)</i>
FEB 28 2014	Deadline for sub-recipients to submit 2013 project EHP Screening Forms to the SAA.
JAN 30 2015*	End of sub-recipients performance period. All invoices must be received in SPARS by this date. <i>*(COGs and UASI Core Cities have slightly longer performance periods; see Box 6 of the Award for your performance period end date.)</i>

Form 74-176 Direct Deposit Authorization

In addition, to reimburse you for grant-funded expenses the THSSAA must have a current Direct Deposit Authorization from your organization in order to transfer grant funds electronically to a designated bank account. An electronic version of the form is available on the Texas State Comptroller's website at: <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>. (On the form, please select "Texas Department of Public Safety" from the dropdown list when prompted.) If you submitted a completed Direct Deposit Authorization form recently at the request of TXDPS or with prior acceptance documents for FY 2013 HSGP awards, you do not need to complete a new authorization unless your bank account information has changed. By the due date of your SRA(s), please email a current Direct Deposit Authorization form to SAA_SRA@dps.texas.gov with a subject line and file name of "DDForm" and name of jurisdiction (i.e. *DDForm Travis County*).

If you have any questions, you may contact your Council of Governments, UASI Point of Contact, the grant coordinator assigned to your region or Nancy Carrales at nancy.carrales@dps.texas.gov or (512) 377-0004. For information on grant coordinators assigned to your region please go to http://www.dps.texas.gov/director_staff/saa/documents/GrantTeamAlignments.pdf.

Sincerely,



Machelle Pharr
Deputy Assistant Director
Texas Homeland Security State Administrative Agency



Texas Department of Public Safety

2013 Sub-Recipient Award for City of Bedford

1. General Award Information Reference/Encumbrance No:

Date of Award: September 20, 2013 Prepared By: Hatfield, Bryan 3. SAA Award Number: 13-SR 7132-01

4. Sub-Recipient Name and Address 5. Federal Grant Information

Mayor Jim Griffin
City of Bedford
2000 Forest Ridge Dr.
Bedford, TX 76021

Federal Grant Title: Homeland Security Grant Program (HSGP)
State Homeland Security Program (SHSP)
Federal Grant Award Number: EMW-2013-SS-00045
Federal Granting Agency: Department of Homeland Security FEMA
Grant Programs Directorate
Date Federal Grant Awarded to TxDPS: September 1, 2013
CFDA: 97.067

6. Award Amount and Grant Breakdowns

SHSP LETPA

\$42,573.80

Table with columns: Grant Period, From (Sep 1, 2013), To (Jan 31, 2015). Includes note: (The SAA must receive all invoices by the end of grant period)

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2013, (Public Law 113-6), and the Homeland Security Act of 2002 (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:
Machelle Pharr
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official: [Handwritten signature]

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official: Signature of Sub-Recipient Official:

Enter Employer Identification Number (EIN) or Federal Tax Identification Number: DUNS Number: Date Signed :

DUE DATE: November 4, 2013 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

2013 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

1. Fill in the information and sign the Grant Sub-Recipient Award;
2. Certify they have read and understand these Terms and Conditions;
3. Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and
4. Return all documents via email to SAA_SRA@dps.texas.gov on or before the date provided in the transmittal letter and/or in this grant.

Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2013 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2013 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2013 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2013 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2013 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2013 Funding Opportunity Announcement as binding.

Standard of Performance. Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"

Failure to Perform. In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

Environmental Review

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. **Initiation of any activity prior to completion of FEMA's**

EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release grant funds for non-compliant projects.

Sub-recipient, as soon as possible upon receiving its grant award, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Funding Obligations

- A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.
- B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.
- C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.
- D. Sub-recipient shall refund to DPS/THSSAA any sum of these grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) days after DPS/THSSAA requests such refund.
- E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

Performance Period

The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all grant funds and submitted reimbursement requests, and any invoices, in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.

Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below.

A. Administrative Requirements

- 1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule);
- 2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).
- 3. 44 C.F.R. Part 10, Environmental Considerations

B. Cost Principles

- 1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- 2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
- 3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
- 4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2013 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at https://s3-us-gov-west-1.amazonaws.com/dam-production/uploads/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf and the Nonprofit Security Grant Program (NSGP),

DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 10, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards <http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf>.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.
2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Operation Stonegarden (OPSG) Specific Conditions

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.
2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's grant performance period.
3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.
4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or GAN to the jurisdiction.

State Requirements for Grants

Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) at <http://www.governor.state.tx.us/files/state-grants/UGMS062004.doc> and the State Administrative Agency Sub-recipient Manual, available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for a grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting the grant is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
2. Grant funds may not be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

3. Grant funds may not be expended to a unit of local government unless the following limitations and reporting requirements are satisfied:
 - a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
 - b. Texas Government Code Sections 556.004, 556.005, and 556.006, including not using any money or vehicle to support the candidacy of any person for office; not influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose; and not using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
 - c. Texas Government Code Sections 2113.012 and 2113.101 including not using grant funds to compensate any employee who uses alcoholic beverages on active duty plus Sub-recipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
 - d. Texas General Appropriations Act, Art. IX, Section 6.13 requiring Sub-recipients to make every effort to attain key performance target levels associated with this grant award, including performance milestones, milestone time frames, and related performance reporting requirements; and
 - e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, including grant funds may only be expended if Sub-recipient timely completes and files its reports.

