

AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, March 10, 2015
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021**

**Conference Room Work Session 6:00 p.m.
Council Chamber Work Session 6:15 p.m.
(or immediately following the Conference Room Work Session)
Council Chamber Regular Session 6:30 p.m.**

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

CONFERENCE ROOM WORK SESSION

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

COUNCIL CHAMBER WORK SESSION

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

EXECUTIVE SESSION

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

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

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Robert White, Cornerstone Church North)

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS/UPCOMING EVENTS

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

APPROVAL OF THE MINUTES

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

PERSONS TO BE HEARD

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

NEW BUSINESS

3. Consider a resolution authorizing the Interim City Manager to enter into an agreement with the Texas Department of Transportation for the FY 2015 National Priority Safety Program grant funding.
4. Consider a resolution authorizing the Interim City Manager to award the Concrete Sidewalk, Driveway, Ramp/Street Panel and Curb and Gutter Reconstruction at Various Locations Project to Cam-Crete Contracting Inc. in the amount of \$186,945.
5. Consider a resolution authorizing the Interim City Manager to reject the bids for the 2015 Crack Sealing Program at Various Locations Contract.
6. Consider a resolution appointing a member to serve on the Street Improvement Economic Development Corporation.
7. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Shelter Advisory Board - Councilmember Fisher
 - ✓ Beautification Commission - Councilmember Turner
 - ✓ Community Affairs Commission - Councilmember Boyter
 - ✓ Cultural Commission - Councilmember Champney
 - ✓ Library Board - Councilmember Davisson
 - ✓ Parks & Recreation Board - Councilmember Davisson
 - ✓ Teen Court Advisory Board - Councilmember Farco
8. Council member Reports
9. City Manager/Staff Reports

EXECUTIVE SESSION

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

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

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

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

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, March 6, 2015 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

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



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 03/10/15

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) February 24, 2015 regular meeting
- b) March 1, 2015 special meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

February 24, 2015 regular meeting
March 1, 2015 special meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 24th day of February, 2015 with the following members present:

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

constituting a quorum.

Staff present included:

Roger Gibson	Interim City Manager
Cathy Cunningham	City Attorney
Michael Wells	City Secretary
Natalie Foster	Marketing Specialist
Tom Hoover	Public Works Director
Meg Jakubik	Assistant to the City Manager
Mirenda McQuagge-Walden	Managing Director
Emilio Sanchez	Planning Manager
Bill Syblon	Development Director

COUNCIL CHAMBER WORK SESSION

Mayor Griffin called the Work Session to order at 5:30 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: 2, 6, 8, 9, 10 and 11.

Public Works Director Tom Hoover presented information regarding Item #6, which is for an interlocal agreement with the City of Hurst. A portion of the City's sewer system transverses back and forth between Bedford and Hurst and there is an agreement with Hurst to pay a certain amount of costs associated with water consumption for homes in that drainage basin. There is a disagreement between the cities about the amount being paid and the only way to get that resolved is to perform an engineering study, with a third party firm, for the feasibility of metering each point of connection. He stated that the City would not want numerous metering stations due to costs and maintenance, and instead, he wants to consolidate where possible with relief sewers to collect only Bedford sewage, which would run parallel to existing creeks and be metered. The costs for the study would be a 50/50 split participation. In answer to questions from Council, Mr. Hoover stated that this study will not change the current agreement with Hurst and would take a couple of months to perform; that Hurst has sewer lines coming into the City's system; that for sewer flows, the City uses the winter average, which is 70 to 75 percent of the annual average, and is calculated at 5,000 gallons a month; that the winter average is less than the contractual use, which is 7,000 gallons a month, or a 28 percent difference in flow; that the City of Fort Worth charges more to treat sewer than the Trinity River Authority; that the City would be responsible for construction costs for metering and diverting the City's flow to its system; that there is no engineering design at this time; that the City currently pays approximately \$300,000 a year to Hurst; that the contract was originally based on 10,000 gallons a month and that flows have been reduced by fixing

infiltration and inflow problems; and that the City's portion of the study is \$19,000.

Technical Services Manager Kelli Agan presented information regarding Item's #9 and #10. The first is to change the authorized official for the Federal grant for the Repeat Victimization Unit (RVU) storefront. The second item is to pursue the same grant funding for the RVU storefront in the amount of \$30,400. The grant will cover the lease, utilities and maintenance of the common area. If the grant is not awarded, the City of Hurst will be assuming their portion of the costs of the mental health and domestic violence coordinators and the full costs of one of their positions. The lease costs would be split between the two cities.

Managing Director Mirenda McQuagge-Walden presented information regarding Item #11, which is to amend the license agreement with HEB ISD for Meadow Park to allow additional work to be done at the property. In answer to questions from Council, Ms. McQuagge-Walden stated that the language is generic to allow the City, Sun Fields Development, or any other contractor to do work; that the agreement is only between the City and HEB ISD; that the boundary limits are lined out in the original lease and the amendment does not speak to boundaries; and that the original lease speaks more to uses and amenities than locations, which are more driven by the Oncor easements.

Administrative Services Director Cliff Blackwell presented information regarding Item #8, which is to accept the report from the independent auditor and audited financial statements for Fiscal Year 2014. The Audit Committee met to review the audit and the discussions were led by BKD, the independent auditor. The auditors act independent of staff and report directly to the Council on the City's internal control measures and financial statements. He stated that BKD gave the City an unmodified opinion. David Coleman with BKD stated that they met with the Audit Committee and part of their discussion was on accounting pronouncements that will be required the following year related to pensions. BKD issued an unmodified, or clean, opinion. The City has received the Government Finance Officers Association Excellence in Financial Reporting Award for 18 consecutive years. In the required management letter BKD issued, there were no significant deficiencies or material weakness in the internal control structure. They were able to issue the audit within four months. Financially, the General Fund budget was \$1M to the positive.

- **Republic Services Presentation on the Recycle Cart Pilot Program.**

Assistant to the City Manager Meg Jakubik stated that the Council was presented the idea of a pilot program for recycle carts and Republic Services has now conducted their survey. She stated that Jeri Harwell with Republic Services will present the results of the program, the comments that have been received, and to seek Council direction on adopting the program and modifying their contract. Ms. Harwell stated that approximately 2,600 surveys were sent out and 811 were received back. Of those, 97 percent were favorable to the carts. Some citizens did have concerns regarding the City becoming the "recycle police" and the rate. There were less than ten respondents that did not want the carts. There are some issues with the areas that are senior with smaller lots, and she thinks they can come up with a plan to put recycle containers in common areas out of public view. There was a 24 percent increase in recycling on the two routes. By request, she did forward to Council emails from residents. She believes that the residents are ready to move in this direction. In regards to increased costs, she initially believed that it would be in the range of \$1.00 to \$1.50 to move to carts; however, there have not been any rate increases in 15 years and their residential line of business is losing money. To add the additional \$600,000 to the contract, the cost increase would need to be \$1.67. They further want to add a year to the contract to make it an even five years to depreciate the carts over those five years. She stated that, with this increase, the residential rates of Bedford, Hurst and Euless would be within pennies of each other. The City's commercial rate is lower than Hurst and slightly higher than Euless, which has a higher industrial and commercial base.

In answer to questions from Council, Ms. Harwell stated that if the Council agrees to move forward with carts, they would bring it back to Council in March for approval, start notifying residents and ordering carts to be delivered in mid-April, and the program would technically start on May 1; that residents have the option to keep their current bin or they can recycle them; that Republic would be responsible for delivery and maintenance of the carts; that the carts are 65 gallons, but residents will have the option for a 95 gallon cart after the initial 30 days; that at the \$1.67 increase, the residential line of business would break even; that the current agreement would have to be amended to include the carts, the new rate,

and the date; that if the City does not agree to extending the contract, the increase would be greater than \$1.67; that they normally see an eight to ten percent response response from their surveys, with 90 to 95 percent positive responses; that the City does recycle and carts could be located at City facilities; that they have tried recycling at events, which is difficult if nobody is manning the containers; that internally, Republic had started at an increase of \$2.40; that they can distribute information to residents regarding how the carts can be stored and maintained; that either the driver can call dispatch to service a cart or a resident can call their customer service to schedule maintenance; that the Cities of Coppell and Colleyville contract with competitors of Republic at a cost of \$15.00 a month and \$12.99 a month respectively for comparable services; that the City's percentage of residential to commercial is closer than Hurst and Euless; that the increase would put the City in a better position to negotiate in five years as the City would be more comparable to the market and the residential rate would still be close to Hurst and Euless; that as of May 1 and with the increase, Bedford's rate would be \$11.48 a month compared to \$11.34 a month for Euless and \$11.31 a month for Hurst, which has not had their increase; that she believes that there are solutions for those that cannot use the carts but that their recycle participation is not that high even with the bins; and that lengthening the term of the contract would reduce the rate but she does not recommend locking in for longer than five years.

Council was of the consensus to move forward on the recycle carts.

Mayor Griffin adjourned the Work Session at 6:22 p.m.

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to 3200 Meadow Park Drive.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations with the City of Euless.
- d) Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Restaurants with alcohol sales in violation of Section 10.06 “Annual reporting requirements for authorized restaurants with alcohol sales” of the City of Bedford’s Code of Ordinances.
- e) Pursuant to Section 551.074, personnel matters – City Manager search.

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to 3200 Meadow Park Drive; Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center; Section 551.087, deliberation regarding economic development negotiations with the City of Euless; 551.071, consultation with City Attorney regarding pending or contemplated litigation – Restaurants with alcohol sales in violation of Section 10.06 “Annual reporting requirements for authorized restaurants with alcohol sales” of the City of Bedford’s Code of Ordinances; and Section 551.074, personnel matters – City Manager search at 6:25 p.m.

Council reconvened from Executive Session at 7:01 p.m. Council was unable to finish the Executive Session and will convene again at the end of the Regular Session.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 7:06 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION (Senior Pastor Nosa Oniwu, Arise & Shine International Ministries)

Senior Pastor Nosa Oniwu of Arise & Shine International Ministries gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

ANNOUNCEMENTS/UPCOMING EVENTS

Marketing Specialist Natalie Foster stated that SuessFest would be on Sunday from 1:00 p.m. to 4:00 p.m. at the Library. There will be celebrity readers and snacks, and costumes are encouraged. The Old Bedford School will host a 100 year anniversary event called "What's It Worth," from 3:00 p.m. to 5:00 p.m. on Sunday where people can bring in old treasured objects to discuss their history and worth with an expert. Seats are still available for the Business Roundtable hosted by the Community Affairs Commission on Thursday, March 5 from 7:30 a.m. to 9:00 a.m. Local business owners can get updates on local economic development, the Bedford Commons, and ShopBedfordFirst.com. The Beautification Commission is looking for volunteers for Clean Up Bedford Day on April 18.