Restrictions and General Conditions

- A. Use of Funds. DHS grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
- B. Lobbying Prohibited. No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.
- C. Transferring Funds. Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.
- D. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
- E. Cost Categories. There may be limitations on the use of HSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2013 HSGP FOA, Appendix C, Funding Guidelines.
 1. Management and Administration
 2. Planning
 3. Organization
 4. Equipment
 5. Training
 6. Exercises
 7. Maintenance and Sustainment
 8. Critical Emergency Supplies
 9. Construction and Renovation

- F. Governing Board Approval. In cases where local funding is established by a COG or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.
- G. Notices. All notices or communications required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Lone Star, to the other party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

DPS/THSSAA Contact Information
Deputy Assistant Director
Texas Homeland Security State Admin. Agency
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773-0220

- H. Points of Contacts. Within 30 days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

- I. DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>.
- J. Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on www.ccr.gov, www.sam.gov, or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the CCR information at least annually. Sub-recipient shall keep information current in the CCR/SAM database until the later of when it submits this Grant's final financial report or receives final grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.
- K. Indirect Cost Allocation Plan. Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at <http://harvester.census.gov/sac/dissemin/asp/reports.asp>. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to SAA_SRA@dps.texas.gov. The Sub-recipient name shall be included in the file name and subject line of the email transmittal.
- L. Reporting Total Compensation of Sub-recipient Executives. 2 C.F.R. §170.320; see FEMA Information Bulletin 350.
1. Applicability and what to report: Sub-recipient shall report whether Sub-recipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.
2. Where and when to report: Sub-recipient shall report executive total compensation at www.ccr.gov, www.sam.gov, or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the CCR/SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
- M. Direct Deposit. If Sub-recipient has not received HSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to SAA_RR@dps.texas.gov. The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "Sample County DD form"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>. Sub-recipient may simultaneously sign up for the Advance Payment Notification (APN) email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.
- N. Procurements. Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.
- O. Contract Provisions. All contracts executed using funds granted under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- P. No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee using funds granted under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at <https://www.sam.gov/portal/public/SAM/>.
- Q. Management and Administration. If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at <http://www.fema.gov/grants/grant-programs-directorate-information-bulletins>.
- R. Personnel Cap. Up to fifty percent (50%) of all HSGP awards received by Sub-recipient may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at SAA@dps.texas.gov. Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.
- S. Property Management and Inventory. At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain Property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample inventory record format at http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.
- T. Publications. All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."
- U. Acknowledgement of Federal Funding from DHS. Sub-recipient shall comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the requirements of EO 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Sub-recipient shall take reasonable steps to ensure that LEP persons have meaningful access to Sub-recipient's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and Comptroller General's guidelines.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this award, without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

GG. Americans with Disabilities Act of 1990. Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

HH. Public Dissemination of Sensitive Information. Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

II. Security Concerns/Violations. Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

JJ. Classified Security Condition

1. No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information.
2. "Classified national security information" as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
3. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Branch Program (ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
4. Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are currently located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>.
5. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions. DHS Office of Security ISPB contact information: Telephone: 202-447-5346, Email: DD254AdministrativeSecur@idhs.gov, Mail: Department of Homeland Security, Office of the Chief Security Officer, ATTN: ASD/Industrial Security Program Branch, Washington, DC. 20528

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII). Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf.

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Other Requirements

- A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.
- B. Projects identified and approved in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of this Grant. Sub-recipient shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.
- C. During the performance period of this Grant, Sub-recipient shall:
 1. Participate in a legally-adopted county and/or regional mutual aid agreement.
 2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives

outlined by FEMA at <http://www.fema.gov/implementation-and-compliance-guidance-stakeholders#item4>.

3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing \$5,000 or more, and specialized teams/response units equipped and/or trained using grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
<http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3>.

D. Regional Planning Commissions/Council of Governments (COGs) shall follow guidelines listed in the DPS/THSSAA FY2013 COG Statement of Work.

Monitoring

Sub-recipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Sub-recipient's compliance with this Grant and of the adequacy and timeliness of Sub-recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Sub-recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Sub-recipient. Failure by Sub-recipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

Audit

Audit of Federal and State Funds. Sub-recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26). Sub-recipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

Right to Audit. Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

Sub-recipient's Liability for Disallowed Costs. Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by Sub-recipient from funds that were not provided or otherwise made available to Sub-recipient pursuant to this Grant or any other federal contract.

Sub-recipient's Facilitation of Audit. Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of Sub-recipient. Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

State Auditor's Clause. Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

Retention and Accessibility of Records

Retention of Records. Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 CFR Section 13.42, UGMS § 42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

Access to Records. Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

Inclusion in Subcontracts. Sub-recipient shall include the substance of the Retention of Records and Access to Records section herein in all subcontracts.

After Action Reporting. Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this grant.

Legal Authority

Signatory Authority. Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

Authorized Representative. The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee

that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

Notice of Litigation and Claims

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

No Liability for Employees and Officers

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

Non-Waiver of Defaults

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

Changes and Amendments

Modification. FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to the award. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

Written Amendment. Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

Authority to Amend. During the period of performance for this Grant, DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Grant's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Sub-recipient as if written in this Grant.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws or regulations are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Sub-recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-recipient's acceptance of the changes to this Grant.

Headings

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

Venue

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

Suspension

In the event Sub-recipient fails to comply with any term of this Grant, DPS/THSSAA may, upon written notification to Sub-recipient, suspend this Grant, in whole or in part, withhold payments to Sub-recipient and prohibit Sub-recipient from incurring additional obligations of this Grant's funds.

Termination

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;
2. The effective date of such termination; and
3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.

Enforcement

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;
2. Disallow, that is, deny both use of funds and matching credit for, all or part of the cost of the activity or action not in compliance;
3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

Conflict of Interest

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

Closing of the Grant

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 days of receiving the GAN.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official

Date

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this award. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government

Principals Regarding the Care and Use of Animals

- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit A.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official

Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of

1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this program.

Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official

Date

Exhibit C

Certifications

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to www.epls.gov or www.sam.gov and the State Debarred Vendor List www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient agrees that it is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign to certify this Exhibit C.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official

Date

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality

control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.>

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Please fill in the appropriate information and sign to certify this Exhibit D.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

Signature of Authorized Official

Date



Council Agenda Background

PRESENTER: Don Henderson, Parks Superintendent

DATE: 10/22/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract for chemical application services with TruGreen in the amount of \$36,108.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On March 3, 2013 and March 10, 2013, the City advertised for bids for city-wide chemical application services. The contract covers the parks, Central Drive and Harwood Road medians, and several facilities including:

- City Hall
- Old Bedford School
- Bedford Public Library
- Law Enforcement Center
- All three Fire Stations

The following services are included in the contract:

- Fall – pre/post emergent and fertilization
- Spring – pre/post emergent and fertilization
- Summer – grassy weed/fertilization
- Summer – grassy weed

The previous contract amount was \$33,309. Funding for the \$2,799 increase in the chemical application service is included in the FY 2013/2014 Program of Services. This increase covers the cost of one additional round of spraying for the Harwood Road and Central Drive medians, as well as the facilities included in the contract. Three contractors submitted bids, which were opened on March 18, 2013.

TruGreen	\$36,108
Lawn Associates	\$43,840
The Lawn Firm	\$66,280

The contract period for the services will be from the time of the award to September 30, 2014 with the possibility of two one-year extensions.

TruGreen is the contractor that has provided the chemical application services to the City of Bedford for the last contract period.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract for chemical application services with TruGreen in the amount of \$36,108.

FISCAL IMPACT:

Parks Contract Labor Account \$36,108

ATTACHMENTS:

Resolution

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR CHEMICAL APPLICATION SERVICES WITH TRUGREEN IN THE AMOUNT OF \$36,108.

WHEREAS, the City Council of Bedford, Texas determines the necessity of yearly chemical application of herbicides in selected areas of the City; and,

WHEREAS, the City advertised the project in the Fort Worth Star Telegram on March 3, 2013 and March 10, 2013, and received and publicly opened the bids on March 18, 2013; and,

WHEREAS, the City Council has determined that the bid be awarded to the lowest responsible bidder and authorizes the City Manager to enter into a chemical application contract.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a contract with TruGreen, in the amount of \$36,108, for chemical application services.

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

PASSED AND APPROVED this 22nd day of October 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffith, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Mirenda McQuagge-Walden, Managing Director

DATE: 10/22/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a citizen survey services agreement with the University of North Texas in the amount of \$20,420.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On October 8, 2013, the City Council directed staff to negotiate a contract with the University of North Texas (UNT) for citizen survey services if UNT's Survey Research Center (SRC) could present data using geo-coding. The SRC has this capability and included this in the Statement of Work. Specifically, the agreement states:

Cities often use some method to classify their cities into 2 to 6 segments. Major roads, utility service districts or police service districts are all methods that can be used to segment a city. If Bedford chooses to do so, the analysis can be segmented geographically to determine if differences in ratings exist by geographic zone. Road conditions and code enforcement are two examples of ratings that may have geographic differences in ratings. A sample size of 600 is adequate to break the city in 3 to 6 geographic regions.

The timeline for the project calls for the survey development to begin in November with data collection to take place in January and the draft report delivered by March 7, 2014.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a citizen survey services agreement with the University of North Texas in the amount of \$20,420.

FISCAL IMPACT:

City Council Contract Labor Account - \$20,420

ATTACHMENTS:

Resolution Agreement

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CITIZEN SURVEY SERVICES AGREEMENT WITH THE UNIVERSITY OF NORTH TEXAS IN THE AMOUNT OF \$20,420.

WHEREAS, the City Council of Bedford, Texas recognizes the benefits of a citizen satisfaction survey; and,

WHEREAS, the City Council of Bedford, Texas determines that the University of North Texas Survey Research Center will best perform this service.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into an agreement with the University of North Texas, in the amount of \$20,420, for citizen survey services.

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

PASSED AND APPROVED this 22nd day of October 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffith, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

UNIVERSITY OF NORTH TEXAS
Denton, Texas

AGREEMENT NO. GN0006204

THIS AGREEMENT, by and between the **University of North Texas**, 1155 Union Circle, Denton, Texas, 76203-5017 (hereinafter "UNT") and the **City of Bedford**, with business offices located at 2000 Forest Ridge Drive, Bedford, TX (hereinafter "Sponsor");

WITNESSETH:

WHEREAS, Sponsor desires that UNT perform certain services, all as herein provided, involving "**2013 Bedford Citizen Survey**;" and

WHEREAS, UNT has agreed to do so under the terms and conditions hereinafter set forth;

NOW THEREFORE, the parties mutually covenant and agree as follows:

Article 1. Statement of Work

UNT shall use all reasonable efforts to perform the services and deliver the reports and other items specified in the Statement of Work, marked Attachment A.

Article 2. Entire Agreement

This agreement, including Attachment A, constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the work to be performed by UNT.

Article 3. Key Personnel

UNT shall provide Dr. Paul Ruggiere for the work under this Agreement. If any of the key personnel are removed from employment at UNT for any reason, the parties shall mutually agree as to the individual's replacement by other UNT personnel.

Article 4. Period of Performance and Termination

The period of performance under this Agreement is specified as:

FROM	November 1, 2013
TO	March 30, 2014

Unless terminated sooner in accordance with the terms herein. Either party may terminate this Agreement at any time by giving not less than thirty (30) days advance written notice to the other party. Termination or cancellation shall not affect the rights and obligations of the parties accrued prior to termination. The Sponsor shall be liable for all expenses incurred and all non-cancelable commitments made prior to UNT's receipt of the notice of termination. The Sponsor shall pay UNT for these expenses on receipt of a final invoice. Upon receipt of payment in full for work performed, UNT shall deliver the results of all previously unreported work in such form as it exists.