OPEN FORUM

Ms. Shannon Rossen, 1716 Saxon Drive, Bedford – Ms. Rosen signed up to speak on Item #12. She stated that she has daughters that have played at the Meadow Park fields since they were four years old. She would have expressed her opinions on the subject at the previous work session if she had known about it, and only found out about it when their practices were canceled. She stated that other coaches have expressed the same concerns about the lack of forewarning. She stated that it is her understanding that Suns Field Development would bring in two new baseball fields for tournaments even though the Boys Ranch has more than adequate baseball fields. She stated that as fast-pitch softball is as popular as baseball, it is unfortunate as these are the only available softball fields in the City. She stated that girl sports are just as important as boy's sports. She stated that it is her understanding that the organization will be keeping all of the funds so the City would not be receiving any revenue, and would be out funds to pay for the water, which is greater for tournament baseball fields. When looking at sites for baseball and softball tournaments, there would be a need for more than two fields. She stated that per the Boys Ranch staff, the Meadow Park fields are rented out to Bedford residents and businesses, providing revenue to the City but if this item is approved, it would only be available to those approved by Suns Field Development. She presented Council with a petition with 135 signatures. She stated that girls softball was not taken into consideration when the topic was discussed previously and that the number of play and practice facilities has not kept up with the growth of the sport. She stated that there is a disparity in the number of facilities for girls' softball and boys' baseball, and that Meadow Park should be retained for softball. She stated that the conversion appears to place an emphasis on boys' sports over girls' sports. There was discussion on Council recognizing the impact; the benefit from refurbishing the fields for older children; the Mid-Cities Youth Activities Council allocating all the practice fields in the three cities; the little amount of space available for practice; Tri-Cities Baseball absorbing softball; and that staff is working on a plan to create a new softball field at either the Boys Ranch or the BluesFest site, with somebody with the Meadow Park renovations doing the work. Ms. Rossen asked what girls are supposed to do until the new field is built and stated that they started using the Meadow Park fields the previous year and would use them two times a week for most of the year. There was discussion on statistics for usage of the fields and marketing the rental of the fields.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Champney, seconded by Councilmember Davisson, to approve the following items by consent: 2, 6, 8, 9, 10 and 11.

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

COUNCIL RECOGNITION

1. Employee Service Recognition

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

Loretta Helm, Police Department - 10 years of service
Samuel Delaney, Jr., Public Works - 15 years of service
Jeff Martin, Fire Department - 15 years of service
Lee Shiflet, Fire Department - 15 years of service
Michael Whiteside, Fire Department - 15 years of service

APPROVAL OF THE MINUTES

- 2. Consider approval of the following City Council minutes:**
 - a) February 10, 2015 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) John DeLorme, 1129 Woodvale Drive, Bedford, Texas 76021 – Requested to speak to the Council regarding ZBA and the Bedford Commons project.**

John DeLorme, 6643 DeLeon Street, Irving, TX – Mr. DeLorme thanked the Council for the public meeting on the Bedford Commons project and hoped that the City continues to hold public meetings to get input from citizens. He stated that the citizens appreciate and support real economic redevelopment and businesses coming to Bedford that provide them value and support the commercial and sales tax bases. The City needs to do everything it can to encourage business development and retain current businesses to take the burden off of homeowners to provide tax revenue. He stated that residents are opposed to more apartments in Bedford. He stated that the City's schools are exemplary, he wants them to stay that way, and that they affect property values. He wants the City to continue to have the highest property values in the HEB area. He encouraged Council to have more meetings with citizens and heed their words that they want economic development and businesses, but not more apartments.

Mr. DeLorme thanked Council for the opportunity to serve on the Zoning Board of Adjustment (ZBA) the last few years, and that it is the third board or commission on which he has served. He is putting in his resignation for personal reasons as he has recently gotten married and moved to Las Colinas. He anticipates coming back in the next few years and to continue to volunteer.

NEW BUSINESS

- 4. Public hearing and consider an ordinance to rezone property known as a 0.7533 acre parcel of land located in the Buffalo Bayou, Brazos, and Colorado Railroad Co. Survey, Abst. No. 204 of the City of Bedford, Tarrant County Texas, from MHC/H Commercial to MHC/H/SUP-Gasoline Service Station and Pump Islands. Said property is located at 4101 State Highway 121, Bedford, Texas. The property is generally located west of State Highway 121 and south of Cheek-Sparger Road. (Z-265)**

Planning Manager Emilio Sanchez presented information regarding this item, which is a request to rezone a three-quarter acre piece of property from Maser Highway Corridor (MHC)/Heavy Commercial to MHC/Heavy Commercial with a specific use permit for a gasoline service station with fuel islands. The property is located at the northeast corner of the current Wal-Mart parking lot. The property is going through the re-platting process as well. The current use is compatible with the Comprehensive Land Use Plan for commercial. No calls have been received in opposition or support of this case. In answer to questions from Council, Mr. Sanchez stated that the location is currently a parking area and is located near the entrance from the access road.

Mayor Griffin opened the public hearing at 7:40 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:41 p.m.