Article 5. Firm Fixed Price Payment

For the services, counsel, reports, and other items delivered, the Sponsor shall pay UNT for the performance of work under this Agreement the Firm Fixed price of:

Twenty Thousand Four Hundred Twenty Dollars and Zero Cents	(\$20,420.00)
---	----------------------

UNT shall submit invoices to Sponsor in accordance with the following schedule:

Upon execution of Agreement	Ten Thousand Two Hundred Ten Dollars and Zero Cents	(\$10,210.00)
March 30, 2014	Ten Thousand Two Hundred Ten Dollars and Zero Cents	(\$10,210.00)

Invoices shall be sent to:

City Manager's Office
 2000 Forest Ridge Drive
 Bedford, TX 76021

The Sponsor agrees to pay the invoices submitted by UNT within thirty (30) days of receipt of invoice. All payments shall be sent to:

Office of Research Services
 University of North Texas
 1155 Union Circle #305250
 Denton, Texas 76203-5017

Article 6. Equipment

Ownership of all permanent and expendable equipment purchased by UNT under this Agreement shall become the sole property of UNT at the time of purchase, and title shall vest solely in UNT.

Article 7. Rights in Data, Copyrights

Title to data (which is defined as including, but not limited to; software, writings, sound

recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by UNT employees in the performance of work under this Agreement shall be the sole and exclusive property of UNT. UNT shall have the sole right to determine the disposition of copyrights or other rights resulting from the performance of work; provided that UNT shall grant to Sponsor a royalty free, non-exclusive license to reproduce, modify and use all such data for its own purposes.

Article 8. Publications

UNT shall be free to publish the results of work under this Agreement. Title to and the right to determine the disposition of any copyrights on publications relating to the performance of the work hereunder shall remain with UNT, who shall have the sole right to determine the disposition of those copyrights.

Article 9 Inventions and Patent Rights

Title to all inventions and discoveries made solely by UNT inventors resulting from the research project shall reside with UNT; title to all inventions and discoveries made solely by Sponsor inventors resulting from the research project shall reside with Sponsor; title to all inventions and discoveries made jointly by UNT and Sponsor inventors resulting from the research project shall reside jointly with UNT and Sponsor.

Article 10. Notices

All notices or other communications required or permitted under this Agreement given by either party to the other shall be in writing and shall be sent by U.S. Postal Service, Certified Mail, Return Receipt Requested, postage prepaid or by an overnight courier service with written verification of receipt, and addressed to the following individuals:

FOR UNT	FOR SPONSOR
Barbara Lindley	Mirenda McQuagge-Walden
Senior Contract Manager	Managing Director
Office of Research Services	
University of North Texas	City of Bedford
1155 Union Circle #305250	2000 Forest Ridge Drive
Denton, Texas 76203-5017	Bedford, Texas 76021
Telephone: 940.565.3939	Telephone: 817.952.2107
Email: Barbara.Lindley@unt.edu	Email: mirenda.mcquagge@bedfordtx.gov

Article 11. Independent Contractor

UNT is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the services contracted for by Sponsor.

UNT employees shall in no sense be considered employees of Sponsor and neither UNT nor Sponsor personnel will, by virtue of this Agreement, be entitled or eligible, by reason of the contractual relationship hereby created, to participate in any benefits or privileges given or extended by either party to its employees.

Article 12. Non-Indemnification

Neither party shall by reason of this Agreement be obligated to defend, assume the cost of defense, hold harmless, or indemnify the other from any liability to third parties for loss of or damage to property, death, or bodily injury arising out of or connected with the work under this Agreement.

Article 13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Article 14. Amendments

This Agreement may be extended, renewed, or otherwise amended at any time by the mutual written consent of the parties. No modification of this Agreement or waiver of the terms or conditions shall be binding upon either party unless approved in writing by an authorized representative. This Agreement shall not be affected by the acknowledgement or acceptance of purchase order forms containing other or different terms and conditions.

Article 15. Order of Precedence

In the event of conflicting conditions, the following order of precedence shall apply:

1. Research Agreement
2. Statement of Work, Attachment A

Article 16. Assignment

Neither party to this Agreement may assign their rights and/or duties without the written permission of the other party.

Article 17. Successors and Assignees

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assignees.

Article 18. Publicity

Neither party to this Agreement may use the name of the other in news releases, publicity, advertising, or product promotion without the prior written consent of the other, except that UNT may include sponsor's name, project title, and total contract value in reports.

Article 19. Acceptance of Facsimile and Scanned Signatures

The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file extension name) as an attachment to electronic mail (email). Such facsimile or scanned signature must be treated in all respects as having the same effect as an original signature.

Article 20. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the work to be performed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year of the last signature written below.

UNIVERSITY OF NORTH TEXAS	CITY OF BEDFORD
By:	By:
Name: Dr. Thomas McCoy	Name: Beverly Griffith
Title: Vice President for Research and Economic Development	Title: City Manager
Date:	Date:

ATTACHMENT A
STATEMENT OF WORK

Bedford Citizen Survey

Summary of Approach

The UNT Survey Research Center (SRC) will conduct a survey of the citizens of Bedford, Texas. An address-based sample of 2,850 households will be selected for the survey. A combination of phone, mail and internet methodologies is proposed to collect data on 500 to 600 of those households. The data will be analyzed and presented in a written report and an in-person presentation to the city council.

An address-based sample is recommended over other methodologies for several reasons. First, in order for a telephone methodology to be valid, a cell phone sampling frame should be included. Current estimates are that 43 percent of the households in Tarrant County are cell-phone-only. However, attempting to utilize a cell phone sampling frame in a geographic area smaller than a county would be costly and would not adequately cover the cell phone users in a mid-size city.

A mail survey could be conducted, but the depth of questions that can be asked in a computerized survey is much greater whether the survey is conducted via phone or web. That is because with a computerized survey, skip patterns can be used so that a user of a service is asked more in-depth follow-up questions. Non-users of a service skip to another part of the survey. A survey that takes 10 to 15 minutes to conduct on the phone or web may print out to 10 pages in a mail survey because of these skip patterns. Large mail questionnaires tend to be ignored by a potential respondent but a “10 minute survey” does not sound as intimidating.

This project proposes linking an address-based sample with multiple data collection methods—phone, web and mail. This approach blends the reliable coverage of an address-based sample with the multiple data collection methods. Respondents have different response mode preferences. Using multiple methods increases the potential for a better response rate.

Sample

SRC will draw a sample of 2,850 household addresses using an enhanced version of the U.S. Postal Service’s Delivery Sequence File (DSF). The DSF is an up-to-date file of postal addresses and takes note of vacant households. A representative sample of occupied houses and apartments will be drawn in a manner that is reflective of the demographic profile of all residents in the population. Phone numbers will be matched from publicly-available databases of listed telephone numbers. If the City has the legal latitude to provide utility information, SRC could further enhance the contact data for the selected sample using contact information in utility records.

Questionnaire

SRC will work with the Bedford City Council and staff to develop a questionnaire that

meets the needs of city leadership. Dr. Ruggiere will meet with the City Council in a workshop session to kick-off the questionnaire development. This meeting will be an opportunity for council members to express their objectives for the survey project and question development. SRC will incorporate this information into the first draft of the questionnaire. The questionnaire will be delivered to council several days before it meets again to discuss the questionnaire. Dr. Ruggiere will attend this second meeting. Feedback from the meeting will be integrated into a final draft. Once the final questionnaire is approved, SRC will program telephone and web versions of the questionnaire.

Data Collection

The Address-Based Sample will be run through a listed phone number database match to obtain listed telephone numbers. Households with matching phone numbers are expected to comprise approximately 53 percent of the sample (1,855 households) and households without matching phone numbers are expected to comprise approximately 47 percent (1,645 households) of the sample. Households with matching phone numbers will be actively contacted using mail and telephone. Households without matching phone numbers will be contacted using mail only.

To increase the participation, the city could enter respondents into a drawing for one of several prizes. The drawing serves as an incentive which will be particularly important among the group without phone numbers. Potential prizes could include memberships to city-owned facilities (yearly membership for household members to the BRAC or the BRAC weight room, season tickets to the Bedford Splash Aquatic Center) or gift cards donated by local restaurants. Bedford staff would be responsible for obtaining incentives if this option is selected. SRC will randomly draw names from survey participants and will provide the selected names to Bedford staff to deliver the awarded incentives.

The data collection process will vary slightly depending on whether or not a phone number has been obtained for the selected households:

1. Households with a matching phone number

For households with a matching phone number, SRC will send a letter inviting them to participate in the survey. The letter will tell potential respondents that SRC will be calling them, and when that time comes, to please accept the call. It will also offer a toll-free number and Web site that they can use if they want to complete the survey at a time convenient to them. Respondents can log-on to the Web site using a login code included on the letter. Use of this code will allow for tracking of the location of the respondent and will be used to remove that respondent from the calling roster. It can also be used for geocoding responses to include in GIS representation of survey results.

SRC will then commence a 5-attempt calling protocol. Approximately three weeks into the calling process, all non-respondents will receive a 1-page questionnaire by mail that gathers data only on the critical measures including household demographics and key city ratings. The mailer will include a business reply envelope. Data received from mail questionnaires will be entered and merged with data collected by phone and

Internet.

2. Households without a matching phone number

For households without a matching phone number, SRC will send a letter inviting them to participate in the survey. Recipients of the letter can call a toll-free number or go to a Web site to complete the questionnaire at a time convenient to them.

Approximately four weeks after the first mailing, all non-respondents will receive a 1-page questionnaire by mail that gathers data only on the critical measures including household demographics and key city ratings. The mailing package will include a business reply envelope. Data received from mail questionnaires will be entered and merged with data collected by phone and Internet.

Analysis and Reporting

SRC will analyze the results and report the findings in a Word document. The findings will be presented using graphs, tables and text. The analysis will include, but not be limited to, the following elements:

- Executive summary
- Statistical analysis of survey results
- Survey background
- Profile of respondents
- General overview of the survey
- Content descriptions and summaries of each survey topic
- Copy of the survey instrument
- Twenty color copies of the final report and a copy in electronic format.

SRC completed a benchmark survey of people in the Metroplex in December of 2011. Up to 15 questions appearing in the Bedford Citizen Survey can be used to benchmark for comparisons to (1) the Metroplex as a whole, (2) Tarrant County cities and (3) a “similar-cities” composite benchmark. If this option is selected, the benchmark comparisons will be included as part of the final report. This option assumes that similar question wording would be used for the comparison measures.

Cities often use some method to classify their cities into 2 to 6 segments. Major roads, utility service districts or police service districts are all methods that can be used to segment a city. If Bedford chooses to do so, the analysis can be segmented geographically to determine if differences in ratings exist by geographic zone. Road conditions and code enforcement are two examples of ratings that may have geographic differences in ratings. A sample size of 600 is adequate to break the city in 3 to 6 geographic regions. This offer assumes that Bedford staff can provide SRC with the shape files needed to produce a template map of the city and these zones. If this option is selected, 8 to 12 GIS maps will be provided in the report where appropriate. There is no additional charge associated with this option.

Once the final report is delivered, Dr. Ruggiere will prepare a presentation for the City Council and present the findings at a regular City Council meeting or at a City Council workshop session.

Timeline

The following timeline assumes that an executed contract is in place by November 1. This timeline and the proposed dates are flexible as to the Council’s availability.

Milestone	Date
Meet with Bedford Council and staff	November 5
Deliver draft questionnaire	November 15
Meet with Bedford Council and staff	December 3
Deliver final questionnaire	December 13
Approval for final questionnaire	December 17
Questionnaire programming	December 17-January 8
2,850 invitation letters mailed	January 9
Calls begin	January 20
Short form questionnaire sent to all non-responders	February 6
Draft Report Delivered	March 7
Final report (within a week of Bedford staff feedback)	TBD
City Council presentation	TBD

Price Structure

The cost for the survey as described is a fixed-fee of \$20,420. The cost includes the base price of \$19,670 plus the benchmark analysis priced at \$750.