Motioned by Councilmember Davisson, seconded by Councilmember Farco, to approve an ordinance to rezone property known as a 0.7533 acre parcel of land located in the Buffalo Bayou, Brazos, and Colorado Railroad Co. Survey, Abst. No. 204 of the City of Bedford, Tarrant County Texas, from MHC/H Commercial to MHC/H/SUP-Gasoline Service Station and Pump Islands. Said property is located at 4101 State Highway 121, Bedford, Texas. The property is generally located west of State Highway 121 and south of Cheek-Sparger Road. (Z-265)

In answer to further questions from Council, Mr. Sanchez stated that the property is within the MHC and would be fully in compliance with the MHC; that it will have small convenience store; and that the applicant anticipates starting at the end of May with a three month build out.

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

5. Consider an ordinance approving a resolution authorizing the issuance, sale, and delivery of Trinity River Authority of Texas (Tarrant County Supply Water Project) improvement revenue bonds, and approving and authorizing instruments and procedures relating thereto.

Public Works Director Tom Hoover introduced Fiona Allen, the northern regional manager for the Trinity River Authority (TRA), who presented information regarding this item. She stated that TRA is responsible for the Tarrant County Water Supply Project (TCWSP), which opened in 1974 and serves the cities of Bedford, Euless, North Richland Hills, Colleyville and Grapevine. The current capacity is 87M gallons per day, with an average daily flow of 31.4M gallons per day for their Fiscal Year 2015 budget. The budget for the facility is \$35.9M, which includes \$13.7M per year in debt service. Bedford makes up 22.5 percent of that budget, with 7.7M gallons a day. TRA is proposing to do a bond refunding by refinancing their Series 2005 bonds that were in the amount of approximately \$97M. Projects funded by those bonds included a 60-inch parallel transfer service main, distribution system improvements, and improvements to the Murphy Drive/Booster Pump Station. Ten years has been paid down on the note and as Bedford was one of their original customers, the City's permission is required for the refunding. She stated that the refunding would not extend any time on the bonds and that it would eliminate a balloon payment of \$3M in 2025. The average savings would be \$1M per year with a net present value savings of over ten percent and cost avoidance to the City's customers of eight to nine cents per 1,000 gallons. In answer to a question from Council, Ms. Allen stated that all of the work on the projects from the bonds has been completed.

Motioned by Councilmember Davisson, seconded by Councilmember Farco, to approve an ordinance approving a resolution authorizing the issuance, sale, and delivery of Trinity River Authority of Texas (Tarrant County Supply Water Project) improvement revenue bonds, and approving and authorizing instruments and procedures relating thereto.

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

6. Consider a resolution authorizing the Interim City Manager to execute an interlocal agreement between the City of Hurst, Texas and the City of Bedford, Texas relating to the engineering cost for a sanitary sewer metering study.

This item was approved by consent.

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 Norma's Cafe.

Motioned by Councilmember Boyter, seconded by Councilmember Davisson, to table this item.

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

- 8. Consider a resolution accepting the report from the independent auditor and the audited financial statements for the fiscal year ending September 30, 2014 and providing an effective date.**

This item was approved by consent.

- 9. Consider a resolution of the City Council of Bedford, Texas, designating the Interim City Manager as the Authorized Official for the grant received through the Office of the Governor, Criminal Justice Division for the Repeat Victimization Unit storefront.**

This item was approved by consent.

- 10. Consider a resolution of the City Council of Bedford, Texas, authorizing the submission of the grant application for the Repeat Victimization Unit storefront to the Office of the Governor, Criminal Justice Division.**

This item was approved by consent.

- 11. Consider a resolution approving a License Agreement Addendum to the Meadow Park Lease Agreement with the Hurst-Eules-Bedford Independent School District.**

This item was approved by consent.

- 12. 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 Bradley Padia and Steve Padia dba Suns Field Development.**

Ms. McQuagge-Walden presented information regarding this item, which is to approve a 380 agreement with Suns Field Development (SFD) to perform renovations to the Meadow Park facility. Renovations include leveling and seeding, reconfiguring the fields to accommodate baseball from ages 13 to 18, adding black vinyl fencing to the backstops and perimeter fencing, painting and wind-meshing the infield dugout, resurfacing the area between the fields, and landscaping the entrance. SFD would take over operations of the facility and maintenance, including grounds maintenance, electricity, mowing, trimming, seeding, and maintenance and cleaning the bathrooms. The City would provide water service, but all other utilities will be SFD's responsibility. They would operate a year-round facility for tournaments, training and team activities. In answer to questions from Council, Ms. McQuagge-Walden stated that SFD understands that the City does not own the property; that Meadow Park is owned by HEB ISD and the City has had an agreement with them since 1990; that SFD understands that with a six month notice, HEB ISD could decide on another use for the property; that SFD indicated that the fields could be rented for softball; that all fields will be under construction; that the Meadow Park fields were intended for adult softball, interest for which waned, but the fields have been used for other activities; that staff would look at the feasibility of putting in a practice facility for softball and other uses at either the Boys Ranch or the BluesFest site; and that no leagues play on the fields as they are practice fields. There was discussion on changing the agreement to have all sponsorships approved by Council, the number of sponsorships, and that all meetings of the Council are properly posted. There was discussion on the evolution of the Meadow Park fields including that they were originally built as game fields; that as the interest in adult softball leagues lessened, the fields were left sitting, with the City still paying for water and maintenance; and that staff started making them available for rent; and that there is a shortage of practice fields for all sports. In answer to further questions from Council, Ms. McQuagge-Walden stated that the fields are not being used at their full capacity and therefore, it is hard to justify improvements such as the lighting system, which is in poor shape; that as the fields gain in use and popularity, they would bring in visitors, economic development, revenue and sponsorship recognition; that the fields would still be named Meadow Park and used as an asset for the City; that SFD would improve the conditions of the fields, which the City would not finance; that it is hard to quantify the cost of maintenance; that the use the fields declined from Fiscal Year 2013 to 2014; that an example of something the City has run profitably is the water system but that she cannot think of anything from the General Fund that is not subsidized through other revenues; that SFD is a business but has spoken about giving back the community and that the fields could be a link between the

business community, residents and SFD; that negatives for doing this include the temporary displacement of people and the City having to step in if SFD does not finish the work; that the lights would have to be addressed at some point; that if an injury occurs on the fields, then SFD would be liable, not the taxpayers; that the City has the ability to terminate the agreement with 365 days notice or 30 days if there is a breach of contract; and that HEB ISD is fully aware of this project.

Motioned by Councilmember Fisher, seconded by Councilmember Davisson, to approve Item 12 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 Bradley Padia and Steve Padia dba Suns Field Development, with the exception of Section 4.2, last sentence, last word "director" be changed to "City Council."

There was discussion on if staff had a clear directive from Council about prospective sponsors, placement and locations of sponsors, and the volume of sponsorships. In answer to questions from Council, Steve Padia stated that SFD would be looking at sponsorships from local businesses as well as Under Armour and Rawlings; that signage would be on the fencing not including the front fencing; and that they would run a family-friendly operation.

Motion approved 4-3-0. Mayor Griffin declared the motion carried.

Voting in favor of the motion: Councilmember Davisson, Councilmember Champney, Councilmember Farco and Councilmember Fisher.

Voting in opposition to the motion: Mayor Griffin, Councilmember Boyter and Councilmember Turner.

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

✓ Animal Shelter Advisory Board - Councilmember Fisher

No report was given.

✓ Beautification Commission - Councilmember Turner

Councilmember Turner reported that the Commission met the previous Monday and they now have a full complement of members. They are actively planning events such as the upcoming Clean Up Bedford Day and they would like to get as much citizen participation as possible.

✓ Community Affairs Commission - Councilmember Boyter

Councilmember Boyter recognized Commission members Roy Savage, Steve Grubbs, Sal Caruso and Gary Morlock who were in attendance. He discussed the upcoming business breakfast hosted by the Commission.

✓ Cultural Commission - Councilmember Champney

Councilmember Champney reported that the Arts Talk event was cancelled due to the weather.

✓ Library Board - Councilmember Davisson

Councilmember Davisson reported that SuessFest will be held on March 1. The Library survey is out on the City's and Library websites, and hard copies are available at the Library. During SuessFest, the Friends of the Library will hold an A/V sale at \$1.00 a piece in the nook area of the Library. The Friends commissioned tote bags to celebrate the 50th anniversary of the Library.

✓ Parks & Recreation Board - Councilmember Davisson

No report was given.

✓ Teen Court Advisory Board - Councilmember Farco

Councilmember Farco reported that Teen Court was cancelled the previous night due to the weather. The Teen Court Banquet will be on April 16 at the Hurst Conference Center.

14. Council member Reports

Councilmember Fisher stated that in light of the recent weather, he wanted to acknowledge and thank the Police, Fire and Public Works Departments, as well as Interim City Manager Roger Gibson and Ms. McQuagge-Walden, for their hard work.

15. City Manager/Staff Reports

No report was given.

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to 3200 Meadow Park Drive.**
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center.**
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations with the City of Euless.**
- d) Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Restaurants with alcohol sales in violation of Section 10.06 “Annual reporting requirements for authorized restaurants with alcohol sales” of the City of Bedford’s Code of Ordinances.**
- e) Pursuant to Section 551.074, personnel matters – City Manager search.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to 3200 Meadow Park Drive; Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1RB, Bedford Meadows Shopping Center; Section 551.087, deliberation regarding economic development negotiations with the City of Euless; 551.071, consultation with City Attorney regarding pending or contemplated litigation – Restaurants with alcohol sales in violation of Section 10.06 “Annual reporting requirements for authorized restaurants with alcohol sales” of the City of Bedford’s Code of Ordinances; and Section 551.074, personnel matters – City Manager search at 8:26 p.m.

Council reconvened from Executive Session at 9:07 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.

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

No action was necessary of the Executive Session. Mayor Griffin stated that Council will be meeting more frequently as they work on the city manager selection process.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 9:08 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Special Session at 5:00 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 1st day of March, 2015 with the following members present:

Jim Griffin	Mayor
Michael Boyter	Council Members
Ray Champney	
Jim Davisson	
Steve Farco	
Roy W. Turner	

constituting a quorum.

Councilmember Fisher arrived at 5:07 p.m.

Staff present included:

Michael Wells	City Secretary
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CALL TO ORDER

Mayor Griffin called the meeting to order at 5:00 p.m.

EXECUTIVE SESSION

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

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

Council convened into Executive Session pursuant to Texas Government Code Section 551.074, personnel matters – City Manager search at 5:01 p.m.

Council reconvened from Executive Session at 6:30 p.m.