Description	Total
Survey project, analysis, reporting, presentation	\$19,670
Benchmark analysis	\$750
Total	\$20,420



Council Agenda Background

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

DATE: 10/22/13

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing funding, ratifying the expenditure and authorizing the City Manager to contract with Reynolds Asphalt, TexOp Construction, L.P., Earth Haulers, Inc., Tarrant County Precinct 3, TXI Operations, L.P., and Huffman and Huffman, Inc., in the amount of \$125,795.82 for emergency water line and street repairs on Bedford Road due to a major water main break on July 29, 2013.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On Tuesday, July 29, 2013 at 7:00 p.m., the City experienced a major break in a water main located along Bedford Road between Forest Ridge Drive and E.M. Bilger. The damage to the street was extensive as summarized in the attached Council Agenda Discussion on August 13, 2013. The total amount of the invoices submitted for payment is \$125,795.82. This amount includes:

- \$64,118.74 to Reynolds Asphalt for 1,447 tons of asphalt
- \$7,257.50 to TexOp Construction, L.P. for asphalt milling
- \$3,845.00 to Earth Haulers, Inc. for debris removal, topsoil and sand
- \$5,781.75 to Tarrant County Precinct 3 for fuel and asphalt-liquid
- \$7,931.55 to TXI Operations, L.P. for liquid emulsion
- \$36,861.28 to Huffman and Huffman, Inc. for repairing the water line

All of the work is complete including the street striping, which is part of the normal yearly striping. The man-hours for staff and equipment from the City of Bedford, City of Euless, and Tarrant County Precinct 3 are not included in this discussion. In summary, the total invoices for the water main break on Bedford Road is \$125,795.82, of which \$36,861.28 will be paid out of the Utility Maintenance Fund and \$88,934.54 from the Street Improvement Economic Development Corporation (SIEDC) Fund for the road portion of the project.

This project was reviewed and approved unanimously by the SIEDC on September 29, 2013.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing funding, ratifying the expenditure and authorizing the City Manager to contract with Reynolds Asphalt, TexOp Construction, L.P., Earth Haulers, Inc., Tarrant County Precinct 3, TXI Operations, L.P., and Huffman and Huffman, Inc., in the amount of \$125,795.82 for emergency water line and street repairs on Bedford Road due to a major water main break on July 29, 2013.

FISCAL IMPACT:

Total Contracts Amount	\$125,795.82
SIEDC Fund	\$88,934.54
Utility Maintenance Fund	\$36,861.28
Difference:	\$0

ATTACHMENTS:

Resolution
August 13 Council Agenda Discussion

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING FUNDING, RATIFYING THE EXPENDITURE AND AUTHORIZING THE CITY MANAGER TO CONTRACT WITH REYNOLDS ASPHALT, TEXOP CONSTRUCTION, L.P., EARTH HAULERS, INC., TARRANT COUNTY PRECINCT 3, TXI OPERATIONS, L.P., AND HUFFMAN AND HUFFMAN, INC., IN THE AMOUNT OF \$125,795.82 FOR EMERGENCY WATER LINE AND STREET REPAIRS ON BEDFORD ROAD DUE TO A MAJOR WATER MAIN BREAK ON JULY 29, 2013.

WHEREAS, on Tuesday July 29, 2013 at 7:00 p.m., the City experienced a major break in a water main located along Bedford Road between Forest Ridge Drive and E.M. Bilger; and,

WHEREAS, the City Council of Bedford, Texas has determined that road repairs were needed on Bedford Road between Forest Ridge Drive and E.M. Bilger; and,

WHEREAS, the City Council of Bedford, Texas has determined that funding is necessary for the health and safety of its citizens; and,

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

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

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

SECTION 2. That the City Council does hereby authorize funding for emergency water line and road repairs on Bedford Road caused by a major water main break.

SECTION 3. That funding in the amount of \$88,934.54 will come from the Street Improvement Economic Development Corporation Budget and funding in the amount of \$36,861.28 will come from the Utility Maintenance Fund.

PASSED AND APPROVED this 22nd day of October, 2013, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry City Attorney



Council Agenda Background

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

DATE: 08/13/13

Work Session

ITEM:

Discussion regarding the water main break on Bedford Road.

City Manager Review: _____

DISCUSSION:

On Tuesday July 29, 2013 at approximately 7:00 p.m. the City experienced a major break in a water main located along Bedford Road between Forest Ridge Drive and E.M. Bilger. The “on-call” crew arrived at the site within 30 minutes of notification. At first arrival, it was not clear if the rupture was on the 20” main or the 10” main that runs parallel. Due to the size of the 20” water main coupled with the depth of the mains in the plans on file at Public Works, staff determined that it would expedite repairs with additional assistance from a utility contractor with the larger equipment needed.

Public Works began closing water valves in an attempt to isolate the main leak. Once completely isolated around 10:00 p.m., Huffman & Huffman Contractors began excavation to determine which water main had ruptured. The excavation to the broken water main was approximately 12’ underground and it was discovered that the break was on the 20” water main. This main was installed in 1999 and provides a substantial amount of water to the southwest portion of the City. The rupture was over 5’ long and went from the top of the pipe to the bottom of the pipe. An estimated 2 million gallons of water was lost. All three of the elevated storage tanks were at very low levels at this point in time.

To keep the southwest portion of Bedford with adequate water, both of the transfer pumps at the Stonegate Well site were engaged. Further, the Trinity River Authority (TRA) assisted greatly by modifying their pumping routines, which increased the delivery of water to southwest Bedford as well as the area near the main break.

The 20” water line generally runs down the center of Bedford Road. The leak came up through the pavement east of Forest Ridge, causing street flooding and extensive damage to 433 linear feet of asphalt pavement. Several City offices were without water due to the main break including Fire Station 1, the Library, Old Bedford School and the Facility Maintenance office on Bedford Road.

A voice call using the new emergency system went out to the citizens to advise them of the main break and to conserve water. A notice was put on the website and social media that night advising residents of the water main repair and road closure. Huffman & Huffman Contractors finished repairing the water main on Bedford Road by 9:00 a.m. on Wednesday.

The damage on Bedford Road pavement was extensive. The force of the leak raised a 57’ wide by 433’ long piece of asphalt pavement that weighed over 1,200 tons about 6”. Once the leak was stopped, this section of asphalt pavement broke into large plates and was not safe to drive over. Staff anticipated many voids under the pavement that would give way if a heavy vehicle or equipment travelled on the asphalt.

Staff worked with Tarrant County Precinct #3 to “piggy back” on several existing contracts that the County has for pulverization, stabilization, and asphalt pavement. TexOp Construction, LP was hired to pulverize the asphalt for the entire segment of roadway (ground the existing pavement into

a gravel-like substance). During the grinding, staff and County personnel were shaping and compacting the grindings so that Bedford Road was open to one-lane traffic each way before 9:00 p.m. on Wednesday.

The original plan was to allow for one lane in each direction on Bedford Road as repairs were made. This could be accomplished by moving traffic to the north/south while repairs were made to the other side. The pavement repair process started on Thursday morning. Staff removed the grindings with heavy equipment and loaded dump trucks with the spoiled material. To expedite the process, the County provided a large dump truck. Two of the Public Works dump trucks broke down so the City of Euless provided two of their dumps for our use. Once all of the grindings were removed, the stabilization of the sub-grade material began.

The County provided the milling machine that blended the soil with CemLime. Compaction of the blended base was performed by County personnel on County equipment. During the compaction process, it was determined that several safety issues for the travelling public on Bedford Road and for the employees of Public Works and the County were encountered. Once all the grindings were removed, it was discovered that there was a concrete cap over the 20" water main that ran generally down the center of the road. This cap was only 2" below the surface of the asphalt. The cap was not removed as it might cause additional damage to the water main below. However, the cap is not of a consistent width and extended into the left lanes as much as 2'. This encroachment created a constriction such that there was not adequate space to switch the east-bound lane to the northern half of the road or vice versa.

To keep one lane of traffic in each direction, the separation between moving cars and employees would be less than 2' in areas. This was not acceptable and staff determined that it was best for the travelling public and for employees to shut the road down completely during construction hours. County crews and Public Works crews worked well past normal working hours to allow for the road to be opened each night to one lane in each direction. The stabilized sub-grade was completed for the entire damaged portion on Friday night.

On Monday morning August 5, 2013, Public Works crews began to place two three-inch layers of asphalt base. This would provide a total of 6" of asphalt base. This asphalt base was completed on Wednesday August 7. County personnel have been assisting and training Public Works crews on proper use of the pavement laydown machine along with the use of their larger steel-wheel roller for compaction. The last step in the paving process started on Thursday, where Public Works crews will place the final 2" thick asphalt layer. This layer is a surface course that will provide a smooth riding surface to vehicular traffic.

The stripes along Bedford Road will be replaced in two to three weeks. The oils in the asphalt will need to surface and wear off so that the stripes will stay affixed to the pavement. Temporary flaps will be placed in the general location of the future painted/plastic striping.

This massive project has shown the value in the relationships that have been developed between the City of Bedford Public Works and Tarrant County Precinct #3, City of Euless, and inter-departmental coordination with emergency personnel.

Once all repairs are complete, staff anticipates the cost to be between \$150,000 and \$200,000. Council authorization for the repairs is required; it is anticipated that an item will be placed on the August 27, 2013 Council agenda.

ATTACHMENTS:

PowerPoint Presentation



Council Agenda Background

PRESENTER: Tom Hoover, Public Works Director

DATE: 10/22/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and Republic Services, Inc. for the modified micro-surfacing project in the Realistic Addition subdivision.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In July of 2013, the City was informed of a hydraulic fluid stains within the Realistic Addition subdivision. The stains were caused by a leak in one of Republic Services' trash trucks. After several attempts to clean the spill, it was determined that modified micro-paving was a more effective and economic solution. The micro-surfacing was completed in October 2013.

Republic Services, Inc. has agreed to reimburse the City \$11,740, in January 2014, for the modified micro-surfacing of Realistic Drive and Realistic Court within the Realistic Addition subdivision.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and Republic Services, Inc. for the modified micro-surfacing project in the Realistic Addition subdivision.

FISCAL IMPACT:

Street Improvement Economic Development Corporation Funds (SIEDC)	\$11,740
Allied Reimbursement	(\$11,740)
Fiscal Impact	\$0

ATTACHMENTS:

Resolution
Memorandum of Understanding
Micro-Seal Invoice

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF BEDFORD AND REPUBLIC SERVICES, INC FOR THE MODIFIED MICRO-SURFACING PROJECT IN THE REALISTIC ADDITION SUBDIVISION.

WHEREAS, the City Council of Bedford, Texas finds it necessary and within the best interest of the City to enter into a Memorandum of Understanding with Republic Services, Inc.; and,

WHEREAS, Republic Services, Inc. has agreed to reimburse \$11,740 to the City of Bedford for the modified micro-surfacing of two streets within the Realistic Addition subdivision.

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

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

SECTION 2. That the City Council of Bedford, Texas, authorizes the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and Republic Services, Inc. for the modified micro-surfacing of Realistic Drive and Realistic Court within the Realistic Addition subdivision.

PASSED AND APPROVED this 22nd day of October 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BEDFORD AND REPUBLIC SERVICES, INC.**

MODIFIED MICRO-SURFACING PROJECTS WITHIN THE COUNTRY MEADOWS SUBDIVISION

This agreement is made and entered into this ____ day of ____ 2013, by and between the City of Bedford and Republic Services, Inc. for the modified micro-surfacing project in the Realistic Addition subdivision.

Section 1.

Republic Services, Inc. agrees to reimburse the City of Bedford \$11,740.00 for modified micro-surfacing projects of streets damaged by hydraulic leaks, once the work is complete.

Section 2.

The streets to be repaired are:

Realistic Drive
Realistic Court

Section 3.

Republic Services, Inc. shall reimburse the City, in January 2014, upon written notice that the micro surfacing project contemplated herein has been completed.

Section 4.

The City of Bedford and Republic Services, Inc. agrees that upon completion and payment for the modified microsurfacing project the matter will be closed.

IN WITNESS WHEREOF, the following authorized representatives execute this Agreement:

REPUBLIC SERVICES, INC.

ATTEST:

Date: _____

CITY OF BEDFORD

ATTEST:

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Stan Lowry
City Attorney



Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 10/22/13

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider a resolution authorizing the City Manager to change a Council meeting in December; to schedule the Council meetings for December 10, 2013 and December 17, 2013; and to schedule a special meeting to canvass the results of the November 5, 2013 bond election.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

There is a need to move the second Council Meeting in December as it falls on Christmas Eve. It is the recommendation of staff that the second meeting in December be moved to December 17.

For the November 5, 2013 Bond Election, State law dictates that the Election be canvassed no earlier than eight days and no later than 11 days after Election Day. This would put the timeframe to canvass from November 13 to November 18 (the statutory last day is November 16, which, being a Saturday, is pushed to the next regular business day). The regularly scheduled November meeting dates are November 12 and November 26. Council will need to determine a date for a special meeting to canvass the election. It is staff's recommendation to schedule the special meeting for either Wednesday, November 13 or Monday, November 18. Staff also recommends that the special meeting also be used to conduct Board and Commission interviews. The deadline to submit an application is November 1.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to change a Council meeting in December; to schedule the Council meetings for December 10, 2013 and December 17, 2013; and to schedule a special meeting to canvass the results of the November 5, 2013 bond election.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Calendars

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO CHANGE A COUNCIL MEETING IN DECEMBER; TO SCHEDULE THE COUNCIL MEETINGS FOR DECEMBER 10, 2013 AND DECEMBER 17, 2013; AND TO SCHEDULE A SPECIAL MEETING TO CANVASS THE RESULTS OF THE NOVEMBER 5, 2013 BOND ELECTION.

WHEREAS, staff proposes that the Council consider changing a regular meeting date in December due to the Christmas holiday; and,

WHEREAS, a date to canvass the results of the November 5, 2013 needs to be scheduled.

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

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

SECTION 2. That the City Manager is hereby authorized to change a Council meeting date in December and to schedule the Council meetings in December for December 10, 2013 and December 17, 2013.

SECTION 3. That a special meeting to canvass the results of the November 5, 2013 Bond Election be scheduled for November __, 2013.

PASSED AND APPROVED this 22nd day of October 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Council Calendar – November 2013

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
				1 Early Voting Library	2	3
4	5 Election Day	6	7 6:00p Teen Court Advisory Board City Hall 6:30p Parks & Rec OBS	8	9	10
11	12 6:30p City Council Meeting City Hall	13	14 11:00a HEB Chamber Luncheon First United Methodist Church – Hurst 5:30 to 8:30p Taste of Northeast Hurst Conf. Center 7:00p P&Z City Hall	15	16 9:00a to 4:00p Christmas Fest Library	17
18 6:30p Beautification OBS 6:30p Cultural Commission Library	19	20 6:00p ZBA City Hall 7:00p Library Board Library	21 5:30p Community Affairs Commission City Hall 7:00p Bedford Library Friends Library 7:00p Citizens Police Academy Graduation LEC	22 12:00p Holiday Luncheon Senior Center	23	24
25	26 6:30p City Council Meeting City Hall	27	28 Thanksgiving City Offices Closed 7:00p P&Z City Hall (Cancelled)	29 Thanksgiving City Offices Closed	30	

Council Calendar – December 2013

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
						1
2	3	4	5 6:30p Parks & Rec OBS	6		8
9 6:30p Cultural Commission Library	10 6:30p City Council Meeting City Hall	11	12 11:00a HEB Chamber Luncheon First United Methodist Church – Hurst 7:00p P&Z City Hall	13		15
16 6:30p Beautification OBS 6:30p Cultural Commission Library	17	18 6:00p ZBA City Hall 7:00p Library Board Library (Cancelled)	19 5:30p Community Affairs Commission City Hall 7:00p Bedford Library Friends Library	20		22
23	24 Christmas Eve (City Holiday)	25 Christmas (City Holiday)	26 7:00p P&Z City Hall	27		29
30	31					



Council Agenda Background

PRESENTER: Patricia Nolan, Council Member

DATE: 10/22/13

Council Request

ITEM:

Discussion and receive Council direction on staff approaching Hawaiian Falls for the management of the City's water park.

City Manager Review: _____

DISCUSSION:

This item was discussed during the Executive Session on October 8. Council directed staff to have this item on the next Council agenda for discussion and to give staff direction.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Patricia Nolan, Council Member

DATE: 10/22/13

Council Request

ITEM:

Discussion on the appointments of members/staff to boards/commissions that are not voted on by City Council. **This item requested by Councilmember Nolan.

City Manager Review: _____

DISCUSSION:

Councilmember Nolan requested this item be placed on the agenda for discussion.

ATTACHMENTS:

Letter of Request

From: [Nolan, Patricia](#)
To: [Wells, Michael](#)
Subject: Work Session
Date: Wednesday, October 16, 2013 11:57:57 AM

Michael-

Please put on the agenda a Work Session item that would discuss the appointments of members/staff to boards/commissions that are not voted on by City Council.

Thanks-
Patricia