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

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

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

ADJOURNMENT

Mayor Griffin adjourned the meeting at 6:30 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: See below

DATE: 03/10/15

Persons to be Heard

ITEM:

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

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

02/26/15

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

Ed Henderson

817 283 1799

2513 Meadow View

Bedford, TX 76021



Council Agenda Background

PRESENTER: Kelli Agan, Technical Services Manager

DATE: 03/10/15

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

ITEM:

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

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Police Department was recently made aware of available grant funding through the Texas Department of Transportation (TxDOT). The funding would be specifically allocated to specialized traffic enforcements for TxDOT's Impaired Driving Mobilization (IDM) program.

TxDOT has received grant funding through the National Highway Traffic Safety Administration's FY 2015 National Priority Safety Program. TxDOT has requested the Police Department's participation in this grant funded initiative as a subgrantee. The funding, in the amount of \$6,042, will be used to reimburse overtime costs for officers participating in the IDM program. The funding requires a cash match of \$1,212 (roughly 20.6%), thus reducing the maximum reimbursable amount to \$4,830.

IDM is a quarterly initiative geared towards increasing enforcement of traffic safety related laws in order to reduce fatal and serious injury accidents. The IDM program will be operational during the following dates in 2015:

- Spring Break (currently in progress) - March 7 through March 22,
- Independence Day - June 26 through July 7, and
- Labor Day - August 21 through September 7.

The funding will allow the Police Department to have one off-duty officer assigned to the selective traffic enforcement detail for five hours each day during 28 of the 46 days listed above. Currently, the Police Department participates in similar TxDOT initiatives during particular holidays; however, due to the budgetary impact, an off-duty officer will typically work a minimum number of hours during the selective dates. The grant funding would enhance those efforts by increasing the amount of days and hours for selective traffic enforcement.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

The fiscal impact will be approximately \$1,212 paid out of the Police Department's Patrol and/or Traffic overtime accounts.

ATTACHMENTS:

Resolution
TxDOT Subgrantee Agreement

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE FY 2015 NATIONAL PRIORITY SAFETY PROGRAM GRANT FUNDING.

WHEREAS, the City Council of Bedford, Texas finds it is in the best interest of the citizens of Bedford to pursue grant funding through the Texas Department of Transportation for reimbursement of off-duty officer overtime associated with the Impaired Driving Mobilization program; and,

WHEREAS, the City Council of Bedford, Texas designates Police Chief Roger Gibson, performing the duties of Interim City Manager, as the subgrantee's Authorized Official. The Authorized Official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the subgrantee agency; and,

WHEREAS, the City Council of Bedford, Texas acknowledges and accepts the understandings and assurances contained within the grant agreement.

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

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

SECTION 2. That the City Council of Bedford, Texas authorizes the Interim City Manager to enter into an agreement with the Texas Department of Transportation for the FY 2015 National Priority Safety Program grant funding.

PRESENTED AND PASSED this 10th day of March 2015, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Texas Traffic Safety eGrants

Fiscal Year 2015

Organization Name: City of Bedford - Police Department

Legal Name: City of Bedford

Payee Identification Number: 17511662243004

Project Title: STEP - Impaired Driving Mobilization

ID: 2015-Bedford-IDM-00076

Period: 12/01/2014 to 09/30/2015

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Bedford** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2015.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number: **585EGF6398**

CFDA Number: **20.616**

CFDA Title: **National Priority Safety Programs**

Funding Source: **Section 405D**

DUNS: **069019438**

Project Title: STEP Impaired Driving Mobilization

Grant Period: This Grant becomes effective on **12/01/2014** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2015** unless terminated or otherwise modified.

Total Awarded: **\$6,042.00**

Amount Eligible for Reimbursement by the Department: **\$4,830.00**

Match Amount provided by the Subgrantee: **\$1,212.00**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

City of Bedford
[Legal Name of Agency]

Executed for the Executive Director and
Approved for the Texas Transportation
Commission for the purpose and effect of
activating and/or carrying out orders, established
policies or work programs approved and
authorized by the Texas Transportation
Commission

By:

By:

[Authorized Signature]

[District Engineer Texas Department of
Transportation]

[Name]

[Name]

[Title]

[Title]

Date: _____

Date: _____

Under the authority of Ordinance or
Resolution Number (for local government)
(If Applicable)

By:

Director, Traffic Operations Division Texas
Department of Transportation (Not required for
local project grants under \$100,000.00)

[Resolution Number]

Date: _____

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 49 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes 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. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, 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.

ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
 2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
 3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
 4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
 5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by one of the following

cost principles, as appropriate, outlined in:

1. OMB Circular A-21, Cost Principles for Educational Institutions;
 2. 49 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
 3. OMB Circular A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants*.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants*. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants*. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants*. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
 - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.
- D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
 2. There is a written thirty (30) day notice by either party; or
 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's

procurement and property management standards and (2) the federal procurement and property management standards provided by:

- A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through *eGrants*.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of

this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address
http://txdot.gov/business/business_outreach/mou.htm.

- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

ARTICLE 24. DEBARMENT AND SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within the three (3) 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 federal, state, or local public 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 or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of 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 federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement

or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. The Subgrantee agrees that it shall:
1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C. If expenditures are less than \$500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Subgrantee

will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
 - 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage),

hours worked, type of citation issued or arrest made, officer and supervisor signatures.

- K. All STEP agencies must provide the following provision in all daily activity report forms:
"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."
- L. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.
- M. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.
- N. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.
- O. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.
- P. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.
- Q. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.
- R. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.
- S. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.
- T. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.
- U. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. eGrants

- B. Provide program management and technical assistance.

- C. Attend appropriate meetings.

- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Document any progress towards self-sufficiency
 - 4. Account for any approved Program Income earned and expended
 - 5. Identify exemplary performance or best practices

Goals and Strategies

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

Goal: To reduce the number of DWI-related crashes, injuries, and fatalities.

Strategy: Increase enforcement of DWI laws.

X I agree to the above goals and strategies.

Law Enforcement Objective/Performance Measure

1. Number and type citations/arrests to be issued under STEP	
a. Number of DWI arrests to be made during the Christmas/New Year's Operation	5
b. Number of DWI arrests to be made during the Spring Break Operation	6
c. Number of DWI arrests to be made during the Independence Day Operation	5
d. Number of DWI arrests to be made during the Labor Day Operation	6
1. Number and type citations/arrests to be issued under STEP	
a. Number of DUI Minor arrests/citations to be made during the Christmas/New Year's Operation	1
b. Number of DUI Minor arrests/citations to be made during the Spring Break Operation	0
c. Number of DUI Minor arrests/citations to be made during the Independence Day Operation	1
d. Number of DUI Minor arrests/citations to be made during the Labor Day Operation	0
3. Total Number of Enforcement Hours for Entire Grant Period	139
Step Indicator	2.94

Note:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E Objective/Performance Measure

1. Complete administrative and general grant requirements
 - a. Number of Performance Reports to be submitted 4
 - b. Number of Requests for Reimbursement to be submitted 4

2. Support Grant efforts with a public information and education (PI&E) program
 - a. Conduct a minimum of one (1) presentation for each DWI operation period 1
 - b. Conduct a minimum of two (2) media exposures (e.g., news conferences, news releases, and interviews) for each DWI Operation period. 2
 - c. Conduct a minimum of one (1) community event (e.g., health fair, traffic safety booth) during the grant period 1
 - d. Produce the following number of public information and education materials if applicable. 0
 - e. Distribute the following number of public information and education materials if applicable. 0

Budget Summary

Budget Category	TxDOT	Match	Total
Category I - Labor Costs			
(100) Salaries	\$4,830.00	\$1,212.00	\$6,042.00
(200) Fringe Benefits	\$0	\$0	\$0
Category I Sub-Total	\$4,830.00	\$1,212.00	\$6,042.00
Category II - Other Direct Costs			
(300) Travel	\$0	\$0	\$0
(400) Equipment	\$0	\$0	\$0
(500) Supplies	\$0	\$0	\$0
(600) Contractual Services	\$0	\$0	\$0
(700) Other Miscellaneous	\$0	\$0	\$0
Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs	\$4,830.00	\$1,212.00	\$6,042.00
Category III - Indirect Costs			
(800) Indirect Cost Rate	\$0	\$0	\$0
Summary			
Total Labor Costs	\$4,830.00	\$1,212.00	\$6,042.00
Total Direct Costs	\$0	\$0	\$0
Total Indirect Costs	\$0	\$0	\$0
Grand Total	\$4,830.00	\$1,212.00	\$6,042.00
Fund Sources	79.94%	20.06%	

Operational Plan

X I agree to the following

Comments:

Site Description

Jurisdiction Wide

Conduct focussed DWI saturation patrols within high risk locations during times when alcohol-related crashes are most frequent Conduct a minimum of 4 nights of DWI enforcement during each holiday period Conduct pre and post earned media activities for each holiday period

Christmas/New Year's Wave

Pre-Media Campaign

December 16, 2014 - December 18, 2014

Enforcement Period

December 19, 2014 - January 2, 2015

Post-Media Campaign

January 6, 2015 - January 8, 2015

Spring Break Wave

Pre-Media Campaign

March 4, 2015 - March 6, 2015

Enforcement Period

March 7, 2015 - March 22, 2015

Post-Media Campaign

March 26, 2015 - March 28, 2015

Independence Day Wave

Pre-Media Campaign

June 23, 2015 - June 25, 2015

Enforcement Period

June 26, 2015 - July 7, 2015

City of Bedford - Police Department
STEP - IDM - 2015

Post-Media Campaign July 11, 2015 - July 13, 2015

Labor Day Crackdown

Pre-Media Campaign August 18, 2015 - August 20, 2015

Enforcement Period August 21, 2015 - September 7, 2015

Post-Media Campaign September 11, 2015 - September 13, 2015

Description of Activities

Pre-Media Efforts Before Enforcement Periods: Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.

Enforcement Periods: Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.

Post-Media Efforts After Enforcement Periods: Conduct local media events to tell the public why impaired driving laws are important and the results of the mobilization.



Council Agenda Background

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

DATE: 03/10/15

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

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

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City has numerous locations where concrete street panels, sidewalks and drive approaches are in serious need of repair. The Public Works Department has a concrete repair list that is comprised of requests by property owners and other areas identified by staff.

The Public Works Street Division has a crew that does concrete repairs. The majority of their time is spent repairing concrete streets and sidewalks that are damaged when repairs have to be made to water and sanitary sewer lines. Using contractors for these projects will begin to help reduce the backlog of sidewalk and drive approach repairs. Currently, the City has over two hundred locations on the repair list for sidewalks alone. From that list, the most severe problems, such as tripping hazards, will be addressed first for repair.

The Public Works Department held a bid opening on February 18, 2015 for the Concrete Sidewalk, Driveway, Ramp/Street Pane and Curb & Gutter Reconstruction at Various Locations Project. Three contractors submitted bid packets. Cam-Crete Contracting, Inc. from Cedar Hill, Texas submitted the low bid in the amount of \$186,945. Two other contractors submitted bids in the amounts of \$240,200 and \$258,920. The average bid was \$228,688.

The City's Consulting Engineer, J. Richard Perkins, P.E., has reviewed the information provided by Cam-Crete Contracting Inc. for this project. They have completed similar concrete projects for the City of Heath, City of Coppell, and the City of Mesquite. All gave positive feedback for the work completed by Cam-Crete.

If approved, funding would be paid from: (1) the FY-2014-15 Streets Division Line Item for Sidewalk Maintenance; and, (2) the FY-2014-15 Street Improvement Economic Development Corporation Line Item for Contract Labor.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

SIEDC Line Item for Contract Labor	
Balance:	\$1,618,912
Project Cost for Street Panels and	
Curb and Gutter:	\$122,770
Difference:	\$1,496,142

FY-2015/14 Streets Line Item for Sidewalk	
Maintenance:	\$83,608
Project Cost for Sidewalks, Driveway and	
Handicap Ramps:	\$64,175
Difference:	\$19,433

ATTACHMENTS:

Resolution
Bid Tabulation

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO AWARD THE CONCRETE SIDEWALK, DRIVEWAY, RAMP/STREET PANEL AND CURB AND GUTTER RECONSTRUCTION AT VARIOUS LOCATIONS PROJECT TO CAM-CRETE CONTRACTING INC. IN THE AMOUNT OF \$186,945.

WHEREAS, the City Council of Bedford, Texas has determined the repair and maintenance of concrete sidewalks, driveways, street panels and curb and gutters 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 findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby authorize the Interim City Manager to award the Concrete Sidewalk, Driveway, Ramp/Street Panel and Curb and Gutter Reconstruction at Various Locations Project to Cam-Crete Contracting Inc. in the amount of \$186,945.

PRESENTED AND PASSED this 10th day of March, 2015, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

**Concrete Sidewalk and Handicap Ramps/Concrete Street Panels and Curb Gutter
Reconstruction at Various Locations**

Bid Date: Wednesday, February 18, 2015 at 1:00 p.m.

Bid Tabulation

BIDDERS

	Cam-Crete Contracting Inc.	3D Paving and Contracting, LLC	Reliable Paving Inc.
TOTAL AMOUNT BID	\$186,945.00	\$240,200.00	\$258,920.00

RECOMMENDED AWARD

	Average Cost
TOTAL AMOUNT BID	\$228,688.00



Council Agenda Background

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

DATE: 03/10/15

Council Mission Area:

ITEM:

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

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The 2015 Crack Sealing Program was authorized in the Fiscal Year 2014/15 budget. This bid opening was advertised on February 2, 2015 and February 9, 2015 in the Commercial Recorder Daily. In addition, North Texas Construction Report and Planroom in Carrollton and Virtual Builders Services Planroom in McKinney advertised the project by obtaining a copy of the contract and specification books. All previous bidders for crack sealing projects from previous years were notified of the upcoming bid.

On Wednesday, February 18, 2015 a bid opening was held at the Public Works office at 2:00 p.m. At approximately 2:18 p.m. on February 18, 2015, two bid packets were delivered by FedEx after the stated bid opening time from out of town contractors. They were the only two bid packets received. One contractor from the state of Wisconsin was told by FedEx that his packet was delayed due to adverse weather conditions.

Staff recommends rejecting and returning the unopened bid packets for the 2015 Crack Sealing at Various Locations and having another bid opening for crack sealing in early April. This is still within a reasonable time frame for the crack sealing in 2015 because the application should be done in the warmer months when temperatures are favorable for asphalt work.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO REJECT THE BIDS FOR THE 2015 CRACK SEALING PROGRAM AT VARIOUS LOCATIONS CONTRACT.

WHEREAS, the City Council of Bedford, Texas has determined crack sealing for street maintenance is necessary for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas recognizes that all bids received on February 18, 2015 were received after the stated bid opening time; and,

WHEREAS, the City Council of Bedford, Texas recognizes that the 2015 Crack Sealing Project at Various Locations will be re-advertised for a bidding at a later date and time; 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 findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Council does hereby authorize the Interim City Manager to reject the bids for the 2015 Crack Sealing Program at Various Locations Contract.

PRESENTED AND PASSED this 10th day of March, 2015, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 03/10/15

Council Mission Area: Encourage citizen involvement.

ITEM:

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

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The City Secretary's Office received an application from Martin F. Hathaway to serve on the Street Improvement Economic Development Corporation (4B). There is currently one opening on 4B.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Application

RESOLUTION NO. 15-

A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE STREET IMPROVEMENT ECONOMIC DEVELOPMENT CORPORATION.

WHEREAS, the City Council of Bedford, Texas desires to fill an opening on the Street Improvement Economic Development Corporation.

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

SECTION 1. That the findings above are true and correct, and are incorporated herein.

SECTION 2. That Martin F. Hathaway is appointed to Place 2 – Public on the Street Improvement Economic Development Corporation with a term expiring in September of 2015.

PRESENTED AND PASSED this 10th day of March 2015, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney