

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, December 8, 2015
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021

Council Chamber Work Session 4:00 p.m.
Council Chamber Regular Session 6:30 p.m.

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

COUNCIL CHAMBER WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Presentation on Community Affairs Commission activities.
- Discussion of firms to conduct a citizen satisfaction survey.

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 Block 1, Lot 1D, Shops at Central Park.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Bedford Forum Addition, Block 4 Lot DR1.

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Dr. Timothy Pierce Woodland Heights Baptist Church)

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

COUNCIL RECOGNITION

1. Employee Service Awards.
2. Proclamation declaring the Glenbrook Homeowner's Association as the Christmas Display of the City of Bedford 2015.
3. Presentation of a plaque to Mayor Jim Griffin from the American Legion Post 379.

APPROVAL OF THE MINUTES

4. Consider approval of the following City Council minutes:
 - a) November 10, 2015 regular session
 - b) November 17, 2015 work session

PERSONS TO BE HEARD

5. The following individual has requested to speak to the Council tonight under Persons to be Heard:
 - a) Margaret Antwiler, 1420 Briar Drive, Bedford, Texas 76022 – Requested to speak to Council regarding building a new park in the 1500 block of Briar Drive.

NEW BUSINESS

6. Public hearing and consider an ordinance to rezone Lot 2, Stone Gate Shopping Center Addition, located at 1313 (1305, Suite C&D) Brown Trail, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(2)a, Churches, Temples and Synagogues (places of religious worship) of the City of Bedford Zoning Ordinance, allowing for Grace & Glory Ministries to operate a church. The subject property is generally located north of Bedford Road and west of Brown Trail. (Z-282)
7. Public hearing and consider an ordinance to rezone Lot 1, Block 1, Mayfair No-Harwood Oaks Kinder Addition, located at 2928 Blue Quail Lane, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(3)e, Adult Day Care Center of the City of Bedford Zoning Ordinance, allowing for Encore Adult Day Care to operate an adult day care. The subject property is generally located east of Blue Quail Lane and north of Harwood Road. (Z-283)
8. Public hearing and consider a resolution for a site plan for a 3,000 sq. ft. fast-food restaurant with drive-thru, specific to Section 4.16.b of the City of Bedford Zoning Ordinance. The property is zoned (H), Heavy Commercial and located in the Central Business District Overlay (CBD). The address is 1900 Central Drive and the legal description is Lot 3A, First State Addition. The property is generally located north of Plaza Parkway and east of Central Drive. (S-062)
9. Consider an ordinance amending Chapter 2. "Administration," Article IV. "Boards, Commissions, and Committees," Division 4. "Cultural Commission" of the City of Bedford Code of Ordinances; repealing all ordinances in conflict herewith; containing a savings clause; and declaring an effective date.
10. Consider an ordinance repealing Chapter 6. "Advertising" (Ordinance No. 949), Article III. "Signs," of the City of Bedford Code of Ordinances as amended and replacing with a new Chapter 6, "Advertising," Article III. "Signs" of the City of Bedford Code of Ordinances; providing for an Exhibit 'A,' being the City of Bedford Sign Regulations; providing a savings clause; providing a severability clause; and providing an effective date.
11. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the Tarrant County Sheriff's Department for participation in the Tarrant County Combined Narcotics Enforcement Team Interlocal Assistance Agreement (CNET ILA).
12. Consider a resolution of the City Council of the City of Bedford, Texas amending 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 Shops Dunhill Ratel, LLC. (Applebee's)

- 13. Consider a resolution of the City Council of the City of Bedford, Texas amending 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 Shops Dunhill Ratel, LLC. (Movie Tavern)**
- 14. Consider a resolution authorizing the City Manager to enter a contractual agreement with Kronos to lease timekeeping clocks and to provide licenses for software and annual maintenance agreements for employee time keeping purposes.**
- 15. Consider a resolution authorizing the City Manager to expend funds in the amount of \$47,160 for the renewal of the extended maintenance, technical support agreement and server replacement plan with Innovative Interfaces, Inc.**
- 16. Consider a resolution authorizing the City Manager to renew a one-year lease agreement with ONSTAGE relative to the Trinity Arts Theater located within the Bedford Boys Ranch Park.**
- 17. Consider a resolution authorizing the City Manager to enter into a one-year lease agreement with Arts Council Northeast relative to the Trinity Arts Building located within the Bedford Boys Ranch Park.**
- 18. Consider a resolution authorizing the City Manager to enter into a one-year lease agreement with Embrace United Church of Christ to provide meeting space for church services at the Old Bedford School.**
- 19. Consider a resolution authorizing the City Manager to purchase a Cultural District Master Plan and signage in the amount of \$45,000 from Kimley-Horn and Associates, Inc.**
- 20. Consider a resolution authorizing the City Manager to enter into the second year of a three-year contract with B&B Wrecker Services, Inc. to provide towing and storage for City-initiated vehicle tows; and providing an effective date.**
- 21. Consider a resolution accepting and awarding the bid to Impact Promotional Services dba Got You Covered in Fort Worth, Texas, for the purchase of public safety uniforms and accessories.**
- 22. Consider a resolution authorizing the purchase of a 2016 Chevrolet Silverado truck for the Fire Department's Building Inspection Division in the amount of \$22,520 through the State of Texas Buy Board Purchasing Program.**
- 23. Consider a resolution authorizing the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to Tejas Commercial Construction, LLC in the amount of \$215,160 for the City of Bedford 41st Year Community Development Block Grant (CDBG) Tennis Drive Water Line Improvements Project.**
- 24. Consider a resolution authorizing the City Manager to enter into a contract with McClendon Construction Company, Inc. in the amount of \$527,532 for the Gregory Avenue Reconstruction and Water Improvement Project.**
- 25. Consider a resolution authorizing the City Manager to enter into a Professional Services Agreement with King Engineering Associates, Inc. in the amount of \$69,460 for design services for the city-wide Advanced Metering Reading (AMR) System Project.**
- 26. Consider a resolution authorizing the City Manager to enter into a Professional Services Contract with King Engineering Associates, Inc. in the amount of \$120,160 for the design, bidding and technical specifications for the approximately 40 large diameter water meters.**
- 27. Consider a resolution authorizing the City Manager to enter into a Professional Services Agreement with King Engineering Associates, Inc. in the amount of \$164,600 to lead the assessment efforts to identify sections of the water distribution system in need of replacement.**

28. Consider a resolution authorizing the City Manager to enter into a Professional Services Contract with WK Dickson in the amount of \$514,000 for Waterline Condition Assessment Services for 20 miles of the approximately 52 miles of water distribution lines located south of SH 121/183.
29. Consider a resolution casting votes for candidates to serve on the Board of Directors for the Tarrant Appraisal District.
30. Consider a resolution authorizing the City Manager to enter into an agreement with _____ for the FY 2016 Citizen Satisfaction Survey.
31. Consider a resolution authorizing the City Manager to enter into a four-year agreement with Great Lakes Recycling, Inc. dba Simple Recycling for collection of soft recyclables.
32. Consider a resolution appointing members to Bedford's Citizen Boards and Commissions.
33. 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 Farco
 - ✓ Cultural Commission - Councilmember Champney
 - ✓ Library Advisory Board - Councilmember Farco
 - ✓ Parks and Recreation Board - Councilmember Sartor
 - ✓ Teen Court Advisory Board - Councilmember Gebhart
 - ✓ Senior Citizen Liaison - Councilmember Turner

34. Council member Reports

35. City Manager/Staff Reports

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1D, Shops at Central Park.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Bedford Forum Addition, Block 4 Lot DR1.

36. 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, December 4, 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: Roy Savage, Chairman,
Community Affairs Commission

DATE: 12/08/15

Work Session

ITEM:

Presentation on Community Affairs Commission activities.

City Manager Review: _____

DISCUSSION:

Roy Savage, Chairman of the Community Affairs Commission, will present a report on recent activities. Additionally, Mr. Savage will outline the Commission's plans for Fiscal Year 2015-2016.

ATTACHMENTS:

PowerPoint Presentation

Community Affairs Commission

FY 14-15 Report & FY 15-16 Plan

FY 14-15 Events

- Business Roundtable
 - April 2, 2015
- City Expo & Pet Fair
 - April 11, 2015
 - Approximately 400 attendees



FY 14-15 Events

- Residential Outreach
 - May 14, 2015 & September 17, 2015
 - Approximately 100 attendees at each
- Block Party
 - June 11, 2015
 - Approximately 200 attendees



FY 15-16 Events

- Business Roundtable
 - November 5, 2015: approx. 50 attendees
 - Proposed – May 2016
- Residential Outreach
 - Proposed – February 2016 & September 2016
- Block Party
 - October 1, 2015: approx. 200 attendees
 - Proposed – April 2016 & September 2016



Questions?



Council Agenda Background

PRESENTER: Meg Jakubik, Strategic Services Manager

DATE: 12/08/15

Work Session

ITEM:

Discussion of firms to conduct a citizen satisfaction survey.

City Manager Review: N/A

DISCUSSION:

In FY 13-14, the City of Bedford conducted a citizen satisfaction survey utilizing the UNT Survey Research Center. It was the intent of the Council to repeat the survey every other year to monitor the change in citizen opinions of City services. The survey is scheduled to be conducted in FY 15-16 and has been included in the approved budget. In summer 2015, staff learned that the UNT Survey Research Center has closed. A Request For Qualifications was prepared and a notice published in the Fort Worth Star-Telegram on September 29, 2015, with a submission deadline of October 27, 2015. A total of three firms submitted proposals, including:

- Decision Analyst
- ETC Institute
- Raymond Turco and Associates

In reviewing the proposals, staff is of the opinion that ETC Institute offers the closest methodology and capabilities as the previous firm in order to maintain comparisons of results. All proposals are included for Council's consideration. An action item is also included with the regular agenda to permit the Council to take action should that be their decision. This will allow staff to move forward with preparations to begin the survey and maintain the desired timeline for completion.

ATTACHMENTS:

Proposals



Council Agenda Background

PRESENTER: Jeff Gibson, Police Chief
Kelli Agan, Assistant City Manager

DATE: 12/08/15

Council Recognition

ITEM:

Employee Service Recognition

City Manager Review: _____

DISCUSSION:

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

Charles Cottongame	Police Department	10 years
Wendy Hartnett	Community Services	10 years

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 12/08/15

Council Recognition

ITEM:

Proclamation declaring the Glenbrook Homeowner's Association as the Christmas Display of the City of Bedford 2015.

City Manager Review: _____

DISCUSSION:

Representatives from the Glenbrook Homeowner's Association will accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, in 1990 the Glenbrook Homeowner's Association Christmas Committee decided to decorate the entire neighborhood in the theme, "The Night Before Christmas...In Texas, That Is," a book written by Leon Harris, which is a variation of the Clement Moore poem; and

WHEREAS, by December that year, eight handmade storyboards were painted and placed throughout the neighborhood and highlighted with spot lights, each yard was outlined with red lights and mailboxes were adorned with red bows; and

WHEREAS, in 1993 wooden cacti were added to each storyboard, and an evening kick-off party was implemented that included hayrides through the neighborhood; and

WHEREAS, in 1995 the storyboards were embellished with wooden cutouts of buckboard, coyotes, stockings, bales of hay and other graphics; and

WHEREAS, in 1997 a column in the Dallas Morning News that told the story of Leon Harris and the Christmas book, which was originally written in 1952 as an ad for the Sanger-Harris Company. Fearful of copyright violations, the Glenbrook HOA reached out to Mr. Harris and invited him to the annual party; and

WHEREAS, in 1998 and 1999 Leon Harris and wife, Jane Wolfe, also an author, attended the Christmas party and autographed books; and

WHEREAS, in 2000 Leon and Jane loved the neighborhood decorating idea so much they asked for a set of storyboards to use at their home in Highland Park; and

WHEREAS, in 2005 new storyboards were created using vinyl letters and more vivid work; and

WHEREAS, 2015 marks the 25th anniversary of the Glenbrook HOA Christmas tradition.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim the Glenbrook HOA as the

Christmas Display of the City of Bedford 2015

and invite all residents to drive through the Glenbrook subdivision and enjoy their annual Christmas tradition.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this 22nd day of November, 2015.

JIM GRIFFIN, MAYOR



Council Agenda Background

PRESENTER: Michael Regan, Commander American Legion
Post 379

DATE: 12/08/15

Council Recognition

ITEM:

Presentation of a plaque to Mayor Jim Griffin from the American Legion Post 379.

City Manager Review: _____

DISCUSSION:

Michael Regan will present Mayor Jim Griffin with a plaque for his assistance with the American Legion Post 379 activities.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 12/08/15

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) November 10, 2015 regular meeting
- b) November 17, 2015 work session

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

November 10, 2015 regular meeting
November 17, 2015 work session

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 6:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 10th day of November, 2015 with the following members present:

Jim Griffin	Mayor
Ray Champney	Council Members
Steve Farco	
Roger Fisher	
Dave Gebhart	
Rusty Sartor	
Roy W. Turner	

constituting a quorum.

Staff present included:

Roger Gibson	City Manager
Kelli Agan	Assistant City Manager
Cathy Cunningham	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Natalie Foster	Public Information Officer
Jeff Gibson	Police Chief
Kenny Overstreet	Interim Public Works Director

COUNCIL CHAMBER WORK SESSION

Mayor Griffin called the Work Session to order at 6:00 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, 5, 6, and 7, and to table Item #4.

Interim Public Works Director Kenny Overstreet presented information regarding Item #7. He stated that in the previous year's budget, a new camera van and camera equipment to television the sanitary sewer lines were purchased. The current track system is for six to twelve inch sewer mains. Staff is looking to upgrade to a larger track system in order to television 12 to 24 inch sewer mains. The new system has a camera lift and additional lighting to get above the water line to better inspect the condition of the pipes. During the budget process, the two pieces totaled \$22,237. Every year, staff has budgeted \$25,000 for the television of the mains and cleaning two or three of the trunk sewer lines. With the new equipment, staff will be able to do all five trunk sewers in a year and bring all of the work in-house instead of budgeting \$25,000 annually for outside contracting. In answer to questions from Council, Mr. Overstreet stated that there are savings of \$5,000 over what was budgeted and the current camera and transporter will be utilized, but that they would be on a bigger chassis.

- **Presentation on recent Administrative Services Department activities.**

Administrative Services Director Cliff Blackwell stated that the Department handles all financial matters related to the City, but also includes the Municipal Court, Teen Court, and Customer Service. In regards to the Municipal Court, they migrated their software from an old server onto a new server. The software is provided by Utility Data Systems, which informed the City of the need to migrate to a new platform server. A budget supplemental of \$50,000 was approved and the transition was accomplished with the

help of the Information Technology Department at a savings of \$6,500. Teen Court has three full-time positions; however, one of their employees left for a position at another city and the decision was made to work with the remaining two staff people. This was due to Senate Bill 393, which decriminalized behavior within the school system that would otherwise have been a Class C misdemeanor meaning the school resource officers could not write citations. This has reduced the size of the dockets by between a third and a half. This year, seven scholarships were given out at their annual banquet. The two warrant officers are police officers and are subject to the same training and standards as the Police Department. This year, both officers received their certification as court security specialists through the Texas Commission on Law Enforcement. There is an excellent rapport with the Police Department and they worked with Deputy Chief Les Hawkins to procure replacement vehicles for the warrant officers from the Police Department fleet.

In regards to Customer Service, Mr. Blackwell stated that Bedford is one of five cities in Tarrant County that serves as a local registrar and staff has to maintain certain criteria by the Texas Department of State Health Services. This year, they will receive their 17th Five Star Service Award from the State. He stated that they started using Blackboard Connect for water billing in December of 2014, which has had a significant impact on the cutoff list. Callouts are sent three days and one day before the cutoff list is generated. Since implementation, there have been 2,029 callouts, 809 of which ended up on the cutoff list, representing a 60 percent decline. In the months of September 2013, 2014 and 2015, the number of customers on the cutoff list went from 155 to 143 and finally 71, after they started utilizing Blackboard Connect.

In regards to the Finance Department, Mr. Blackwell stated that they have received their 19th consecutive Certificate of Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada, which reviews and grades the City's annual financial report on proficiency in certain areas. The Department has been working on a software update since February of 2014. The four modules of the software upgrade are the financial management piece, which went live in March; the human resources and payroll piece, which went live in August and had some issues related to the Fair Labor Standards Act (FLSA) and overtime for public safety employees; utility management, which is scheduled to go live in January of 2016; and the Community Development piece, which was started in September and is scheduled to go live in April of 2016.

In answer to questions from Council, Mr. Blackwell stated that Blackboard Connect has been used for court collections but there have been issues with whether the City's outside collection agency would get the credit; that the amount collected by the collection agency is a pass-through amount; that staff will examine the outstanding amount of collections once the fiscal year is closed out; that the City goes up and above FLSA, which is not common amongst other municipalities; that Fire Department personnel get paid overtime every two-week cycle and that Police Department personnel will get paid overtime if they are called in outside of their normal shift; that the software updates will increase productivity in that staff will be able to go through fewer steps to get reports, the layout is more user-friendly, information can be downloaded quickly into spreadsheets, and it helps in compiling the annual financial report.

Mayor Griffin adjourned the Work Session at 6:33 p.m.

REGULAR SESSION

The Regular Session began at 6:37 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION (Senior Pastor Tony Shupp with the City Life Church in Euless)

Senior Pastor Tony Shupp with the City Life Church in Euless gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the flags of the United States and Texas were given.

ANNOUNCEMENTS/UPCOMING EVENTS

Public Information Officer Natalie Foster reminded everybody that City offices, including the Library, Boys Ranch Activity Center, the Senior Center, the Old Bedford School and City Hall will be closed the following day. She stated that ChristmasFest, featuring a silent auction, craft sale and music, will be held on Saturday at the Library from 9:00 a.m. to 4:00 p.m. The City is competing in the "Pulling for Hope Event" with the School District, Classic Chevrolet, and the cities of Hurst and Euless to raise money for local children. The teams will be competing in a bus pull on Friday, December 4 at 10:00 a.m. at Pennington Field. Also on December 4 is the annual Christmas Tree Lighting Event. From 4:00 p.m. to 5:30 p.m. at the Library, there will be Christmas movies and cartoons, as well as cookie decorating and other events. Santa will arrive at the Old Bedford School at around 6:00 p.m. to help light the tree. There will be refreshments, train rides, and an opportunity for pictures with Santa.

Ms. Foster gave an update on the construction at the Boys Ranch. The construction crews continue to drain the remaining water from the lake, which accumulated during the recent rains. The roof is being installed on the small pavilion by the playground and concrete is being laid for the second small pavilion structure by the south end of the lake. Sidewalks continue to be placed throughout the park and trenches are being dug along those sidewalks for the lighting structures. The debris around the playground has been cleaned up and the Police Department continues to patrol to discourage people at the construction site.

Mayor Griffin stated that the losing bus pull team has to sing Christmas carols at an upcoming Chamber luncheon.

OPEN FORUM

Nobody chose to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Champney, seconded by Councilmember Turner, to approve the following items by consent: 2, 5, 6 and 7, and to table Item #4.

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

COUNCIL RECOGNITION

1. Employee Service Awards

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

Eric Valdez, Community Services - 10 years of service
Michael Bowers, Police Department - 30 years of service

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes: a) October 27, 2015 regular session

This item was approved by consent.

NEW BUSINESS

3. Consider all matters incident and related to the issuance and sale of "City of Bedford, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2015" including adoption of an ordinance authorizing the issuance of such certificates of obligation.

Administrative Services Director Cliff Blackwell presented information regarding this item. The State Water Implementation Fund for Texas (SWIFT) was created out of the 2013 legislative session. By 2014, the Texas Water Development Board (TWDB) established the policies and procedures for the SWIFT program. The City began to apply for financial assistance through a low-interest loan that promotes water conservation. The State committed \$2B from its "Rainy Day Fund" as part of the SWIFT program, and has committed to an additional \$27B over the next 50 years to promote water conservation. The City applied for \$90M, which was approved in July. The City submitted the criteria for what it would take to meet TWDB's standards, as well as a schedule showing that the City would borrow \$30M the first year and \$20M in three subsequent years. The City now needs to take the steps to issue debt; even though it is a loan, the State serves as the underwriter and the City can receive a subsidy on the interest rate. The Council previously approved a financing agreement with the TWDB and the publication of a notice of intent to issue certificates of obligation. The City was notified of the interest rates in October and received a 22 percent subsidy. A comparative market study shows that if the City was to not utilize the State's program, it would receive a 3.85 percent interest rate. Overall, the City will save approximately \$5.2M. He stated that this is the biggest debt issuance by the City at one single time. The debt is not supported by property taxes, but by the waterworks system and in August, staff presented a rate study to Council, which incorporated the annual debt service payments related to this issuance. The City can expect the funds to be deposited no later than December 9.

In answer to questions from Council, David Medanich with First Southwest stated that the difference between the principal amounts on the SWIFT debt schedule and that of the open market comparison was due to the premium, and that the debt service is all that really matters. In answer to questions from Council, Mr. Blackwell stated that staff is determining if the City is committed to issuing \$20M in 2016 and 2017; and that the water and sewer rate module discussed previously only reflected the debt service and interest on the first \$30M. There was discussion on the loan being the most appropriate use of these types of methods to provide for infrastructure and that it is directly tied to the primary mission of the City; direct savings being provided to everyone and the costs being evenly distributed across the citizens; and maximizing the ability to improve the infrastructure. In answer to questions from Council, Bob Dransfield with Norton Rose Fulbright stated the purpose of the issuance is for improving and extending the utility system and that anything incidental and related to that, including line relocates and street repairs, would be appropriate for the expenditure of those funds; and that the loan would be in lump sum dollars but the City would have to keep track of how it is spent. In answer to questions from Council, Mr. Blackwell stated that the bond funds could be managed in-house. In regards to reports required by the State, Mr. Overstreet stated that the reports would include those associated with the Davis-Bacon Act and FLSA; that staff would conduct interviews with the workers to verify salaries; that there would be reports at the beginning and the end each project. Mr. Overstreet further stated that staff would provide regular updates on these projects; that there are seven sets of waterline renewals already designed and ready to go out for bid; and that a majority of the system is cast-iron pipes that are 40 to 50 years old and that the \$90M would cover 85 to 90 percent of the City's cast-iron lines, which would be brought up to PVC.

Motioned by Councilmember Turner, seconded by Councilmember Champney, to approve an ordinance authorizing the issuance and sale of "City of Bedford, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2015."

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

4. Consider a resolution authorizing the City Manager to enter a contractual agreement with Kronos to lease timekeeping clocks, licenses for software, and annual maintenance agreements for employee time keeping purposes.

This item was tabled by consent.

5. Consider a resolution authorizing the Mayor to certify the Equitable Sharing Agreement and Certification as required by the United States Department of Justice.

This item was approved by consent.

6. **Consider a resolution authorizing the City Manager to purchase 58 replacement duty weapons and related accessories for the Police Department from Gulf States Distributors in the amount of \$45,059.10.**

This item was approved by consent.

7. **Consider a resolution authorizing the City Manager to purchase a large camera transporter and a camera lift in the amount of \$22,237 through Green Equipment Company, utilizing the Houston Galveston Area Council Contract.**

This item was approved by consent.

8. **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 stated that the Beautification Commission business awards will be presented on Friday and Saturday.

- ✓ **Community Affairs Commission - Councilmember Farco**

Councilmember Farco reported that the Commission hosted a business roundtable on November 5. The Mayor gave an updated on the budget, the Boys Ranch construction, and the Bedford Commons; while Economic Development Director gave a business economic development update and Police Chief Jeff Gibson presented information on the Bedford One Community, a volunteer program with the apartment complexes to decrease crime. There were approximately 40 people in attendance and the most popular subjects were businesses and economic development.

- ✓ **Cultural Commission - Councilmember Champney**

Councilmember Champney reported that the Commission met the previous night and there was a recap of where the Commission is currently in relation to when it first started. They are working on the store front art galleries. They voted on removing the stipulation for the member assigned by the Chamber and removing the alternate members. There was discussion on submitting a letter of intent for the designation for the Cultural District in January to the Texas Commission on the Arts, with a formal application being submitted in May or June. They are also working on the wayfinding survey, assembling information on the activities, and reaching out to the stakeholders.

- ✓ **Library Advisory Board - Councilmember Farco**

Councilmember Farco reported that ChristmasFest will be held this weekend from 10:00 a.m. to 4:00 p.m.

- ✓ **Parks and Recreation Board - Councilmember Sartor**

Councilmember Sartor thanked Chairperson Jeanette Cook for her leadership on the Board. The Board took a tour of the parks on Saturday to get a first-hand view on what is going on with them and what improvements can be made.

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

Councilmember Gebhart reported that the Board met on November 5 and a majority of the discussion was focused on next year's fundraiser.

- ✓ **Senior Citizen Liaison - Councilmember Turner**

No report was given.

9. Council member Reports

Councilmember Farco stated that he had been training for a half-marathon held over the previous weekend though it was cut short to 7.1 miles due to the weather. He was cheered on by a lot of people during his training, no more so than the Mayor, who he presented with a "Wine and Dine" t-shirt and Mickey Mouse ears. He discussed a Mayor's health challenge for the community and that meetings have been held with staff, the cities of Hurst and Euless, the School District and 6Stones to do a community-wide health awareness program to include physical fitness and eating right.

10. City Manager/Staff Reports

City Manager Roger Gibson discussed the SWIFT Loan and the TWDB and stated that it is important to note that the Public Works staff, including Tom Hoover, Mr. Overstreet, Property Inventory Control Supervisor Jackie Hancock, Utilities Manager Dan Mitchell and Environmental Supervisor Jerry Laverty, came up with the concept. Staff was visited by a representative from the TWDB who stated that other cities are taking note of what is occurring in the City. The only entities that received more money than Bedford were the water authorities.

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

No Executive Session was held.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 7:18 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 Work Session at 2:00 p.m. at the TXI Conference Room, 1805 L. Don Dodson, Bedford, Texas, on the 17th day of November, 2015 with the following members present:

Jim Griffin	Mayor
Rusty Sartor	Council Members
Dave Gebhart	
Ray Champney	
Steve Farco	
Roy Turner	
Roger Fisher	

constituting a quorum.

Staff present included:

Roger Gibson	City Manager
Kelli Agan	Assistant City Manager
Amanda Jacobs	Assistant City Secretary
Cliff Blackwell	Director of Administrative Services
Kenney Overstreet	Interim Public Works Director
Meg Jakubik	Strategic Services Manager
Bill Syblon	Development Director
James Tindell	Fire Chief
Jeff Gibson	Police Chief
Jill McAdams	Human Resources Director
Maria Redburn	Library Director
Emilio Sanchez	Planning Manager

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the Work Session to order at 2:00 p.m.

WORK SESSION 2:00 p.m.

- **Discussion on Council's Short Term and Long Term Vision.**

Mayor Griffin stated that the work session was to discuss the short term and long term vision of the Council and staff, the Brasher Lane project and the sign ordinance. He stated that the sign ordinance has been a work in progress for some time and that the final version needs to be put in motion; and that the following topics may be discussed: the Cultural District, Bedford Commons, the Boys Ranch and parks in general, the State Water Implementation Fund for Texas (SWIFT) timeline and water rate considerations, employee retention, City aesthetics and codes, economic development and public utilities.

- **Boys Ranch**

Assistant City Manager Kelli Agan stated that every rain event delays the project two to three weeks and that the current timeline for completion is the end of January; that crews are currently working on the pavilions and other areas until the lake is drained; that staff met with Kimley-Horn to discuss the berm area at Forest Ridge and Harwood; that there are drainage issues and issues with the concrete buried in the berm, that the initial design will need to be reconfigured; that the berm may be designed to be a focal point of the intersection; that Kimley-Horn will bring a quote to staff for the girls softball field and soccer field design in addition to the previous quote for the design of the berm and creek area; that the new playground will be open prior to the completion of the lake project; that the berm area will be irrigated and hydromulched; and that the concrete buried in the berm will be removed and that a wrought iron fence will be placed around the playground area. There was discussion regarding rolling the next three phases of the Boys Ranch Park Improvement Project together to complete the project sooner. City Manager Roger Gibson stated that it is critical to revamp the City's website and by doing so, will enable the ability to promote and advertise the next phases of the project.

Mayor Griffin summarized the discussion by stating that it is a priority to complete Phase I of the improvement project, open the playground, map out the strategy for the remaining phases of the project, create a plan for the maintenance, care and staffing of the entire Boys Ranch complex and be aware of tying in what is done at the Boys Ranch into street projects, the Cultural District and Bedford Commons. There was discussion on the need to set a parks standard for all parks in Bedford, beginning with the Boys Ranch park, and creating a comprehensive strategic plan to maintain all aspects of the City.

- **Bedford Commons**

There was discussion on the location of Bedford Commons; that staff has met with three developers and will bring an update to the Council regarding the existing property owners; and how the public/private partnership will play out. Development Director Bill Syblon stated that developers will want to know what the City is working with financially.

- **Website**

Ms. Agan stated that the revamp of the website will feature three distinctive components "Live, Work, Play;" that it needs to be more robust and user-friendly; that the site needs to have a wow factor since it is the first place people look if they want to open a business or live in Bedford; that staff needs to do a better job of marketing City events and news; and that initial changes will be made by a website company while staff will maintain the content.

- **Employee Retention**

City Manager Roger Gibson stated that the budget process will begin in March and that there will be requests for staffing. It was stated that it is important to be parallel with other cities regarding salary and benefits; that there needs to be a staffing analysis to see where the City falls short, that area cities pay their Police and Fire personnel more than Bedford; that there is a need to create growth opportunities; that it is important for the employees to understand their current benefits; that the City does provide employees with a benefits statement every year; and that there was an overall 12.5 percent turnover rate in 2015.

- **Brasher Lane**

Mayor Griffin stated that the water and sewer lines are funded and that the storm water lines are currently not funded and will be looked at in the FY 2016/17 Budget. Mr. Syblon stated that the zoning is primarily residential, the lots are platted, and the Comprehensive Land Use Plan lists them as commercial. The stormwater portion of the project is the current issue and is quoted at \$500,000 to complete. Property owners along Brasher Lane are interested in developing along Highway 157, which is funded, as well as the residential properties, which are not completely funded. In response to questions from Council, Planning Manager Emilio Sanchez stated that after a street is built, there would be only 16 lots to develop and that it would not be profitable for a home builder to develop the area and build the stormwater lines. Mr. Gibson stated that if this project is a priority, there is \$288,000 that could be paid out of the 2011 CO Stormwater Bonds. There was discussion regarding the direction that Council wants to take; Council wanting to move forward with the sewer and water projects along Highway 157; that another work session will be held to see a list of all upcoming projects and determine which are a priority before moving forward with the stormwater project; and the Development Department working with a home developer to help offset the costs.

- **SWIFT Timeline**

Mr. Gibson stated that the City has 10 years to take advantage of the SWIFT funding and that there is an option to only take the amount needed rather than the entire \$90M; that only 85 percent of the work to be done will be completed with the full \$90M; that a system analysis will be performed to check the condition of the pipes; and that water quality and volume may improve. Interim Public Works Director Kenny Overstreet presented information on the SWIFT water line projects including the Quail Crest area, Commerce Place, Tibbets Drive, Scenic Hills Drive, Red Oak Lane, and the Loma Verde Addition. Mr. Overstreet stated that these waterline projects have been on the shelf and ready for five years and that SWIFT required that projects designed and ready to go would be completed first; that the engineering for these projects is not guaranteed to be paid through SWIFT funding; that these projects will go out for bid in January; that it will take 14 to 16 months to implement the new automated meter reading program; and that staff plans to send information to all water customers.

Fire Chief James Tindell stated that completion of these projects may have a huge impact on ISO ratings and that the average homeowner could see an average savings of \$200 to \$300 on their home owner's insurance annually.

- **City Aesthetics/Maintenance/Codes**

Ms. Agan stated that the City will take over the medians from NTE in June 2016 and staff is exploring options for installing indigenous plants in all medians. There was discussion regarding the City taking control of the traffic lights currently maintained by the State and finding out the costs associated; and TxDOT having the authority to override any light setting even if the City has control.

Mr. Gibson stated that an item will be on the December meeting agenda to expand the definition of an all-weather surface.

There was discussion on Harwood Road and obtaining grants to widen the roadway to three lanes; the medians needing to be maintained better with irrigation and new plantings; the Beautification Commission's interest in working on the medians but lacking the expertise to know what will and will not work; the City Attorney advising against an "Adopt a Median" program due

to liability; Oncor needing to give a gauge as to what point a utility pole needs to be replaced and that once a pole is replaced, the old one needs to be removed; and some cities having gone to a mandatory spay/neuter for their pets unless your pet is for breeding purposes, which a majority of the Council was not interested in pursuing. There was discussion on looking into Texas Municipal League's payday loan lender ordinance; Turner Signs being in the process of completing the large monument signs and the reason the project has taken so long to complete; and the electronic sign at Fire Station #3 and the Glade Road monument sign coming before Council at a future meeting.

- **Public Utilities**

There was discussion on replacing every street light in the City with LED lights, which are cheaper to operate and maintain; the City of Arlington's recent implementation of a program; LED lights reducing light pollution; that Oncor does not have a rate schedule for LED lights at this time; Oncor having a few pilot programs in place; and the charge to change to LED lights being \$550 per light.

Mayor Griffin recapped the meeting to this point, stating that with regard to Bedford Commons, staff will meet with a third developer and come back to Council with an idea of what the next step needs to be; that City aesthetics and the Boys Ranch Park are a priority for the Council, with employee retention second and Brasher Lane third.

- **Sign Ordinance**

Building Official Russell Hines stated that staff has addressed Council's concerns with the non-conformity clause with existing signs (Electronic Message Center, Window Signs, Existing Building For Sale/Leasing, "V" type signs, and neon tubing signs); and that these signs will need to come into compliance by the date the new ordinance goes into effect. Any existing signs that are lawfully in existence can stay until such a time that 50% of the sign needs to be repaired, altered, or replaced, at which time the sign loses its non-conformity and must be brought into compliance with the current sign regulations. The City does not intend to prohibit, restrict, or have the effect of prohibiting or restricting an owner from the display of the flag of the United States of America, the State of Texas, or an official replica flag of any branch of the United States Armed Forces. There was discussion on the display of any flag within the City. There was discussion regarding Electronic Message/Graphic Signs including that the display of an image, graphic, text, or information on the sign shall change not less than once each eight seconds and shall occur with an instant on/off cycle; there being no industry standard for brightness; and the display lighting needing be reduced by 50 percent at night.

A section has been added to the sign ordinance regarding Political Signs. The State guidelines have been added as well as a section requiring that political signs must be removed within 48 hours after the close of the polls on Election Day.

There was discussion on window signs and the options to determine coverage area. Staff presented three options and a majority of the Council chose Option 1, which states that the window area for window signs shall be calculated by multiplying the window width times the height of each window area, including the mullions but excluding building cladding; and staff notifying all businesses of the changes.

There was discussion on Feather Flags and that only four flags are allowed during approved Special Events or Grand Openings; and that within the first 90 days of a Grand Opening, a businesses can display feather flags for 30 days. Council was of the consensus to remove Special Events from the Sign Ordinance. There was discussion on Balloons and Inflatable Objects being

prohibited from Special Events; and staff notifying all businesses of the changes, which will include information about the other avenues the City offers to help promote local businesses.

There was discussion on outlining the inside or outside of windows with neon or LED lights; Bedford being the first city in the area to prohibit them; and the increase in the number of businesses with these lights.

There was discussion regarding portable signs including that they will remain prohibited.

The Sign Ordinance will be presented to the Council at the December 8 regular meeting and will go into effect on September 1, 2016.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 8:12 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: See below

DATE: 12/08/15

Persons to be Heard

ITEM:

a) Margaret Antwiler, 1420 Briar Drive, Bedford, Texas 76022 – Requested to speak to Council regarding building a new park in the 1500 block of Briar Drive.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

Sent: Tuesday, September 29, 2015 12:01 PM
To: Jacobs, Amanda <Amanda.Jacobs@bedfordtx.gov>
Subject: New Park Request

Amanda -

I have suggested to our city that we consider a nature park with low lighting, benches, etc. in the 1500 block of Briar Dr. where there are currently 3-4 plats of property privately owned.

When would be the best day, time to speak with the Parks council about this suggestion to be included in the 1916-17 budget year.

Thanks,

Margaret Antwiler
1420 Briar Dr.
Bedford, TX 76022
817-269-3243

CONFIDENTIALITY NOTICE: This City of Bedford (CoB) email transmission is intended only for the use of the individual to whom it is addressed and may contain information that is confidential, privileged, and exempt from disclosure. Any use, copying, retention or disclosure by any person other than the intended recipient or the intended recipient's designees is strictly prohibited. If you have received this email in error, please notify the sender immediately by return email and destroy all electronic and paper copies of the original message and any attachments immediately. --o365--



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 12/08/15

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

ITEM:

Public hearing and consider an ordinance to rezone Lot 2, Stone Gate Shopping Center Addition, located at 1313 (1305, Suite C&D) Brown Trail, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(2)a, Churches, Temples and Synagogues (places of religious worship) of the City of Bedford Zoning Ordinance, allowing for Grace & Glory Ministries to operate a church. The subject property is generally located north of Bedford Road and west of Brown Trail. (Z-282)

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Tennis Drive to the west, Bedford Road to the south and Brown Trail to the east, with the site currently a multi-tenant retail center. The applicant is requesting a Specific Use Permit (SUP) allowing for Grace & Glory Ministries to operate a church at 1305 Brown Trail Suite C & D.

The Planning and Zoning Commission recommended approval of this application at their November 12, 2015 meeting by a vote of 7-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lot 2, Stone Gate Shopping Center Addition, located at 1313 (1305, Suite C&D) Brown Trail, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(2)a, Churches, Temples and Synagogues (places of religious worship) of the City of Bedford Zoning Ordinance, allowing for Grace & Glory Ministries to operate a church. The subject property is generally located north of Bedford Road and west of Brown Trail. (Z-282)

FISCAL IMPACT:

N/A

ATTACHMENTS:

- Ordinance
- Site Plan
- Aerial Photo
- Zoning Sign Photo
- Planning and Zoning Minutes
- Star Telegram Publications

ORDINANCE NO. 15-

AN ORDINANCE TO REZONE LOT 2, STONE GATE SHOPPING CENTER ADDITION, LOCATED AT 1313 (1305, SUITE C&D) BROWN TRAIL, BEDFORD, TEXAS FROM (H) HEAVY COMMERCIAL TO (H/SUP) HEAVY COMMERCIAL/SPECIFIC USE PERMIT, SPECIFIC TO SECTION 3.2.C(2)A, CHURCHES, TEMPLES AND SYNAGOGUES (PLACES OF RELIGIOUS WORSHIP) OF THE CITY OF BEDFORD ZONING ORDINANCE, ALLOWING FOR GRACE & GLORY MINISTRIES TO OPERATE A CHURCH. THE SUBJECT PROPERTY IS GENERALLY LOCATED NORTH OF BEDFORD ROAD AND WEST OF BROWN TRAIL. (Z-282)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Zoning Ordinance be rezoned for property known as Lot 2, Stone Gate Shopping Center Addition, located at 1313 (1305, Suite C&D) Brown Trail, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(2)a, Churches, Temples and Synagogues (places of religious worship) of the City of Bedford Zoning Ordinance, allowing for Grace and Glory Ministries to operate a church. The subject property is generally located north of Bedford Road and west of Brown Trail. (Z-282)

NOW, THEREFORE, BE IT ORDAINED 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 Section 2 of the Zoning Ordinance be amended and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended so that the land described as:

Lot 2, Stone Gate Addition, shall be shown as approved by this ordinance.

SECTION 3. That the site plan showing the location of the proposed church area and site layout is approved as a component of this ordinance approval. Any revisions to the property that deviate from the attached hereto shall require an amendment to this ordinance.

SECTION 4. That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.

SECTION 5. That it is hereby declared the intention of the City Council of the City of Bedford, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.

SECTION 7. That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Bedford and the laws of the State of Texas.

ORDINANCE NO. 15-

PRESENTED AND PASSED this 8th day of December, 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

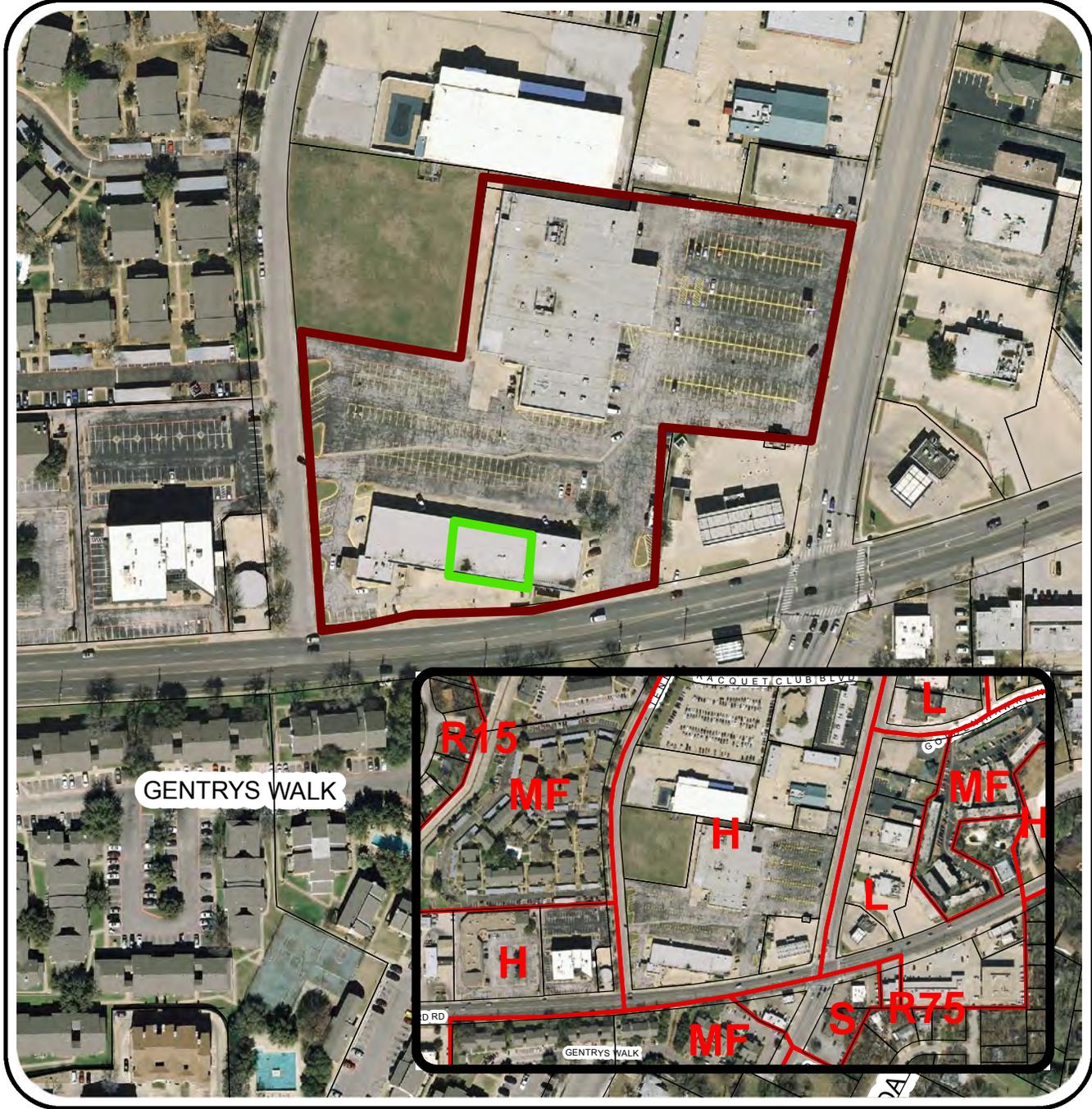
ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Z-282 1313 Brown Trail
Zoned "H" Heavy Commercial



Legend

- Proposed Property
- Proposed Church

Applicants Signature of Acknowledgement



Z-282

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF NOVEMBER 12, 2015**

DRAFT

Nays: None
Abstention: None

Motion approved 7-0-0. Chairman Reese recommended approval of Zoning Case S-062.

3. **Zoning Case Z-282, public hearing and consider a request to rezone Lot 2, Stone Gate Shopping Center Addition, located at 1313 (1305) Brown Trail, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(2)a, Churches, Temples and Synagogues (places of religious worship), of the City of Bedford Zoning Ordinance, allowing for Grace & Glory to operate a church. The subject property is generally located north of Bedford Road and west of Brown Trail. (Z-282)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case Z-282.

Emilio Sanchez described the proposed church project.

No comments from the public were received by phone or mail.

Martina Miller representing Grace and Glory Ministries reviewed the case.

The congregation is comprised of about 10 families, therefore parking will be adequate.

Chairman Reese opened the public hearing at 7:29 p.m.

Mr. Ron Griffin expressed gratitude for the job of the Bedford Planning and Zoning Commission.

Chairman Reese closed the public hearing at 7:30 p.m.

Motion: Commissioner Stroope made a motion to approve Zoning Case Z-282.

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

Ayes: Commissioners Culver, Stroope, Hall, Davis, Sinisi, Chairman Reese, Vice Chairman Carlson

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Reese recommended approval of zoning case Z-282.

4. **Zoning Case Z-283, public hearing and consider a request to rezone Lot 1, Block 1, Mayfair No-Harwood Oaks Kinder Addition, located at 2928 Blue Quail Lane, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(3)e, Adult Day Care Center of the City of Bedford Zoning Ordinance, allowing for Encore Adult Day Care to operate an adult day care. The subject property is generally located east of Blue Quail Lane and north of Harwood Road. (Z-283)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case Z-283.

Emilio Sanchez described the proposed adult daycare project. There were no statements from the public in favor or in opposition of the request by phone or mail.

The petitioner, Mr. David Lester spoke about the case.



CITY OF
BEDFORD

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

November 20, 2015

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Friday, November 20, 2015.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Monday, November 23, 2015.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, December 8, 2015, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider a resolution for a site plan for a 3,000 sq. ft. fast-food restaurant with drive-thru, specific to section 4.16.b of the City of Bedford Zoning Ordinance. The property is zoned (H), Heavy Commercial and located in the Central Business District Overlay (CBD). The address is 1900 Central Drive and the legal description is Lot 3A, First State Addition. The property is generally located north of Plaza Parkway and east of Central Drive. (S-062)

Public hearing and consider an ordinance to rezone Lot 2, Stone Gate Shopping Center Addition, located at 1313 (1305) Brown Trail, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(2)a, Churches, Temples and Synagogues (places of religious worship), of the City of Bedford Zoning Ordinance, allowing for Grace & Glory to operate a church. The subject property is generally located north of Bedford Road and west of Brown Trail. (Z-282)

Public hearing and consider an ordinance to rezone Lot 1, Block 1, Mayfair No-Harwood Oaks Kinder Addition, located at 2928 Blue Quail Lane, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(3)e, Adult Day Care Center of the City of Bedford Zoning Ordinance, allowing for Encore Adult Day Care to operate an adult day care. The subject property is generally located east of Blue Quail Lane and north of Harwood Road. (Z-283)

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



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 12/08/15

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

ITEM:

Public hearing and consider an ordinance to rezone Lot 1, Block 1, Mayfair No-Harwood Oaks Kinder Addition, located at 2928 Blue Quail Lane, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(3)e, Adult Day Care Center of the City of Bedford Zoning Ordinance, allowing for Encore Adult Day Care to operate an adult day care. The subject property is generally located east of Blue Quail Lane and north of Harwood Road. (Z-283)

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Blue Quail Lane to the west and Harwood Road to the south, with the current building being a multi-tenant office building. The applicant is requesting a Specific Use Permit (SUP) allowing Encore Adult Day Care to operate in the existing building.

The Planning and Zoning Commission recommended approval of this application at their November 12, 2015 meeting by a vote of 7-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lot 1, Block 1, Mayfair No-Harwood Oaks Kinder Addition, located at 2928 Blue Quail Lane, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(3)e, Adult Day Care Center of the City of Bedford Zoning Ordinance, allowing for Encore Adult Day Care to operate an adult day care. The subject property is generally located east of Blue Quail Lane and north of Harwood Road. (Z-283)

FISCAL IMPACT:

N/A

ATTACHMENTS:

- Ordinance
- Site Plan
- Aerial Photo
- Zoning Sign Photo
- Planning and Zoning Minutes
- Star Telegram Publications

ORDINANCE NO. 15-

AN ORDINANCE TO REZONE LOT 1, BLOCK 1, MAYFAIR NO-HARWOOD OAKS KINDER ADDITION, LOCATED AT 2928 BLUE QUAIL LANE, BEDFORD, TEXAS FROM (H) HEAVY COMMERCIAL TO (H/SUP) HEAVY COMMERCIAL/SPECIFIC USE PERMIT, SPECIFIC TO SECTION 3.2.C(3)E, ADULT DAY CARE CENTER OF THE CITY OF BEDFORD ZONING ORDINANCE, ALLOWING FOR ENCORE ADULT DAY CARE TO OPERATE AN ADULT DAY CARE. THE SUBJECT PROPERTY IS GENERALLY LOCATED EAST OF BLUE QUAIL LANE AND NORTH OF HARWOOD ROAD. (Z-283)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Zoning Ordinance be rezoned for property known as Lot 1, Block 1, Mayfair No-Harwood Oaks Kinder Addition, located at 2928 Blue Quail Lane, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(3)e, Adult Day Care Center of the City of Bedford Zoning Ordinance, allowing for Encore Adult Day Care to operate an adult day care. The subject property is generally located east of Blue Quail Lane and north of Harwood Road. (Z-283)

NOW, THEREFORE, BE IT ORDAINED 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 Section 2 of the Zoning Ordinance be amended and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended so that the land described as:
- Lot 1, Block 1, Mayfair No-Harwood Oaks Kinder Addition, shall be shown as approved by this ordinance.**
- SECTION 3.** That the site plan showing the location of the proposed adult day care area and site layout is approved as a component of this ordinance approval. Any revisions to the property that deviate from the attached hereto shall require an amendment to this ordinance.
- SECTION 4.** That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.
- SECTION 5.** That it is hereby declared the intention of the City Council of the City of Bedford, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.
- SECTION 6.** That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.

ORDINANCE NO. 15-

SECTION 7. That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Bedford and the laws of the State of Texas.

PRESENTED AND PASSED this 8th day of December, 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

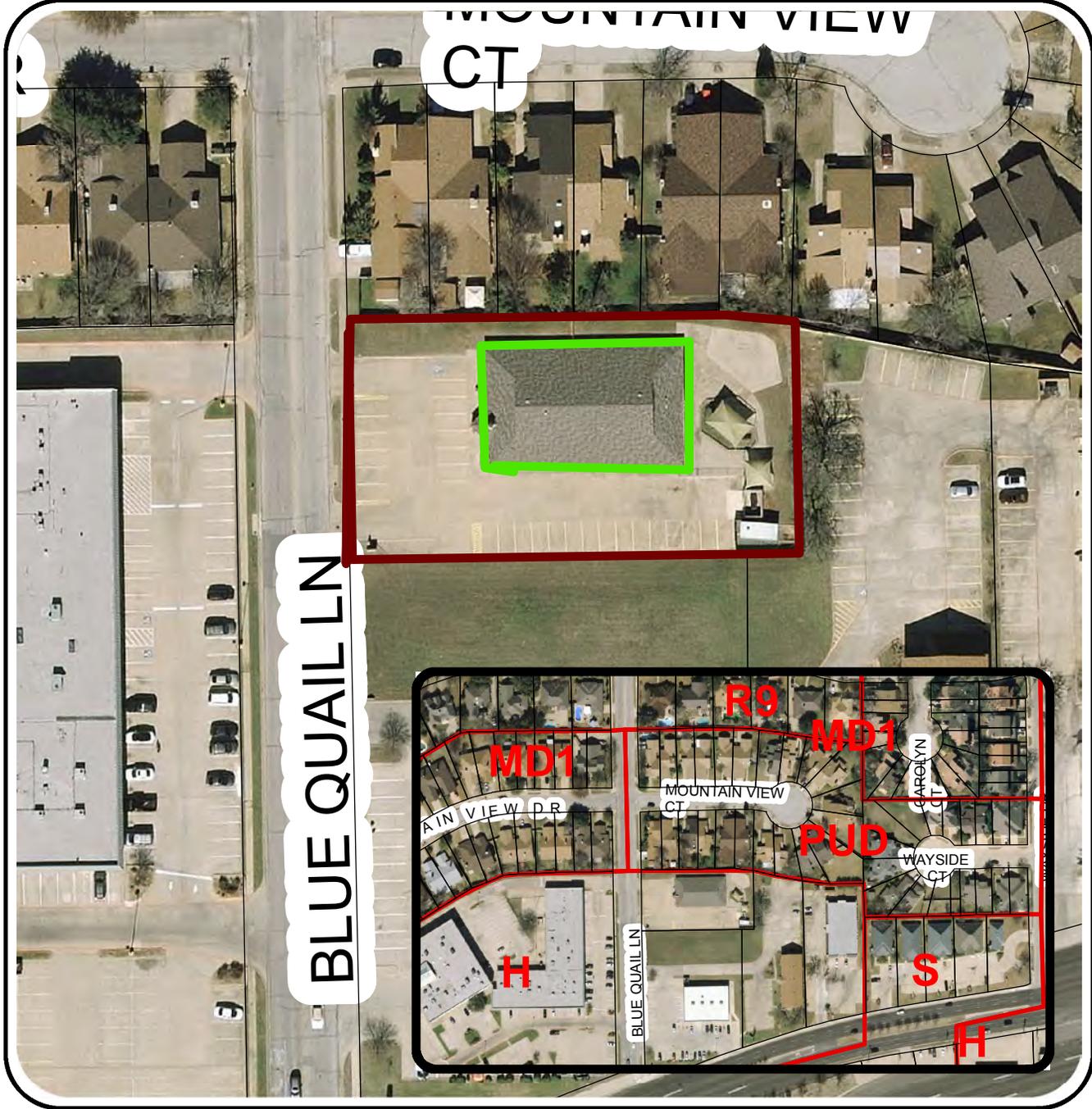
ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Z-283 2928 Blue Quail
Zoned "H" Heavy Commercial



Legend

- Proposed Property
- Proposed Adult Day Care

Applicants Signature of Acknowledgement



This information is for your
ZONING CHANGE
For more info,
call or visit our website.
952-2137

Z-283

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF NOVEMBER 12, 2015**

DRAFT

Nays: None
Abstention: None

Motion approved 7-0-0. Chairman Reese recommended approval of Zoning Case S-062.

3. **Zoning Case Z-282, public hearing and consider a request to rezone Lot 2, Stone Gate Shopping Center Addition, located at 1313 (1305) Brown Trail, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(2)a, Churches, Temples and Synagogues (places of religious worship), of the City of Bedford Zoning Ordinance, allowing for Grace & Glory to operate a church. The subject property is generally located north of Bedford Road and west of Brown Trail. (Z-282)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case Z-282.

Emilio Sanchez described the proposed church project.

No comments from the public were received by phone or mail.

Martina Miller representing Grace and Glory Ministries reviewed the case.

The congregation is comprised of about 10 families, therefore parking will be adequate.

Chairman Reese opened the public hearing at 7:29 p.m.

Mr. Ron Griffin expressed gratitude for the job of the Bedford Planning and Zoning Commission.

Chairman Reese closed the public hearing at 7:30 p.m.

Motion: Commissioner Stroope made a motion to approve Zoning Case Z-282.

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

Ayes: Commissioners Culver, Stroope, Hall, Davis, Sinisi, Chairman Reese, Vice Chairman Carlson

Nays: None
Abstention: None

Motion approved 7-0-0. Chairman Reese recommended approval of zoning case Z-282.

4. **Zoning Case Z-283, public hearing and consider a request to rezone Lot 1, Block 1, Mayfair No-Harwood Oaks Kinder Addition, located at 2928 Blue Quail Lane, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(3)e, Adult Day Care Center of the City of Bedford Zoning Ordinance, allowing for Encore Adult Day Care to operate an adult day care. The subject property is generally located east of Blue Quail Lane and north of Harwood Road. (Z-283)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case Z-283.

Emilio Sanchez described the proposed adult daycare project. There were no statements from the public in favor or in opposition of the request by phone or mail.

The petitioner, Mr. David Lester spoke about the case.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF NOVEMBER 12, 2015**

DRAFT

They currently operate Oncor adult daycare facility and program in Plano, TX. The facility will serve highly-functioning individuals with early dementia.

Cooking will not take place on the premises, only reheating of pre-cooked foods.

Guests are referred to the facility through doctors and the Veteran Affairs agency.

Motion: Commissioner Culver made a motion to approve Zoning Case Z-283.

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

Ayes: Commissioners Culver, Stroope, Hall, Davis, Sinisi, Chairman Reese, Vice Chairman Carlson

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Reese recommended approval of zoning case Z-283.

ADJOURNMENT

Motion: Commissioner Hall made a motion to adjourn.

Vice Chairman Carlson seconded the motion and the vote was as follows:

Ayes: Chairman Reese, Vice Chairman Carlson, Commissioners Culver, Sinisi, Stroope, Davis, Hall

Nays: None

Abstention: None

Motion approved 7-0. Chairman Reese adjourned the Planning and Zoning Commission meeting at 7:50 p.m.

**Bill Reese, Chairman
Planning and Zoning Commission**

ATTEST:

**Alexandra Aggor, Coordinator
Planning and Zoning Liaison**



CITY OF
BEDFORD

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

November 20, 2015

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Friday, November 20, 2015.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Monday, November 23, 2015.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, December 8, 2015, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider a resolution for a site plan for a 3,000 sq. ft. fast-food restaurant with drive-thru, specific to section 4.16.b of the City of Bedford Zoning Ordinance. The property is zoned (H), Heavy Commercial and located in the Central Business District Overlay (CBD). The address is 1900 Central Drive and the legal description is Lot 3A, First State Addition. The property is generally located north of Plaza Parkway and east of Central Drive. (S-062)

Public hearing and consider an ordinance to rezone Lot 2, Stone Gate Shopping Center Addition, located at 1313 (1305) Brown Trail, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(2)a, Churches, Temples and Synagogues (places of religious worship), of the City of Bedford Zoning Ordinance, allowing for Grace & Glory to operate a church. The subject property is generally located north of Bedford Road and west of Brown Trail. (Z-282)

Public hearing and consider an ordinance to rezone Lot 1, Block 1, Mayfair No-Harwood Oaks Kinder Addition, located at 2928 Blue Quail Lane, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(3)e, Adult Day Care Center of the City of Bedford Zoning Ordinance, allowing for Encore Adult Day Care to operate an adult day care. The subject property is generally located east of Blue Quail Lane and north of Harwood Road. (Z-283)

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



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 12/08/15

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consider a resolution for a site plan for a 3,000 sq. ft. fast-food restaurant with drive-thru, specific to Section 4.16.b of the City of Bedford Zoning Ordinance. The property is zoned (H) Heavy Commercial and located in the Central Business District Overlay (CBD). The address is 1900 Central Drive and the legal description is Lot 3A, First State Addition. The property is generally located north of Plaza Parkway and east of Central Drive. (S-062)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Central Drive to the west and Plaza Parkway to the south, with the buildings currently vacant. The applicant is requesting to approve a site plan for the construction of a new restaurant building in the Central Business District Overlay (CBD). The site plan is required to be reviewed by the Planning and Zoning Commission because it is located within the Central Business Overlay District.

The Planning and Zoning Commission recommended approval for this site plan at their November 12, 2015 meeting by a vote of 7-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution for a site plan for a 3,000 sq. ft. fast-food restaurant with drive-thru, specific to Section 4.16.b of the City of Bedford Zoning Ordinance. The property is zoned (H) Heavy Commercial and located in the Central Business District Overlay (CBD). The address is 1900 Central Drive and the legal description is Lot 3A, First State Addition. The property is generally located north of Plaza Parkway and east of Central Drive. (S-062)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Site Plan
Aerial
Building Elevations
Planning & Zoning Minutes
Copy of Legal Ad Published in Star Telegram

RESOLUTION NO. 15-

A RESOLUTION FOR A SITE PLAN FOR A 3,000 SQ. FT. FAST-FOOD RESTAURANT WITH DRIVE-THRU, SPECIFIC TO SECTION 4.16.B OF THE CITY OF BEDFORD ZONING ORDINANCE. THE PROPERTY IS ZONED (H) HEAVY COMMERCIAL AND LOCATED IN THE CENTRAL BUSINESS DISTRICT OVERLAY (CBD). THE ADDRESS IS 1900 CENTRAL DRIVE AND THE LEGAL DESCRIPTION IS LOT 3A, FIRST STATE ADDITION. THE PROPERTY IS GENERALLY LOCATED NORTH OF PLAZA PARKWAY AND EAST OF CENTRAL DRIVE. (S-062)

WHEREAS, the property is located within the Central Business District Overlay District (CBD), which requires site plan approval from both the Planning and Zoning Commission and the City Council of Bedford, Texas; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the Site Plan at their November 12, 2015 meeting; and,

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

WHEREAS, the said Site Plan is known as Lot 3A, First State Addition, and is located at 1900 Central Drive, Bedford, TX. The property is generally located north of Plaza Parkway and east of Central Drive.

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

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

SECTION 2. That the City Council hereby approves a resolution accepting the Site Plan.

PRESENTED AND PASSED this the 8th day of December 2015, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

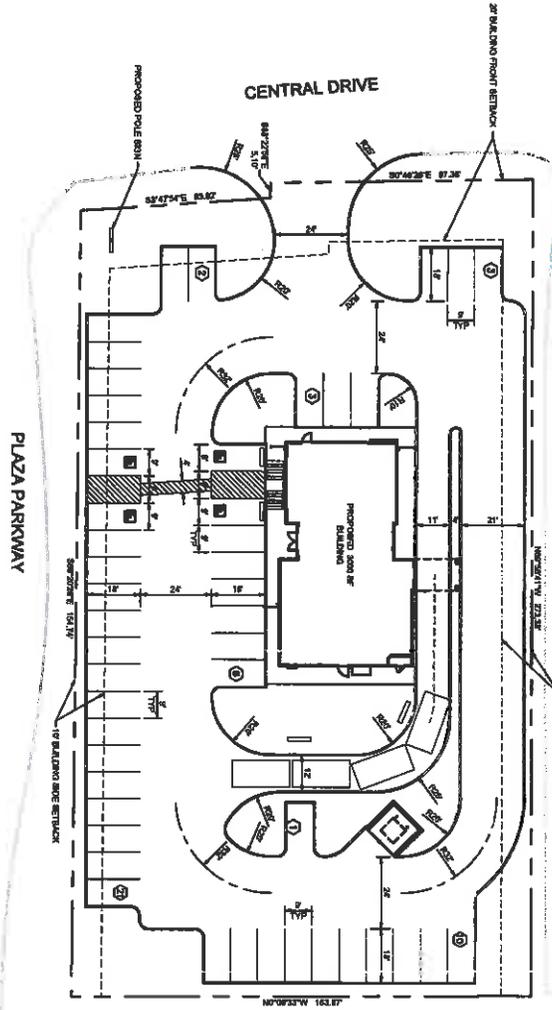
Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

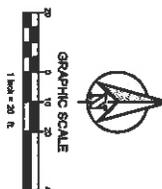


ARCHITECT
 DUANE WATERS ARCHITECT
 1000 W. 212th
 HOUSTON, TX 77061
 PH: 832.464.4400
 CONTACT: DUANE WATERS
 EMAIL: DWATERS@DWAC.COM

OWNER
 CUNNINGHAM VENTURES
 1900 CENTRAL DRIVE
 HOUSTON, TX 77061
 PH: 281.468.0000
 CONTACT: NERSTON CUNNINGHAM

ENGINEER
 CLAYMOORE ENGINEERING
 1900 CENTRAL DRIVE
 HOUSTON, TX 77061
 PH: 817.281.0872
 FAX: 817.281.0874
 EMAIL: CLAY@CLAYMOOREENGINEERING.COM
 REG. ARCHITECT NO. 47189

SITE DATA	
PROJECT NAME	EL POLLO LOCO
SITE ADDRESS	1900 CENTRAL DRIVE
TOTAL BUILDING AREA	2,000 SF
TOTAL SITE AREA	61,414 AC
EX. ZONING	T-1 HEAVY COMMERCIAL DISTRICT
BUILDING LINE	RESTAURANT
FRONT YARD SETBACK	20'
SIDE YARD SETBACK	10'
REAR YARD SETBACK	NONE
LANDSCAPE REQUIRED	20%
LANDSCAPE PROVIDED	24.7%
PAVING TABLE	
PAVING REQUIRED (1 SPACE/170 SQUARE FEET)	20 (1,400)
EXTENDED PAVING PROVIDED	44
UNPAVED PAVING PROVIDED	4
TOTAL PAVING PROVIDED	48



CONCEPT SITE PLAN

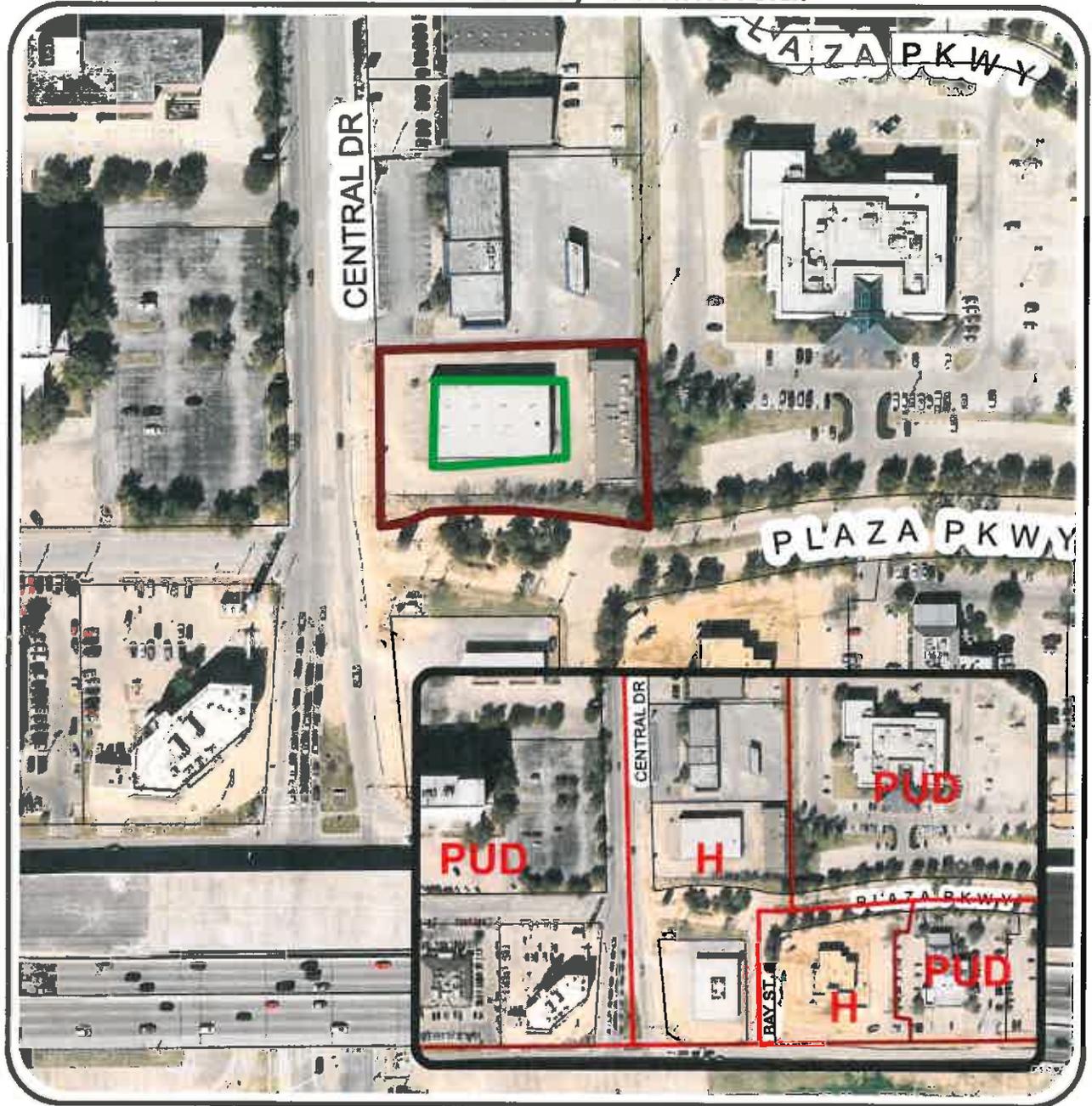
EL POLLO LOCO
 1900 CENTRAL DRIVE
 BEDFORD, TX



DATE	DESCRIPTION
10/16/2015	CONCEPT SITE PLAN
10/16/2015	REVISION

C-1

S-062 1900 Central Drive
Zoned "H" Heavy Commercial



Legend

- Proposed Property
- Proposed Restaurant

Applicants Signature of Acknowledgement



El Pollo Loco

Exterior Conceptual Rendering - Option "A"





El Pollo Loco

Exterior Conceptual Rendering - Option "B"





El Pollo Loco

Entry / Order Counter Conceptual Rendering - Option "B"





El Pollo Loco

Entry / Order Counter Conceptual Rendering





El Pollo Loco

Dining Room Conceptual Rendering





El Pollo Loco

Dining Room Conceptual Rendering - Option "B"



**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF NOVEMBER 12, 2015**

DRAFT

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

1. **Consider approval of the following Planning and Zoning Commission meeting minutes: August 27, 2015 regular meeting**

Motion: Commissioner Hall made a motion to approve the meeting minutes of the August 27, 2015 regular meeting.

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

Ayes: Commissioners Culver, Sinisi, Stroope, Chairman Reese, Vice Chairman Carlson, Hall, Davis

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Reese declared the August 27, 2015 meeting minutes approved.

PUBLIC HEARINGS

2. **Site Plan Case S-062, public hearing and consider a site plan for a 3,000 sq. ft. fast-food restaurant with drive-thru, specific to section 4.16.b of the City of Bedford Zoning Ordinance. The property is zoned (H), Heavy Commercial and located in the Central Business District Overlay (CBD). The address is 1900 Central Drive and the legal description is Lot 3A, First State Addition. The property is generally located north of Plaza Parkway and east of Central Drive. (S-062)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case S-062.

No comments from the public were received by phone or mail.

Clay Christy, representing the project, described the nature of El Pollo Loco, the restaurant concept proposed.

A drive-thru will be a component of the restaurant.

There is one entrance to the site off of Central Drive.

The building colors will remain very close to the proposed colors on the rendering.

Chairman Reese opened the public hearing at 7:17 p.m.

Chairman Reese closed the public hearing at 7:19 p.m.

Motion: Vice Chairman Carlson made a motion to approve Zoning Case S-062.

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

Ayes: Commissioners Culver, Stroope, Hall, Davis, Sinisi, Chairman Reese, Vice Chairman Carlson

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF NOVEMBER 12, 2015**

DRAFT

Nays: None
Abstention: None

Motion approved 7-0-0. Chairman Reese recommended approval of Zoning Case S-062.

- 3. Zoning Case Z-282, public hearing and consider a request to rezone Lot 2, Stone Gate Shopping Center Addition, located at 1313 (1305) Brown Trail, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(2)a, Churches, Temples and Synagogues (places of religious worship), of the City of Bedford Zoning Ordinance, allowing for Grace & Glory to operate a church. The subject property is generally located north of Bedford Road and west of Brown Trail. (Z-282)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case Z-282.

Emilio Sanchez described the proposed church project.

No comments from the public were received by phone or mail.

Martina Miller representing Grace and Glory Ministries reviewed the case.

The congregation is comprised of about 10 families, therefore parking will be adequate.

Chairman Reese opened the public hearing at 7:29 p.m.

Mr. Ron Griffin expressed gratitude for the job of the Bedford Planning and Zoning Commission.

Chairman Reese closed the public hearing at 7:30 p.m.

Motion: Commissioner Stroope made a motion to approve Zoning Case Z-282.

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

Ayes: Commissioners Culver, Stroope, Hall, Davis, Sinisi, Chairman Reese, Vice Chairman Carlson

Nays: None
Abstention: None

Motion approved 7-0-0. Chairman Reese recommended approval of zoning case Z-282.

- 4. Zoning Case Z-283, public hearing and consider a request to rezone Lot 1, Block 1, Mayfair No-Harwood Oaks Kinder Addition, located at 2928 Blue Quail Lane, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(3)e, Adult Day Care Center of the City of Bedford Zoning Ordinance, allowing for Encore Adult Day Care to operate an adult day care. The subject property is generally located east of Blue Quail Lane and north of Harwood Road. (Z-283)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case Z-283.

Emilio Sanchez described the proposed adult daycare project. There were no statements from the public in favor or in opposition of the request by phone or mail.

The petitioner, Mr. David Lester spoke about the case.



CITY OF
BEDFORD

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

November 20, 2015

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Friday, November 20, 2015.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Monday, November 23, 2015.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, December 8, 2015, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider a resolution for a site plan for a 3,000 sq. ft. fast-food restaurant with drive-thru, specific to section 4.16.b of the City of Bedford Zoning Ordinance. The property is zoned (H), Heavy Commercial and located in the Central Business District Overlay (CBD). The address is 1900 Central Drive and the legal description is Lot 3A, First State Addition. The property is generally located north of Plaza Parkway and east of Central Drive. (S-062)

Public hearing and consider an ordinance to rezone Lot 2, Stone Gate Shopping Center Addition, located at 1313 (1305) Brown Trail, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(2)a, Churches, Temples and Synagogues (places of religious worship), of the City of Bedford Zoning Ordinance, allowing for Grace & Glory to operate a church. The subject property is generally located north of Bedford Road and west of Brown Trail. (Z-282)

Public hearing and consider an ordinance to rezone Lot 1, Block 1, Mayfair No-Harwood Oaks Kinder Addition, located at 2928 Blue Quail Lane, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(3)e, Adult Day Care Center of the City of Bedford Zoning Ordinance, allowing for Encore Adult Day Care to operate an adult day care. The subject property is generally located east of Blue Quail Lane and north of Harwood Road. (Z-283)

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



Council Agenda Background

PRESENTER: Jeff Florey, Cultural Coordinator

DATE: 12/08/15

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider an ordinance amending Chapter 2. "Administration," Article IV. "Boards, Commissions, and Committees," Division 4. "Cultural Commission" of the City of Bedford Code of Ordinances; repealing all ordinances in conflict herewith; containing a savings clause; and declaring an effective date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

At their November 9 meeting, the Cultural Commission voted unanimously to recommend changing the HEB Chamber of Commerce and two Alternate positions to regular places on the Commission.

The Cultural Commission is the only non-quasi-judicial Board or Commission with alternate positions. Making the change will add two active members to the Commission, bringing the total membership to nine, which is more in-line with the other City Boards and Commissions.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Chapter 2. "Administration," Article IV. "Boards, Commissions, and Committees," Division 4. "Cultural Commission" of the City of Bedford Code of Ordinances; repealing all ordinances in conflict herewith; containing a savings clause; and declaring an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Red-line Ordinance

ORDINANCE NO. 15-

AN ORDINANCE AMENDING CHAPTER 2. "ADMINISTRATION," ARTICLE IV. "BOARDS, COMMISSIONS, AND COMMITTEES," DIVISION 4. "CULTURAL COMMISSION" OF THE CITY OF BEDFORD CODE OF ORDINANCES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas desires to assist the Citizen Boards and Commissions in achieving their goals and making their meetings as effective as possible; and,

WHEREAS, the City Council of Bedford, Texas desires to amend the membership of the Cultural Commission by changing the member representing the HEB Chamber of Commerce and the two Alternate positions to regular positions.

NOW, THEREFORE, BE IT ORDAINED 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 Chapter 2. "Administration," Article IV. "Boards, Commissions, and Committees," Division 4. "Cultural Commission" of the City of Bedford Code of Ordinances shall read in its entirety as follows:

DIVISION 4. CULTURAL COMMISSION

Sec. 2-237. Creation.

- (a) There is hereby created a Cultural Commission, which shall be composed of nine members, seven of which are residents of the City of Bedford and two of which are members of Arts Council Northeast to include the president and one additional board member.**
- (b) Each member of the Commission, excluding the Arts Council Northeast members, will apply for membership on the Commission and be formally appointed by the City Council.**
- (c) Notwithstanding anything herein, all Commission members shall serve at the will of the City Council and, as such, any such Commission member may be removed by the majority vote of the City Council at any time, in the sole discretion of the City Council, with or without cause.**

Sec. 2-238. Ex officio members.

One ex officio member shall be a member of the City Council and shall serve as liaison between the Commission and the City Council. One ex officio member shall be the city manager or his/her designee.

Sec. 2-239. Terms staggered.

Except for the ex officio members and the members of the Arts Council Northeast, the members of the Cultural Commission shall serve for a two-year period, commencing on October 1, or until their successors are duly appointed. The term of the Commissioners shall be staggered so that four members of the Commission shall be appointed in even numbered years and three members in odd numbered years.

Sec. 2-240. Purpose.

The purpose of the Cultural Commission is to serve as an advisory body to the City Council in order to improve arts and culture in the City of Bedford. The Cultural Commission will enhance arts

ORDINANCE NO. 15-

and culture in Bedford by supporting the Cultural District, developing strategic plans and reports, encouraging arts/cultural related communication and awareness, researching and recommending priorities and projects to the City Council and assisting the City of Bedford with cultural programming. On an annual basis, the Commission shall present a report to the city council regarding their activities.

Sec. 2-241. Meetings.

The Cultural Commission shall meet as called at a time and date to be decided by the commission. Attendance at meetings shall be regulated pursuant to section 2-170 of the Code of Ordinances. A full and complete record of proceedings of this Commission shall be kept on file with the city secretary.

Sec. 2-242. Subcommittees.

There are hereby created the following subcommittees of the Cultural Commission: 501(c)(3), Arts Incubator, ArtsFest and Storefront Gallery. All subcommittee meetings shall be held in accordance with the Open Meetings Act, including the posting of agendas.

SECTION 3. That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.

SECTION 4. That if any section, paragraph, clause, phrase, or provision of this ordinance, shall for any reason be held to be invalid or unenforceable, the validity or unenforceability of such section, paragraph, clause, phrase, or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. That this ordinance shall be in full force and effect from and after its passage.

PRESENTED AND PASSED this 8th day of December 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

ORDINANCE NO. 15-

AN ORDINANCE AMENDING CHAPTER 2. "ADMINISTRATION," ARTICLE IV. "BOARDS, COMMISSIONS, AND COMMITTEES," DIVISION 4. "CULTURAL COMMISSION" OF THE CITY OF BEDFORD CODE OF ORDINANCES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas desires to assist the Citizen Boards and Commissions in achieving their goals and making their meetings as effective as possible; and,

WHEREAS, the City Council of Bedford, Texas desires to amend the membership of the Cultural Commission by changing the member representing the HEB Chamber of Commerce and the two Alternate positions to regular positions.

NOW, THEREFORE, BE IT ORDAINED 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 Chapter 2. "Administration," Article IV. "Boards, Commissions, and Committees," Division 4. "Cultural Commission" of the City of Bedford Code of Ordinances shall read in its entirety as follows:

DIVISION 4. CULTURAL COMMISSION

Sec. 2-237. Creation.

- (a) There is hereby created a Cultural Commission, which shall be composed of nine members, seven ~~four~~ of which are residents of the City of Bedford, and two of which are members of Arts Council Northeast to include the president and one additional board member. ~~and one community member representing the HEB Chamber of Commerce. The commission shall also include two alternate members, each a resident of the City of Bedford, to serve in the absence of one or more of the regular members.~~
- (b) Each member of the Commission, excluding the Arts Council Northeast members ~~and Chamber representative~~, will apply for membership on the Commission and be formally appointed by the City Council.
- (c) Notwithstanding anything herein, all Commission members shall serve at the will of the City Council and, as such, any such Commission member may be removed by the majority vote of the City Council at any time, in the sole discretion of the City Council, with or without cause.

Sec. 2-238. Ex officio members.

One ex officio member shall be a member of the City Council and shall serve as liaison between the Commission and the City Council. One ex officio member shall be the city manager or his/her designee.

Sec. 2-239. Terms staggered.

Except for the ex officio members ~~and the members of the Arts Council Northeast~~, the members of the Cultural Commission shall serve for a two-year period, commencing on October 1, or until their successors are duly appointed. The term of the Commissioners shall be staggered so that four members of the Commission shall be appointed in even numbered years and three members in odd numbered years. ~~One alternate member shall be appointed in an even numbered year and one alternate member shall be appointed in an odd numbered year.~~

ORDINANCE NO. 15-

Sec. 2-240. Purpose.

The purpose of the Cultural Commission is to serve as an advisory body to the City Council in order to improve arts and culture in the City of Bedford. The Cultural Commission will enhance arts and culture in Bedford by supporting the Cultural District, developing strategic plans and reports, encouraging arts/cultural related communication and awareness, researching and recommending priorities and projects to the City Council and assisting the City of Bedford with cultural programming. On an annual basis, the Commission shall present a report to the city council regarding their activities.

Sec. 2-241. Meetings.

The Cultural Commission shall meet as called at a time and date to be decided by the commission. Attendance at meetings shall be regulated pursuant to section 2-170 of the Code of Ordinances. A full and complete record of proceedings of this Commission shall be kept on file with the city secretary.

Sec. 2-242. Subcommittees.

There are hereby created the following subcommittees of the Cultural Commission: 501(c)(3), Arts Incubator, ArtsFest and Storefront Gallery. All subcommittee meetings shall be held in accordance with the Open Meetings Act, including the posting of agendas.

SECTION 3. That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.

SECTION 4. That if any section, paragraph, clause, phrase, or provision of this ordinance, shall for any reason be held to be invalid or unenforceable, the validity or unenforceability of such section, paragraph, clause, phrase, or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. That this ordinance shall be in full force and effect from and after its passage.

PRESENTED AND PASSED this 8th day of December 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

ORDINANCE NO. 15-

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Russell Hines, Building Official

DATE: 12/08/15

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

ITEM:

Consider an ordinance repealing Chapter 6. "Advertising" (Ordinance No. 949), Article III. "Signs," of the City of Bedford Code of Ordinances as amended and replacing with a new Chapter 6, "Advertising," Article III. "Signs" of the City of Bedford Code of Ordinances; providing for an Exhibit 'A,' being the City of Bedford Sign Regulations; providing a savings clause; providing a severability clause; and providing an effective date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In calendar year 2015, Council and staff identified several areas of the Sign Ordinance that need attention. These areas include Permanent and Temporary signs.

The purpose of this ordinance is to protect property values, as well as provide a neat, clean, orderly and attractive appearance of the community. This ordinance has been revised to reduce sign clutter and to minimize adverse visual safety factors to travelers on areas open to public travel.

To achieve this purpose, it is necessary to regulate the design, quality of materials, construction, location, illumination, and maintenance of signs that are visible from public property, public rights-of-way and private areas open to public travel.

The proposed revisions to the sign ordinance are as follows:

- Conformance Timeline for Existing and Temporary Signs
- Flag Display
- Electronic Message Centers
- Display Of Feather/Swooper Flags and Balloons for Grand Openings
- Political Signs
- Area Coverage Of Window Signs
- Luminous Lighting in Storefront Windows
- Existing Building For Lease Signs
- Prohibited Signs

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance repealing Chapter 6. "Advertising" (Ordinance No. 949), Article III. "Signs," of the City of Bedford Code of Ordinances as amended and replacing with a new Chapter 6, "Advertising," Article III. "Signs" of the City of Bedford Code of Ordinances; providing for an Exhibit 'A,' being the City of Bedford Sign Regulations; providing a savings clause; providing a severability clause; and providing an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Exhibit 'A'

ORDINANCE NO. 15-

AN ORDINANCE REPEALING CHAPTER 6. "ADVERTISING" (ORDINANCE NO. 949), ARTICLE III. "SIGNS" OF THE CITY OF BEDFORD CODE OF ORDINANCES AS AMENDED AND REPLACING WITH A NEW CHAPTER 6, "ADVERTISING," ARTICLE III. "SIGNS" OF THE CITY OF BEDFORD CODE OF ORDINANCES; PROVIDING FOR AN EXHIBIT 'A,' BEING THE CITY OF BEDFORD SIGN REGULATIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Chapter 216, Regulation of Signs by Municipalities by the Texas Local Government Code; and,

WHEREAS, the City Council of Bedford, Texas deems it necessary, in order to provide for the health, safety, and general welfare of the residents of the City of Bedford, to establish the provisions of this ordinance regarding the regulation of signs as authorized by the State of Texas; and,

WHEREAS, The City Council of Bedford, Texas has established regulations for signs, in Chapter 6. "Advertising," Article III. "Signs" of the Code of Ordinances; and,

WHEREAS, the City Council of the City of Bedford has after thoughtful deliberation voted to approve these Sign Regulations.

NOW, THEREFORE, BE IT ORDAINED 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 Chapter 6. "Advertising" (*Ordinance No. 949*), Article III. "Signs" of the City of Bedford Code of Ordinances, being the sign regulations of the City of Bedford be repealed and replaced with a new ordinance under Chapter 6. "Advertising," Article III. "Signs" of the Code of Ordinances in accordance with the attached Exhibit A –Sign Regulations.

SECTION 3. That this ordinance shall be cumulative of all other ordinances and shall not repeal any of the provisions of such ordinances except for those instances where there are direct conflicts with the provisions of this ordinance. Ordinances or parts thereof in force at the time this ordinance shall take effect and that are inconsistent with this ordinance are hereby repealed to the extent that they are inconsistent with this ordinance.

SECTION 4. That if any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. That this Ordinance shall take effect from and on _____, _____ in accordance with law, and it is so ordained.

PRESENTED AND PASSED this 8th day of December, 2015, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Exhibit “A” City of Bedford Sign Regulations

DIVISION 1. GENERAL PROVISIONS

Section 6-66. PURPOSE OF ARTICLE

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

Section 6-67. DEFINITIONS

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

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

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

Building Cladding: Building cladding is the exterior skin or envelope of a building, and constructed of materials including but not limited to: siding, wood, brick, stucco or stone.

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

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

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

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

Flag: A flag is a rectangular or quadrilateral piece of fabric with a distinctive design that is used as a symbol, as a signaling device, or as decoration.

Flag, Decorative: Decorative flags shall be solid or color flags and may contain Logo, initials, business name or similar content used to attract attention.

Flag, Feather: Flags used to bring attention to, or advertising displays including but not limited to blade, feather, shark fin, swooper, teardrop, triangular and wind flags.

Flag, Pennant: Any lightweight plastic, fabric or other material, whether or not it contains a message of any kind, suspended from a rope, wire, cord, string or other similar material designed to move in the wind whether existing in a series or individually.

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

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

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

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

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

Maintenance: The repair or replacement in kind of individual sign components including copy panels; electrical wiring and bulbs; or paint, stucco or other exterior finishes. This definition shall include the replacement of cabinets, structural faces, supporting structural members, primary uprights, posts and poles, or the sign in its entirety.

Parcel: A land area represented by a unified grouping of tenants, uses, or owners located in a shopping center, office complex, or industrial complex which utilizes common parking lots, landscaped areas, fire lanes, entrances, and/or signage. Said unified grouping may be located on multiple and separate platted lots or lots of record but may function under a single management system sharing amenities.

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

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

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

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

Sign, Balloon: A visible airtight or air-flow through apparatus commonly made of latex, mylar, vinyl, PVC or other similar material that extends by a cord, rope, string, wire, stick or other similar material for the purpose of advertising or attracting attention to a business, commodity, service, sale, or product.

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

Sign, Banner-Vertical: A temporary sign of a lightweight fabric or similar material that is mounted in a vertical fashion secured at top and bottom of banner and secured to a building, parking lot pole or other permanent structure on the property. This banner is not considered as being a feather flag.

Sign, Banner-Vertical Sidewalk: A "still in business" temporary sign that is attached to an aluminum or fiberglass rod which is inserted directly into the ground or into a sleeve embedded in the ground or portable base. The flag portion of the sign is attached to a horizontal support at the top and the bottom of the banner, securing it to the rod. This banner is not considered as being a feather flag.

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

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

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

Sign, Commercial Construction: A temporary on-site ground sign that pertains to nonresidential development approved or under construction.

Sign, Changeable Copy: The changing of advertising copy or message on a painted or printed sign, or the changing of advertising copy or message on a changeable reader board such as a theater marquee, electronic message board or similar signs specifically design for use of replaceable copy. The installation and construction of such signs shall be governed by the appropriate sign type; however the Changeable Copy message does not require a sign permit.

Sign, Directional: A permanent on-site attached sign intended to aid in vehicular movement on the site.

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

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

Sign, Enclosed Frame/Changeable Copy: See *Sign, Changeable Copy*.

Sign, Existing Building For Sale/Leasing: An on-site sign intended to advertise a building or buildings for sale or lease.

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

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

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

Sign, Ground: Any sign connected to the ground by legs, poles, or other supports and which is not an attached, portable, monument, or vehicular sign.

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

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

Sign, Incidental: A sign with copy not to exceed three (3) square feet in surface area, of a non-commercial nature, intended primarily for the convenience of the public. Included but not limited to; signs designating restrooms, occupation, address numbers, hours of operation, entrances to buildings, directions, nameplates, public telephones and similar.

Sign, Inflatable's: Inflatable objects used to bring attention to, or advertising displays including but not limited to air puppets, wind dancers, hot air and rooftop inflatable's,

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

Sign, Monument: A permanent ground sign generally constructed out of brick, stone, or cast concrete foundation across the entire base of the structure.

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

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

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

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

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

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

Sign, Portable (or moveable): Any sign which is not attached or affixed to the ground, a building, vehicle, or other fixed structure or object. Portable signs include those signs installed on wheels, trailers, skids, and similar mobile structures.

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

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

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

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

Sign, Real Estate Land Sale: An on-site ground sign on vacant land intended to advertise land for sale including un-platted tracts of land.

Sign, Residential Construction: A temporary on-site ground sign that pertains to a new residential development that is approved or under construction.

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

Sign, Sandwich Board: A portable sign consisting of two panels of equal size, which are hinged at the top and placed on the ground or pavement so as to be self-supporting..

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

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

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

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

Sign, Walker (Human Directional Sign): A person, visible from the public R.O.W., which is holding, twirling, or wearing a sign or costume to draw attention to a business, project, place, or event.

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

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

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

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

Sign, Window: Any sign, poster, advertising decals, advertising decorative film, advertising or decorative painting, illuminated object or other similar displayed item, located on the internal or external surface of a window for the purpose of advertising or calling attention to any object, place, business' name, telephone number, website information, services, commodities, and/or products offered or sold that are available within the building that is visible from a public street or sidewalk.

Vehicle: Every mechanical device, in, upon, or by which any person or property is or may be transported or drawn upon a public street or highway, including any motor vehicles, commercial motor vehicles, truck, tractor, bus, motorcycle, motor home, camper, recreational vehicle, trailer, golf cart, watercraft or aircraft.

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

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

Section 6-68. ADMINISTRATION & ENFORCEMENT

- (a) Building Official: The provisions of this article shall be administered and enforced by the Building Official, Code Compliance Officer or designated representative. All other officers and employees of the city shall assist and cooperate with the Building Official, Code Compliance Officer or designated representative in administering and enforcing the provisions of this article.
- (b) Permits required. No sign shall be erected, re-erected, constructed, attached, altered, except as provided by this article and after a permit for the same has been issued by the building official. A separate permit shall be required for a sign for each business entity, and a separate permit shall be required for each group of signs on a single supporting structure. In addition, electrical permits shall be obtained for electric signs.
- (c) Application for permit. The application for a sign permit shall be in a form approved by the Building Official which shall contain the following information:
1. Sign use classification.
 2. Name, address and telephone number of the applicant.
 3. Name, address and telephone number of the owner of the property on which the sign is to be located.
 4. Name, address and telephone number of the lessee the sign is to benefit, if any.
 5. Name, address and telephone number of the person erecting the sign.
 6. Scaled site plan showing:
 - a. location of the building, structure or tract to which or upon which the sign is to be attached or erected,
 - b. the position of the sign in relation to nearby structures or other signs, and
 - c. dimensions of setbacks, building lines, distances between sign and streets and property lines.
 7. Scaled drawing of the sign including the height, width, area, design and text.
 8. Engineered drawings (subject to requirement by the Building Official)
 9. Such other information as may be requested by the Building Official.
- (d) Fees. Sign permit fees and plan review fees shall be paid in accordance with the sign permit fee schedule established by the Bedford City Council. Sixty-five percent of the sign permit fee shall be charged as a plan review fee.
- (e) Sign Maintenance Required. All signs and sign support structures, together with all of their supports, braces, guys and anchors, shall be kept in good repair and in proper state of preservation. The display surfaces of all signs shall be kept neatly painted or posted at all times.
- (e) Double permit fee: The permit fee for a sign permit shall be doubled when the installation or alteration of a sign is commenced or completed before the necessary permit is obtained.
- (f) Time limit for exercise of sign permit: In all cases where a sign permit has been approved, the sign permit shall be obtained and the sign(s) erected within a period not to exceed 180 days from the date of approval. In the event such sign or signs are not erected within this period the permit shall become null and void.
- (g) Only permitted signs to be erected: No person shall erect, reconstruct, alter, relocate or place any sign within the city except such signs as are permitted by this article. All signs, including the frames, braces or supports thereof, shall be constructed and maintained in compliance with this title, the building and electrical codes, the zoning ordinance and all other applicable ordinances of the city.

- (h) Inspections: All signs for which permits are required shall be subject to inspection by the building official. Footing inspections may be required by the building official for all signs having footings. All signs containing electrical wiring shall be subject to the provisions of the governing electrical code, and the electrical components used shall bear the label of an approved testing agency. The building official may order the removal of any sign that is not maintained in accordance with the provisions of this section. All signs may be re-inspected at the discretion of the building official.
- (i) Fines for Noncompliance: Violators of any provision of this section shall be subject to fines set forth in this Code and/or signs may be removed by agents and employees of the city and may be either stored or destroyed without liability to the city or its agents or employees. The City may maintain custody of a confiscated sign up to ten (10) days. After ten (10) days the sign is subject to disposal. The owner of a sign confiscated by the City may claim the sign if it is still in the custody of the City upon payment to the City of an administrative fee of \$60.00 per sign. Violators are subject to municipal action for signs confiscated by the City and are subject to a fine as provided by State law.
- (j) Permit Revocable: The Building Official may suspend or revoke any sign permit whenever it is determined that the permit has been issued in error or on the basis of incorrect or false information supplied, or whenever such permit was issued in violation of any provision of this ordinance, any other ordinance of the City, the laws of the State of Texas or the federal government. Such revocation shall be effective when communicated in writing to the person to whom the permit is issued or the owner of the sign or the owner of the premises on which the sign is located. Any sign the subject of a revoked permit shall be immediately removed by the person in control of the sign or premises upon which the sign is located within 15 days of written notice of revocation.
1. A person may appeal the revocation of the sign permit to the Building and Standards Commission by filing with the Building Official written notice of an intention to appeal within 10 days after receipt of written notice of revocation. The decision of the Building and Standards Commission is final.
 2. Notice of revocation shall be deemed to have been received when deposited in the mail, postage prepaid, addressed to the owner of the premises, the owner of the sign, and the tenant for whose benefit the sign is erected as listed in the permit application.
- (k) Existing Signs: Existing Signs shall be subject to the following restrictions:
1. Existing signage regulated under Sections 6-70 (a), 6-70 (h), 6-70 (i), 6-74 (j), 6-74 (k) and 6-74 (q) of this ordinance and installed prior to the adoption date of this ordinance, shall be required to become compliant with the requirements of this ordinance not later than September 01, 2016.
 2. All other existing signs not identified in Section 6-68 (k) 1, and are lawfully in existence on the date of adoption of this ordinance may exist in their present form, but no such signs shall be altered or moved unless a permit is issued pursuant to the provisions of this ordinance.
 3. All existing signs are subject to requirements of the code regarding safety, maintenance and repair. Repair and maintenance of all existing signs may be performed as necessary provided not more than fifty percent (50%) of the sign is repaired, altered, or replaced. If more than fifty percent (50%) of the sign is affected regarding repair, alterations, or replacement, then any existing conforming status is lost and the sign must be brought into compliance with the current sign regulations.
- (l) Sign Removal: The owner or owner's representative of any property upon which any of the following signs are located shall immediately remove the sign upon notice from the Building Official, Code Compliance Officer or designated representative:
1. Upon determination by the Building Official, Code Compliance Officer or designated representative that a sign is in a dilapidated or deteriorated condition, the Building Official, Code Compliance Officer or designated representative shall give notice of said determination to the owner of the sign, or the owner of the property on which the sign is erected, and the lessee that the sign is to benefit. Said notice shall further specify a time period in which said dilapidated or deteriorated condition must be corrected. In the event the dilapidated or deteriorated condition is not corrected within the time provided in the notice of the Building Official, Code Compliance Officer or designated representative, then the owner of the property on which said sign is erected

and the owner of the sign shall immediately remove the sign and all parts of the sign including supports, bracing and post.

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

DIVISION 2. CONSTRUCTION; INSTALLATION

Section 6-69. GENERAL REGULATIONS

- (a) Sign Placement: All signs advertising the name of the business, services provided, or products sold, shall be located on the premises.
- (b) Existing and Proposed Sign area: Each establishment shall be entitled to sign area within the as set forth herein limitations. However, the area of all existing signs to remain on the premises occupied by

the establishment shall be reported by the applicant and shall be added to the proposed new sign(s) for comparison with these limitations, which shall govern total sign area, existing and proposed.

- (c) Setback Limitation: There shall be a separation of ten feet between stand-alone signs. In addition, no, part of any sign shall overhang the property line into the public right-of-way or into the adjacent property. Signs shall be located a minimum of ten feet (10') from any overhead power line.
- (d) Street Visibility Triangle: No sign or other advertising structure shall be erected in the 25' by 25' visibility triangle at the intersection of two streets. The street visibility triangle is formed by the property lines and a diagonal line connecting them at points twenty-five feet (25') from the intersection of the property lines in compliance with the provisions provided in the Bedford Development Codes. Any sign projecting into the visibility triangle shall have a clearance of at least ten feet above the centerline grades of the intersecting streets.
- (e) Driveway Visibility Triangle: No sign or other advertising structure shall be erected in the 7' by 60' visibility triangle at the intersection of driveway with a street. The driveway visibility triangle is formed by the property line, the edge of the driveway and a diagonal line connecting a point seven feet (7') along the edge of driveway from the right-of-way and a point 60 feet along the right-of-way line from the edge of driveway. This driveway visibility triangle shall be in compliance with the provisions provided in the Bedford Development Codes. Any sign projecting into the visibility triangle shall have a clearance of at least ten feet above the centerline grades of the intersecting streets.
- (f) Traffic hazard: No sign shall be erected at any location where, by reason of the position, shape or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign or signal device; or which makes use of the words "stop", "go", "caution", "look", "danger", or any other word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic. Nor shall any person or individual (sign, walker) carry a sign in a public right-of-way.
- (g) Pedestrian hazard: All signs or other advertising structures, which are erected at any point where pedestrians might be endangered, shall have a smooth surface. No nails, tacks or wires shall be permitted to protrude therefrom.
- (h) Lighting restrictions: Illuminated signs shall be erected in such a manner as not to interfere with traffic or pose other health or safety hazards. Spotlights or floodlights shall be shielded and shall be specifically directed at the sign itself. Spotlights or floodlights shall be fully shielded so that they are not visible from streets or adjoining property.
- (i) Wind Pressure and dead load requirements: All signs shall be designed and constructed to withstand wind pressure of not less than 90 mph wind load factor and shall be constructed to receive loads as required by the Building Code.
- (j) Site plan. Whenever a site plan is required to be filed, the site plan shall show the proposed location of any signs to be erected on the property and shall define the size and height of the signs with dimensions and elevation views.
- (k) Sign Buffer Area at edge of a building: The edge of a wall sign shall be a minimum distance of one foot from the edge of the building wall or tenant space divider.
- (l) Sign Face: No more than two sign faces (sides) are allowed per sign.
- (m) Wall Sign Setback Bonus. Wall signs that are setback from the public street right-of-way over one hundred and fifty feet (150') can increase the maximum primary wall signage size by 25%, and increase it an additional 25% for every additional one hundred feet (100') of setback; up to a maximum of 200% of the allowed sign area (i.e. 20% of the primary wall area) at four hundred and fifty feet (450').
 - 1. Over 150' setback, 125% of allowed sign area, or 12.5% of primary wall area,
 - 2. Over 250' setback, 150% of allowed sign area, or 15% of primary wall area,
 - 3. Over 350' setback, 175% of allowed sign area, or 17.5% of primary wall area,
 - 4. Over 450' setback, 200% of allowed sign area, or 20% of primary wall area**Under no circumstances shall the primary wall signage exceed 400 square feet regardless of wall size or increased setbacks.

- (n) Required Parking Space: No sign shall be located in a required parking space.
- (o) Flag Display:
- (1) The City of Bedford does not intend to prohibit, restrict, or have the effect of prohibiting or restricting an owner from the display of:
 - (a) the flag of the United States of America;
 - (b) the flag of the State of Texas; or
 - (c) an official or replica flag of any branch of the United States armed forces.
 - (2) The following requirements apply to the display of any flag in the City of Bedford:
 - (a) The flag shall be displayed on a flagpole in a safe, secure manner that ensures the flag will not fly away or become a hazard.
 - (b) For residential lots, flag dimensions shall not exceed twenty four (24) square feet. Commercial, Non-residential uses that are permitted in residentially zoned districts and Multi-Family zoned districts shall be exempt from this provision.
 - (c) A flagpole shall be supported and be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole, and any flag pole shall be made of safe materials and not be corroded.
 - (d) A flag shall not display obscenities in which the dominant theme of material taken as a whole appeals to a prurient interest in sex or is patently offensive because it affronts community standards relating to the description or representation of sexual matters and is utterly without redeeming social value.
 - (e) The display of a flag, or the location and construction of the supporting flagpole, shall not be located in a dedicated easement or public right of way.
 - (f) A displayed flag and the flagpole on which it is flown shall be maintained in good condition and a deteriorated flag or deteriorated or structurally unsafe flagpole shall be repaired, replaced, or removed.
 - (g) A maximum of two (2) flags or flagpoles may be located on a residential lot. Commercial, Non-residential uses that are permitted in residentially zoned districts and Multi-Family zoned districts shall be exempt from this provision.
 - (h) A flagpole or flag on a residential lot shall not be more than twenty (20) feet in height from the ground if located in the front yard of the property. Commercial, Non-residential uses that are permitted in residentially zoned districts and Multi-Family zoned districts shall be exempt from this provision.
 - (i) Flagpoles in excess of twenty (20) feet in height shall require a permit.
 - (j) Intensity of lights used in the display of the flag shall not shine upon a dwelling or property of another in such a manner as to causes distress, discomfort or injury to persons or in such a manner as to cause a glare or brightness to a degree that it constitutes a hazard or nuisance to traffic or person.
 - (k) Flag or flagpole shall not cause noise to the degree that would disturb a person of reasonable sensitivities on the adjoining property or the nearby neighborhood in regard to the noise caused by the flapping of a flag or noise caused by the external halyard of a flagpole.
 - (l) Flags depicting or relating to a national, local or religious holiday or season shall be exempt from the display regulations of this ordinance if installed maintained or displayed for not more than 45 consecutive days and coinciding with a national, local or religious holiday or season.
 - (m) Flags four (4) square feet and less shall be exempt from the display regulations of this ordinance.

Section 6-70. SIGN TYPES

(a) Electronic Message Center: Electronic Message Centers shall be subject to the following restrictions:

1. No Electronic Message Center shall:
 - a. Display animated, full-motion or other moving images, display strobe, flashing, blinking images, expanding or contracting shapes, rotation or any similar visual effects of animation or movement.
 - b. Change the display of an image, graphic, text, or information on the sign for a period not less than once each eight (8) seconds. Any changes shall occur with fade, dissolve or an instant on/off cycle only.
 - c. Include any audio message.
2. Electronic Message Centers shall be permitted in districts zoned “S”, “L”, “H”, “I”, “PUD”, “MHC” and non-residential uses that are permitted in residentially zoned districts.
3. Electronic Message Centers shall not be allowed for primary or secondary wall signs but shall be allowed for incidental signage only.
4. Electronic Message Centers shall be equipped with both a dimmer control and a photocell which automatically adjusts the display's intensity according to natural ambient light conditions.
5. As measured from the nearest residential property line, no light emanation from an adjacent Electronic Message Center shall be in excess of 3 foot-candles.
6. Electronic Graphics Display Signs shall be illuminated at a level no greater than 0.3 foot-candles over ambient light levels for the location and shall employ light cutoff devices such as, but not limited to, louvers in order to minimize light escaping above the horizontal plane. Foot-candle readings shall be measured at ground level at the distances shown in Table 6.1.

Table 6.1

Sign size (Square Feet)	Distance from source
0 to 100	100 feet
101 to 350	150 feet
351 to 400	250 feet

(b) Video Display Signs: shall be permitted by granting of a waiver to the Sign Types regulations on a site-specific basis upon approval of the Building and Standards Commission.

(c) Vehicular Signs.

1. It shall be unlawful to attach any sign to a trailer, skid, or similar mobile structure, where the primary use of such structure is to provide a base for such sign or constitute the sign itself. This provision does not restrict the identification signs on vehicles used for bona fide transportation activity.
2. Unless otherwise provided by another ordinance, vehicles that display signage with advertisement and parked on the same site or premise of such business that it represents shall be permitted provided that such vehicle shall be parked on the side or rear of the building. Vehicles not able to be parked on the side or rear of the building shall be located adjacent to the front of the building and shall not be parked adjacent to the public right-of-way unless the vehicle is temporarily being used for loading or unloading of goods or merchandise. Government vehicles and vehicles operating under a City franchise are excluded from this requirement.
3. Signs placed on or affixed to vehicles and or trailers which are parked on public right-of-way, public property, or private property so as to be visible from a public right-of-way where the

apparent purpose is to advertise a product or direct people to a business or activity located on the same or nearby property are prohibited.

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

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

1. Permit Required.
2. Shall not exceed 50 square feet in area.
3. A sidewalk vertical banner may be used. The sidewalk vertical banner, including frame, shall not exceed twenty-six (26) inches in width and ten (10) feet in total height.
4. At his/her discretion, the building official may defer such approval to the City Manager’s Office or his or her designee. The decision of the City Manager is final.
5. Is exempt from permit fee.
6. Excluding feather flags, decorative flags and balloons, all other signs described in section 6-72 “Temporary Signs” shall be allowed for “Still in Business” signage.

(f) Political Signs:

1. Political signs shall be subject to Section 216.903 of the Local Government Code.
2. The following shall apply to political signs:
 - (a) A permit fee shall not be required.
 - (b) A political sign shall be allowed in any zoning district.
 - (c) Political signs shall not be located on any utility, light, traffic signal or sign pole.
 - (d) Political signs shall not be located so as to cause a safety or traffic hazard.
 - (e) Political signs shall not have an area greater than 36 square feet.
 - (f) Political signs shall not be more than eight feet in height.
 - (g) Political signs shall not be illuminated or projected.
 - (h) Political signs shall not contain any moving elements or parts.
 - (i) Political signs shall not be placed within public right-of-way.
3. Political signs are allowed on private real property only with the consent of the property owner.
4. Except as provided for in Subsection five (5), no political sign may be placed on public property owned, leased, or controlled by the City of Bedford. Provided, however, this subsection does not prohibit an individual from carrying or displaying political signs, nametags, badges, banners, or other political or campaign materials on public property so long as such activity is conducted in accordance with Chapter 61 and Chapter 85 of the Texas Election Code, as now or hereafter amended.
5. Time, place and manner restrictions – signs on public property during voting periods.
 - (a) Time. In accordance with Texas Election Code §61.003, signs shall be allowed at polling sites during early voting periods or on Election Day. Signs so posted must be

removed within forty-eight (48) hours after the close of the early voting period or the close of the polls on Election Day, whichever is applicable.

(b) For so long as required by Texas Election Code section 61.003 and 85.036, all public property upon which there is located a polling place, outside the area described in §61.003, and within the area which is allowed to have signs posted shall meet the following requirements:

1. that is not on impervious surfaces;
2. that is not a traffic or safety hazard;
3. that is attached to a stake not to exceed a 9 gauge diameter (American Wire Gauge standard (AXG)) driven into the ground well clear of tree roots, irrigation lines and any other underground vegetation or structures
4. not to be attached to any building or structure;
5. not in a landscape bed to include flower beds;
6. shall not have an area greater than six square feet; and
7. an area which meets all the requirements of this ordinance.

(g) Projecting Signs:

1. One sign shall be allowed to project from the building face for each street-level business.
2. Signs shall not be located above the top of parapet wall or roof eave of a building.
3. Projecting Sign over a pedestrian walkway or drive must be a minimum of eight (8) feet clearance between the grade of the sidewalk or drive and the lowest portion of a Projecting Sign.
4. Signs shall not exceed twenty-five (25) square feet in area.
5. Signs horizontal length shall not exceed thirty-six (36) inches.
6. The near edge of a projecting sign shall be no more than twelve (12) inches from the wall of the building to which the sign is attached.
7. Signs including mounting hardware, shall not project more than forty-eight (48) inches from the wall of the building to which the sign is attached.
8. Individual sign letters shall not exceed twelve (12) inches in height.
9. Projecting signs may be illuminated.
10. Projecting signs shall not include electronic components such as message boards, video and graphic displays.
11. Projecting signs shall not be designed to include changeable copy.
12. A Projecting Sign may not project into the right-of-way.

(h) Window Signs:

1. No sign permit required. Window Signs shall be regulated in districts zoned “S”, “L”, “H”, “I”, “PUD”, “MHC” and non-residential uses that are permitted in residentially zoned districts.
2. With the exception of illuminated Open/Closed Signs, Window Signs shall not be illuminated.
3. Window signs may occupy a maximum of 25% of the window area.
4. Window area for window signs shall be calculated by multiplying the window width times the height of each window area, including the mullions but excluding building cladding.
5. Where a window sign consists solely of lettering or other sign elements printed or mounted on a window of a building without any distinguishing border or background, The entire area

within a circle, triangle, or parallelogram enclosing the extreme limits of writing, representation, emblem, or any figure of similar character shall be treated as a single sign for purposes of area computation.

6. Window signage shall not obstruct the view of any cashier area.
7. Window signs shall be limited to the first floor of a multi-story building.
8. In addition to Window Signs, illuminated Open/Closed Signs shall be limited to one (1) per street frontage and shall:
 - (a) Only read “Open” or “Closed”.
 - (b) Only be located in the window of the business.
 - (c) Remain static and not blink, flash, oscillate or intermittently turn on and off.
 - (d) Not exceed four (4) square feet in sign area.
9. The following shall be exempt:
 - (a) Non-Illuminated addresses, hours of operation, credit card logos and signs that display the words “Now Hiring” only and do not include a commercial message or any form of advertisement.
 - (b) Mannequins and storefront displays of merchandise visible from the public right-of-way.

Example: Window area calculation not to exceed 25%.



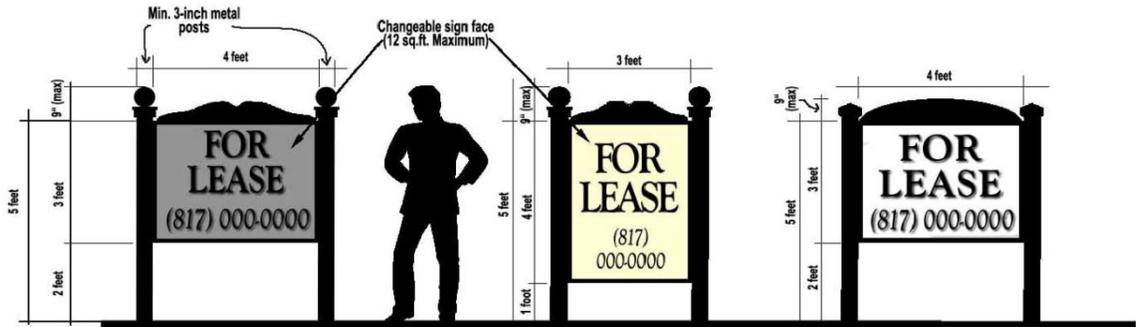
Width x height of window excluding mullions.

(i) Existing Building For Sale/Lease Sign

1. Existing Building For Sale/Leasing Signs shall be permitted in districts zoned “S”, “L”, “H”, “I”, “PUD”, “MHC” and non-residential uses that are permitted in residentially zoned districts.
2. Sign structure shall be mounted on the ground.
3. Maximum sign height shall be five (5) feet plus a maximum of nine (9) inch finial on top of each post.
4. Maximum sign area shall not exceed twelve (12) square feet per sign face.
5. One (1) ground sign per street frontage.
6. Sign structure shall be permitted only when space is available for sale or lease on the same site.
7. Existing Building For Sale/Leasing Signs shall be designed and installed in accordance with the following guidelines:
 - (a) Sign Post:

1. Material shall be of 3 – 4 inch extruded metal with decorative finials.
 2. Height shall not exceed five (5) feet in height, excluding finials. Finials shall not exceed nine (9) inches in height.
 3. Color shall be black
- (b) Sign Frame:
1. Same material as the sign post
 2. Same color as the sign post
 3. Height of any decorative element over the sign frame shall be limited to a maximum of nine (9) inches.
- (c) Sign Face:
1. Material shall be made up of ¼” to ½” plastic or aluminum coated MDO or plastic cored aluminum
 2. Area of each sign face shall not exceed 12 square feet. Sign may be two-sided.
 3. Background color shall be one of the following: white, gray, or beige/cream.

Example: Existing Building For Sale/Lease Signs



Section 6-71. PERMANENT SIGNS

PERMANENT SIGNS					
TYPE OF SIGN	DISTRICTS PERMITTED	MAXIMUM AREA	MAXIMUM HEIGHT & CLEARANCE	NUMBER OF SIGNS	REQUIREMENTS**
Primary Wall Sign (Attached)	Non-residential* “S”, “L”, “H” “T” & “MHC”	Two square feet of sign area for each foot of store front width.	Top of parapet wall or roof eave height. Maximum height of sign is 6 feet	Not applicable, Signage area can be composed of multiple signs	Min. horizontal and/or vertical separation between signs shall be a two feet. Also see Setback Bonus.
Secondary Wall Sign (Attached)	Non-residential* “S”, “L”, “H” “T” & “MHC”	50% of allowed Primary wall sign area	Top of parapet wall or roof eave height	Not applicable, Signage area can be composed of multiple signs	Min. horizontal and/or vertical separation between signs shall be two feet. No sign permitted to face a residential property
Freestanding Freeway Pole	Non-residential* “S”, “L”, “H” “T” & “MHC” (in “MHC” must be within 25’ of frontage road)	300 s.f. each side	65 ft. max height with 10 ft. minimum ground clearance	1 freestanding (either pole or monument) sign per street frontage	Not allowed in public R.O.W.
Freestanding Freeway Pylon	Non-residential* “S”, “L”, “H” “T” & “MHC” (in “MHC” must be within 25’ of frontage road)	300 s.f. per tenant per parcel not to exceed the maximum height & clearance regulation	65 ft. max height, 10 ft. min height, 20 ft max width, 3 ft. minimum ground clearance to bottom of sign	1 freestanding pylon sign per street frontage, per platted lot or lot of record	Not allowed in public R.O.W
Freestanding Non-Freeway Pole	Non-residential* “S”, “L”, “H” “T” & “MHC”	100 s.f. each side	25 ft. max height with 10 ft. minimum ground clearance	1 freestanding (pole or monument) sign per street frontage	Not allowed in public R.O.W.
Freestanding Non-Freeway Pylon	Non-residential* “S”, “L”, “H” “T” & “MHC”	100 s.f. each per tenant per parcel not to exceed the maximum height & clearance regulation	25 ft. max height, 10 ft. min height, 20 ft max width, 3 ft. minimum ground clearance to bottom of sign	1 freestanding pylon sign per street frontage, per platted lot or lot of record	Not allowed in public R.O.W.
Electronic Message Center	Section 6-70 (a)	Section 6-70 (a)	Section 6-70 (a)	Section 6-70 (a)	Section 6-70 (a)
Video Display	Section 6-70 (b)	Section 6-70 (b)	Section 6-70 (b)	Section 6-70 (b)	Section 6-70 (b)

PERMANENT SIGNS					
TYPE OF SIGN	DISTRICTS PERMITTED	MAXIMUM AREA	MAXIMUM HEIGHT & CLEARANCE	NUMBER OF SIGNS	REQUIREMENTS**
Freestanding Monument	Non-residential* “S”, “L”, “H” “T” & “MHC”	75 sq. ft. Entire Structure	7 feet	1 (either pole or monument) per street frontage, 2 max	Minimum ground contact: 75% of structure’s width
Canopy (covering gas pumps, drive thru lanes or parking areas)	Non-residential* “S”, “L”, “H” “T” & “MHC”	30 square feet per side with maximum of 18 inch letters	Top of canopy fascia	On 3 sides of canopy only	Canopies not considered separate buildings for signage purposes
Mural	Non-residential* “S”, “L”, “H” “T” & “MHC”	Not applicable	Not applicable	Not applicable	No name, logo, text or slogan. <hr/> Murals are considered <i>Art</i> , not advertising
Enclosed Frame/Changeable Copy	Non-residential* “S”, “L”, “H” “T” & “MHC”	12 s.f. with no dimension greater than 4 ft.	Not applicable	2 per wall max., 4 per site max.	Enclosed frame permanently attached to wall
Multifamily Entry Monument	Multifamily: all MD & MF	75 sq. ft. Entire Structure.	7 ft.	1 per “main” entrance	Minimum ground contact: 75% of structure’s width
Subdivision Entry Monument	All Residentially zoned districts	75 sq. ft. Entire Structure	7 ft.	1 <u>pair</u> per “main” entrance	Minimum ground contact: 75% of structure’s width

Section 6-72. TEMPORARY SIGNS

TEMPORARY SIGNS						
TYPE OF SIGN	PERMIT REQ.	DISTRICTS PERMITTED	MAXIMUM AREA	MAX HEIGHT & CLEARANCE	TIME LIMIT	REQUIREMENTS**
Horizontal Banner	Yes	Non-residential* “S”, “L”, “H” “T” & “MHC”	50 s.f.	Highest point of roof, Attached to building	60 days per calendar year, in a minimum of 10 day increments	Only 1 allowed No lighting
Vertical Banner	Yes, per each change out	Non-residential* “S”, “L”, “H” “T” & “MHC”	35 s.f. freeway frontage, 12 s.f. for non-freeway	35 ft. max., 6 ft. min. to bottom of vertical banner, Attached to building or parking lot pole	Not applicable	50 ft. min. spacing 100 ft. min. street frontage 25’ min. to side property line
New Business “Coming Soon” Banner	Yes	Non-residential* “S”, “L”, “H” “T” & “MHC”	50 s.f.	Highest point of roof, Attached to building	During lease space finish out, 60 day max. or 30 day max. with no finish out	1 sign per lease space, on bldg. No lighting
New Business “Now Open” Banner	Yes	Non-residential* “S”, “L”, “H” “T” & “MHC”	50 s.f.	Highest point of roof, Attached to building	30 days from C.O.	1 sign per lease space, on bldg. No lighting
Multifamily Units for Rent or Lease Banner	Yes	Multifamily: all MD & MF	50 s.f.	Highest point of roof on building, or 15 ft. max. for free-standing signs	180 days per year, in 10 day periods	1 per street frontage Maximum 2 No lighting
HOA Group Garage Sale Banner	No	Residential	50 s.f.	Placed at subdivision entrance wall/fence	2 per Calendar Year	1 per subdivision entrance Maximum 2
Com. Unit(s) Sale or Lease Banner	Yes	Non-residential* “S”, “L”, “H” “T” & “MHC”	50 s.f.	Highest point of roof Attached to building	Unit sold or leased	1 per street frontage No lighting
“Still in Business” Sign	Yes, No Fee	Section 6-70 (e)	Section 6-70 (e)	Section 6-70 (e)	Section 6-70 (e)	Section 6-70 (e)
Pennant Flags	Yes	Non-residential* “S”, “L”, “H” “T” & “MHC”	Not applicable	Highest point of roof	During event	Only during approved Grand Openings
Feather Flags	Yes	Non-residential* “S”, “L”, “H” “T” & “MHC”	Not applicable	15 ft.	During event	Only during approved Grand Openings Max 4 flags

TEMPORARY SIGNS						
TYPE OF SIGN	PERMIT REQ.	DISTRICTS PERMITTED	MAXIMUM AREA	MAX HEIGHT & CLEARANCE	TIME LIMIT	REQUIREMENTS**
Decorative Flag (solid or color, Logo, business name allowed)	No	Non-residential* “S”, “L”, “H” “T”, “MF” & “MHC”	6 s.f.	25 ft. max., 6 ft. min. to bottom of flag	Not applicable	Street frontage 0-150’ 4 flags 151-200’ 5 flags 201-250’ 6 flags 251-300’ 7 flags over 300’ 8 flags
Balloons & Inflatable Objects	Yes	Non-residential* “S”, “L”, “H” “T” & “MHC”	Not applicable	50 ft.	During event	Only during approved Grand Openings
Existing Building For Sale/Leasing Sign	Yes	Section 6-70 (i)	Section 6-70 (i)	Section 6-70 (i)	Section 6-70 (i)	Section 6-70 (i)
Political Signs	No	Section 6-70 (f)	Section 6-70 (f)	Section 6-70 (f)	Section 6-70 (f)	Section 6-70 (f)
Window Signs	No	Section 6-70 (h)	Section 6-70 (h)	Section 6-70 (h)	Section 6-70 (h)	Section 6-70 (h)
Vehicle	No	Section 6-70 (c)	Section 6-70 (c)	Section 6-70 (c)	Section 6-70 (c)	Section 6-70 (c)
Weekend Builders Directional	Yes	All	6 s.f.	3 ft.	12:00 pm Friday till 12:00 pm Monday	25 max. 200 ft. or 1 block apart 40 ft. min. from intersection Not allowed in public R.O.W. No lighting
Open House Advertising	Yes	All	4 s.f.	3 ft	Signs can be displayed one hour before and removed within an hour after the “Open House.”	Open houses can be Saturday and Sunday only A maximum of 5 signs in addition to 1 on premise sign allowed Signs must say, “Open House” with a directional arrow. May have the company name, logo, and/or home address. Permit sticker must be attached to the signs.

TEMPORARY SIGNS						
TYPE OF SIGN	PERMIT REQ.	DISTRICTS PERMITTED	MAXIMUM AREA	MAX HEIGHT & CLEARANCE	TIME LIMIT	REQUIREMENTS**
Multi-Family Rent or Lease	No	Multi-Family Districts	4 s.f.	3 ft	From Friday 5:30 PM till Monday 9:30AM	Can be Saturday and Sunday only A maximum of 5 on premise signs allowed
Sandwich Board Sign	No	Non-residential* "S", "L", "H" "I" & "MHC"	8 s.f.	4 ft	Only allowed during business hours	1 sign per lease space Non-illuminated freestanding A-frame style signs are permitted. Signs must be weighted down to provide stability. Signs must be placed within five feet of the building entrance. Signs must maintain a pedestrian path not less than four feet.
Church, charity & civic, <u>On-Premises</u>	Yes, no fee	All	50 s.f.	15 ft. max. for free-standing signs.	10 days prior to event, 30 days max.	On private property Not in R.O.W. No lighting
Church, charity/civic, <u>Off-Premises</u>	Yes, no fee	All	12 s.f.	3 ft. max. for free-standing signs.	10 days prior to event, 30 days max.	On private property Not in R.O.W. No lighting Removed 24 hr. after event
Real Estate Land Sale (vacant lot)	Yes	All	100 s.f.	15 ft.	Remove prior to development	1 acre min. 2 signs max. 1 per street frontage No lighting
Residential Construction	Yes	All Residentially zoned districts	32 s.f.	5 ft.	Remove upon final/C.O.	1 per 4 lots per street frontage No lighting
Commercial Construction	Yes	Non-residential* "S", "L", "H" "I" & "MHC"	32 s.f.	5 ft.	Remove upon final/C.O.	1 per 4 lots per street frontage No lighting
* Non-residential uses that are permitted in residentially zoned districts.						
**All signs are subject to setback regulations as set forth in Section 6-69 (c).						

Section 6-73. EXEMPTIONS

A permit shall not be required for any of the following signs; provided, however, such signs shall otherwise comply with all other applicable provisions of the sign code:

- (a) Standard maintenance, painting, repainting or cleaning of an existing advertising structure and not more than fifty percent (50%) of the sign is repaired, altered, or replaced. This exemption shall include but not be limited to theater marquees and similar signs that are specifically designed for the use of replaceable copy.
- (b) Government signs and signs for organizations sponsored by government including flags, insignia, legal notices, informational, directional, decorative displays for holidays, public demonstrations and traffic signs which are legally required or necessary to the essential functions of government agencies shall not be regulated by the sign ordinance.
- (c) Any traffic sign, public notice or warning required by a valid and applicable federal, state, or local law, regulation, or ordinance.
- (d) Directional signs, on premise not exceeding four (4) square feet in area and three (3) feet in height giving directions or instructions.
- (e) Menu board signs for drive-thru lanes at restaurants.
- (f) Gasoline pricing signs less than fifteen square feet (15 s.f.)
- (g) Signs that display the words "Now Hiring" and business name and do not include a commercial message or advertisement. Employment ads are exempt.
- (h) With the exception of multi-family zoned districts and non-residential uses that are permitted in residentially zoned districts, all other residentially zoned districts with a sign not exceeding nine (9) square feet in area, which advertises the sale, builder, construction, rental or lease of the premise shall be exempt. The sign shall be removed upon the completion of the construction, sale or lease of the premises.
- (i) Signs provided in Section 6-72 "Temporary Signs" shall be allowed for Special or Civic events. Balloons, inflatable's and feather flags shall be excluded from this provision.
- (j) Political signs as defined in Section 6-67.
- (k) Organization identification signs attached to a donation bin.
- (l) Traffic control signs on private property including but not limited to; "Stop", "Yield", "No Parking", "Towing", "Handicap Parking" and similar signs which contain no commercial message.
- (m) Directory signs on private properties.
- (n) "No Dumping Allowed" signs posted to deter illegal dumping.
- (o) Warning and security signs, including signs placed by a public utility for the safety, welfare, or convenience of the public, including, but not limited to signs identifying high voltage, public telephone, neighborhood watch or crime watch signs or underground cables.
- (p) Incidental signs

Section 6-74. PROHIBITED SIGNS

- (a) Unless allowed by State, local law or other City ordinances, off-premises advertising signs.
- (b) Billboard signs.
- (c) No signs shall be allowed in a public right-of-way excluding government signs, signs sponsored by government including flags, government insignia, government informational, government sponsored decorative displays for holidays, public demonstrations and traffic signs which are legally required or necessary to the essential functions of government agencies.
- (d) Unless allowed by State, local law or other City ordinances, signs attached to light fixtures, poles, curbs, sidewalks, gutters, utility poles, fences, railings and trees.

- (e) Signs which prevent free ingress to, or egress from any door, window, or fire escape.
- (f) Signs erected or displayed in such a manner as to obstruct free and clear vision at any location, street, intersection, or driveway. All signs placed at intersections shall prevent such problem by observing a sight triangle as provided for in the Development Codes.
- (g) Obscene signs in which the dominant theme of material taken as a whole appeals to a prurient interest in sex or is patently offensive because it affronts community standards relating to the description or representation of sexual matters and is utterly without redeeming social value.
- (h) Portable signs as defined in Section 6-67 Definitions.
- (i) "V" type signs with a face that protrudes from the opposite face at an interior angle greater than twenty five (25) degrees.
- (j) With the exception of illuminated Open/Closed signs in Section 6-70 "Sign Types" (h) 3, exposed neon tubing, luminous tubing, LED or any luminous lighting product that is specifically placed to draw attention to, shall not be used for display inside, outside, or outline of, any window or portion of a window in districts zoned "S", "L", "H", "T", "PUD", "MHC" and non-residential uses that are permitted in residentially zoned districts.
- (k) With the exception of illuminated Open/Closed signs in Section 6-70 "Sign Types" (h) 3, no other luminous signs shall be used for display in a window, or portion of a window in districts zoned "S", "L", "H", "T", "PUD", "MHC" and non-residential uses that are permitted in residentially zoned districts.
- (l) Exposed neon tubing, luminous tubing or any luminous lighting product shall not be used outside, or outline of any or portion of an exterior sign.
- (m) Signs illuminated to such intensity or in such a manner as to cause a glare or brightness to a degree that it constitutes a hazard or nuisance to traffic.
- (n) Spotlights or floodlights shall not be mounted on pole, pylon or monument signs for other reasons than for external illumination for the sign its self, specifically lights shall be located, aimed, or shielded so as to focus solely on the intended sign façade thereby reducing glare and stray light constituting a hazard or nuisance to traffic.
- (o) Search lights or flashing lights.
- (p) Any illuminated sign or portion of an illuminated sign with motion or visual impression that primarily changes through electronic means. Said signs include visual simulation of motion characteristic of chasing, running, blinking, oscillating, twinkling, changing colors or expanding or contracting light patterns.
- (q) Change the display of an image, graphic, text, color or information on any sign or any portion of any sign for a period less than once each eight (8) seconds.
- (r) Unless specifically approved by Planning and Zoning or City Council, roof signs. However, signs are allowed on building towers or other architectural features of the building.
- (s) Sign, Walker in a public right-of-way.
- (t) Structural or non-structural additions or attachments to monument signs, excluding structural modifications for which a valid permit has been issued.
- (u) Balloons, inflatables and feather flags shall not be allowed for display for Special or Civic events.
- (v) Balloons, inflatables and feather flags shall not be allowed for display on multifamily or commercially zoned properties.
- (w) Unless specifically allowed in Section 6-72 "Temporary Signs", feather flag type signs used to bring attention to, or advertising displays including blade, feather, shark fin, swooper, teardrop, triangular and wind flags shall be prohibited.
- (x) Any sign not specifically permitted by this ordinance.

ORDINANCE NO. 15-

AN ORDINANCE AMENDING CHAPTER 114. "TRAFFIC AND VEHICLES," ARTICLE V. "STOPPING, STANDING AND PARKING," DIVISION 1. "GENERALLY," SECTION 114-154. "PARKING OF COMMERCIAL VEHICLES ON RESIDENTIAL PROPERTY" OF THE CITY OF BEDFORD CODE OF ORDINANCES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; CONTAINING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas has the authority to amend and enact ordinances; and,

WHEREAS, the City Council of Bedford, Texas determines the necessity to amend the ordinance defining an all-weather parking surface.

NOW, THEREFORE, BE IT ORDAINED 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. Chapter 114. "Traffic and Vehicles," Article V. "Stopping, Standing and Parking," Division 1. "Generally," Section 114-154. "Parking of commercial vehicles on residential property" of the City of Bedford Code of Ordinances shall read in its entirety as follows:

Sec. 114-154. - Parking of commercial vehicles on residential property.

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

All weather parking surface means concrete, or asphalt paving, or an alternative contiguous parking surface constructed from concrete, brick, natural stone or pavers with base material suitable for vehicle parking. Approved parking surface may also be constructed of decomposed granite on compacted sub-grade and shall meet the following standards:

- Must be contained and clearly defined from the rest of the yard by lowering the ground surface to allow the top parking surface to be even with the existing yard, or by using some type of barrier such as landscape edging, bricks, concrete edging or similar treatment, and;
- Shall be vegetation free and not allow "rutting".

Commercial vehicle means any vehicle with a rated capacity of one ton with a business insignia or any vehicle with a manufacturers classification of larger than one ton including trucks, tractors, trailers, semi-trailers, buses and any vehicle used in the transportation of property or persons for hire.

Motor vehicle means every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

Parking means the standing of a vehicle, whether occupied or not, other than temporarily for the purpose of and actually engaging in loading or unloading of merchandise or passengers.

Screening fence means a barrier of stone, brick, pierced brick, block, uniformly colored wood or other permanent material which forms a visual barrier of equal character, density and design at least six feet in height.

Vehicle means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, except devices used exclusively upon stationary rails or tracts.

(b) Parking prohibited.

ORDINANCE NO. 15-

- (1) It shall be unlawful to park any vehicle anywhere within the city limits when such creates an obstruction to traffic or a danger to other vehicles.**
- (2) It shall be unlawful to park a commercial vehicle upon the streets, alleys, sidewalks or other public areas, or within or adjacent to any area zoned as a single-family dwelling district, two-family dwelling district, or multiple-family dwelling district as established by the city zoning ordinance, except for and during the loading or unloading of property or passengers.**
- (3) It shall be unlawful to park a commercial vehicle within the city limits on private property not used for commercial purposes, except for loading, unloading or construction purposes.**
- (4) It shall be unlawful for any person to park or cause to suffer, maintain or allow to be parked upon any property under his control any automobile, bus, truck, motorcycle, motor home, camper, trailer, boat or any such vehicle on any yard in front or on the side of a single-family residence, duplex or townhouse, unless the area upon which such vehicle is parked is provided with an all-weather parking facility.**
- (5) Parking of vehicles may be off an all-weather parking facility in residential side yards, behind an imaginary line extending perpendicularly from the front corner of the residential structure to the side lot line, when the area upon which the vehicle is parked is enclosed by a screening fence at least six feet in height.**
- (6) Parking of vehicles may not be off an all-weather parking facility in residential yards except when the residence is adjacent to Brown Trail in the 1000 block (east side only).**

SECTION 3. That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.

SECTION 4. That if any section, paragraph, clause, phrase, or provision of this ordinance, shall for any reason be held to be invalid or unenforceable, the validity or unenforceability of such section, paragraph, clause, phrase, or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. That this ordinance shall be in full force and effect from and after its passage.

PRESENTED AND PASSED this 8th day of December 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

ORDINANCE NO. 15-

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Jeff Gibson, Police Chief

DATE: 12/08/15

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the Tarrant County Sheriff's Department for participation in the Tarrant County Combined Narcotics Enforcement Team Interlocal Assistance Agreement (CNET ILA).

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Police Department, along with other participating Tarrant County police agencies have agreed to combine their resources to create the Tarrant County Combined Narcotics Enforcement Team (CNET).

Member cities recognize the need for combined resources to provide intelligence, investigate complaints, conduct covert operations, training, investigations, arrests, and provide other agencies assistance in an effort to combat narcotics related issues. Currently, Bedford is a member agency in a MOU with the Tarrant County Narcotics Intelligence Coordination Unit (TCNICU). The Tarrant County District Attorney's Office is terminating that MOU effective December 31, 2015. The requested MOU with CNET will allow the City of Bedford to function in a similar role and with no additional manpower or resource requirements.

The MOU outlines the purpose, participation, privileges, and power as part of a cooperative multi-jurisdictional investigative and enforcement team.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and Tarrant County for participation in the Tarrant County Combined Narcotics Enforcement Team Interlocal Assistance Agreement (CNET ILA).

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Memorandum of Understanding

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF BEDFORD AND THE TARRANT COUNTY SHERIFF'S DEPARTMENT FOR PARTICIPATION IN THE TARRANT COUNTY COMBINED NARCOTICS ENFORCEMENT TEAM INTERLOCAL ASSISTANCE AGREEMENT (CNET ILA).

WHEREAS, the City Council of Bedford, Texas has determined the sale and distribution of illegal drugs, and the violence that often accompanies such illegal enterprises, is an important health and safety concern to Tarrant County, the City of Bedford, Texas, and its citizens; and,

WHEREAS, those who engage in such illegal enterprise do so without regard to governmental jurisdictions or boundaries; and,

WHEREAS, the City Council of Bedford, Texas has determined that a cooperative effort between law enforcement agencies and Tarrant County is effective in detecting and deterring the activities of targeted criminal groups to the mutual benefit of all neighboring municipalities and contiguous counties.

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 hereby authorizes the City Manager to enter into a Memorandum of Understanding with Tarrant County, authorizing the Police Department's participation in the Tarrant County Combined Narcotics Enforcement Interlocal Assistance Agreement.

PRESENTED AND PASSED this 8th day of December 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

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

THIS ORIGINAL
EXECUTED BY TARRANT COUNTY

**THE TARRANT COUNTY COMBINED NARCOTICS ENFORCEMENT TEAM
INTERLOCAL ASSISTANCE AGREEMENT**

WHEREAS the sale and distribution of illegal drugs, and the violence that often accompanies such illegal enterprises, is an important health and safety concern to Tarrant County and its citizens; and,

WHEREAS those that engage in such illegal enterprise do so without regard to governmental jurisdictions or boundaries; and,

WHEREAS the detection, apprehension, and prosecution of individuals who engage in such illegal activities is often hindered because the area in which the criminal offender operates is often greater than the jurisdiction of the individual peace officers called upon to investigate such crimes; and,

WHEREAS past experience has indicated that a cooperative effort between law enforcement agencies and Tarrant County has been effective in detecting and deterring the activities of targeted criminal groups to the mutual benefit of all neighboring municipalities and contiguous counties; and,

WHEREAS for these purposes, under the auspices of the Tarrant County Criminal District Attorneys' Office, certain municipal law enforcement agencies have engaged in such a cooperative arrangement for over twenty five years; and,

WHEREAS the current participants of this organized effort, including the Tarrant County Criminal District Attorney, desire that this endeavor continue under the auspices of the Tarrant County Sheriff's Office in a manner set forth herein; and,

WHEREAS pursuant to Chapter 362 Texas Local Government Code, Chapter 791 of the Texas Government Code, and other relevant laws of the State of Texas, the principal entities to-wit: Tarrant County, Texas, the Tarrant County Criminal District

Attorney, and the Tarrant County Sheriff, hereby agree to participate in, and be a part of cooperative multi-jurisdictional investigative and enforcement effort, which is herein known and designated as the Tarrant County Combined Narcotics Enforcement Team (CNET).

NOW, THEREFORE, BE IT KNOWN BY THESE PRESENTS:

That Tarrant County, Texas, acting by and through its duly authorized County Judge, the Criminal District Attorney of Tarrant County, the Sheriff of Tarrant County, and the agencies that have executed, are executing, or will execute substantially similar copies hereof at this time or in the future during the time that this agreement is in force, acting herein by and through their duly authorized chief administrative officer, do hereby covenant and agree as follows:

COMBINED NARCOTICS ENFORCEMENT TEAM

The Tarrant County Combined Narcotics Enforcement Team (hereinafter referred to as "Team") will be a part of the Tarrant County Sheriff's Office, for administrative purposes. The activities of the Combined Narcotics Enforcement Team shall be supervised by a Board of Governors, consistent with this agreement and the terms of all governing statutes and agreements. This Board will include as permanent voting members a member of the Tarrant County Commissioners Court or its designee, the Tarrant County Criminal District Attorney, and a Chairperson, who shall be the Tarrant County Sheriff. The Tarrant County Commissioners Court hereby designates the County Administrator as its representative to the Board of Governors. Additionally, the Board will consist of the Chief Law Enforcement Officer (CLEO) from every additional agency that participates in the Team by providing personnel. Ex officio members of the Board shall include an appropriate executive level designee from the local offices of the U.S. Drug Enforcement Administration and the Texas Department of Public Safety Criminal Investigations Division. Other ex officio members, if any, may be added by agreement of the voting members. Any and all ex officio members shall be non-voting.

The Board of Governors shall have the responsibility for policy, direction, and control of the Team. The Board of Governors will have direct responsibility for the selection of a Commander for the Team, who shall be an employee of Tarrant County.

The Board will monitor the activities and accomplishments of the Team to ensure orderly progress towards attainment of all stated objectives and shall meet at least annually.

There will be one unit, a Team, which may form sub-groups, or sectors, as appropriate. The activities and investigations of these sub-groups, or sectors, may be led by a Team member holding supervisory rank at the direction of the Commander of the Team. These sub-groups, teams, or sectors, will have the duties assigned to them by the Team supervisor at the approval of the Commander.

INVESTIGATIONS AND ENFORCEMENT ACTIVITIES

The investigation of offenses concerning illegal or controlled substances and dangerous drugs may be coordinated through the Team. All relevant or related intelligence received by a law enforcement agency that is a party to this agreement may be referred to the Team for investigation. The assigned officers will respond to complaints in a timely manner. The Team will conduct covert operations, training, investigations, arrests, and provide assistance to other agencies in an effort to combat these and related offenses.

ASSET SEIZURE

There is hereby created a certain fund to be known as the Tarrant County Combined Narcotics Enforcement Team Asset Forfeiture Fund (hereinafter called "Fund"), said Fund to be created in compliance with State law. The purpose of the fund shall be to augment Team operations, consistent with applicable state laws. The funds awarded and deposited therein shall be distributed in accordance with this agreement.

Asset seizures developed by the Team in Tarrant County, under Chapter 59, Code of Criminal Procedure, will be prosecuted by the Tarrant County Criminal District Attorney's Office. The decision to try, dismiss or settle asset seizure cases will be made by the Tarrant County Criminal District Attorney; the Team will abide by that decision.

FORFEITURE POLICY

Cash, cash equivalents or any similar instrument, seized for forfeiture shall be placed with the Tarrant County Criminal District Attorney's Office as indicated by

Chapter 59.08, Texas Code of Criminal Procedure until a final award is made.

Upon final disposition, the property awarded to the Tarrant County Criminal District Attorney, as the Attorney Representing the State, will be administered in accordance with chapter 59, Texas Code of Criminal Procedure. If awarded property is sold, it will be sold in any commercially reasonable manner. Any proceeds from the sale of the awarded property will be divided as set out in this agreement.

Upon final disposition of the forfeiture action, and after all costs and fees incurred have been paid from the forfeited monies made the subject of that forfeiture proceeding, including but not limited to outstanding liens on property, maintenance costs, and litigation costs, any and all remaining monies, cash, cash equivalents, interest accrued and all awarded property shall be distributed in accordance with chapter 59, Texas Code of Criminal Procedure and this agreement.

Upon entry of a judgment in a judicial proceeding awarding monies, cash, cash equivalents, other similar instruments or other proceeds to the Tarrant County Combined Narcotics Enforcement Team, all said monies, cash, cash equivalents, other similar instruments or proceeds will be, within a reasonable time, deposited in the Tarrant County Combined Narcotics Enforcement Team Forfeiture Fund. The monies and proceeds in this Fund must be used to further the purpose of the Team or distributed in accordance with Chapter 59, Texas Code of Criminal Procedure and the terms of this agreement.

All forfeiture funds and any other generated program income shall be subject to audit by the Tarrant County Auditor and the Texas Office of the Attorney General.

Any awarded property other than money seized by a Team officer that is the subject of a final forfeiture judgment shall be forfeited to the state and transferred to the Team to be used to further the purpose of the Team. Awarded personal property may be sold at auction, or any other commercially reasonable manner in accordance with law and Tarrant County policy, and the proceeds deposited in the Fund or distributed in accordance with Chapter 59, Texas Code of Criminal Procedure and the terms of this agreement.

DIVISION OF AWARDED PROPERTY

Property other than money, seized by officers assigned to the Team which is forfeited and awarded to the State will be transferred to the Team and thereafter, will be governed by this agreement and Chapter 59, Texas Code of Criminal Procedure.

Monies shall be divided in the following manner:

1. 40% to be deposited in a special fund in the county treasury for the benefit of the office of the Criminal District Attorney, Tarrant County;
2. 20% to be deposited in a special fund in the county treasury to be used for the official purposes of the Tarrant County Sheriff's Office;
3. 40% will be awarded to the remaining participating law enforcement agencies, and deposited in the Fund. Any further distribution and accounting will be the responsibility of the Team. Distributions from the Fund will be disbursed periodically to the participating agencies in a manner proportional with each agency's number of assigned officers.

In the event the Team is dissolved all remaining forfeited assets seized under Chapter 59, Code of Criminal Procedure shall be transferred to the Tarrant County Criminal District Attorney for disposal in accordance with law. All participating agencies agree that equipment purchased with funds made available for the specific use of the Team shall be under the care, custody, and control of the Team. If and when this agreement is terminated, equipment may be subject to equitable sharing of the participating agencies upon written request and subsequent approval of the Board of Governors in a manner proscribed by law; provided however, the requirements of a superseding agreement or contract concerning the disposal of equipment or monies shall be honored.

STATUS OF PEACE OFFICERS

Any peace officer assigned to the Team by a government entity which is a party to this agreement shall be empowered to enforce all laws and ordinances applicable in the jurisdiction of the Tarrant County and municipal entities signatory to this agreement,

including the power to make arrests, execute search warrants, and investigate relevant offenses outside of the geographical jurisdiction from which he or she is assigned, but within the area covered by the jurisdictions of the counties and municipal entities which are parties to this agreement.

A peace officer who is assigned, designated, or ordered by the sponsoring agency to perform law enforcement duties as a member of the Team, shall receive the same wage, salary, pension and all other compensation and all other rights for such service, including injury or death benefits and workers' compensation benefits, as though the service had been rendered within the limits of the entity from which he or she was assigned. Recognizing the benefits to a participating entity to this agreement, it is agreed that all wage and disability payments, including workers' compensation benefits, pension payments, damage to equipment and clothing, medical expense and expense of travel, food and lodging shall be paid by that peace officer's sponsoring agency. Individuals assigned to the Team that are not Tarrant County Sheriff's Office employees will not work overtime that is not reimbursable to the individual's home agency, without prior approval from their home agency supervisor. Instead, they will be permitted to flex their work hours as necessary to accomplish Team objectives and assignments.

Except in accordance with the terms of a superseding contract or agreement, each party to this agreement, when providing services of personnel, expressly waives the right to receive reimbursement for services performed or equipment utilized under this agreement even though a request for such reimbursement may be made pursuant to Chapter 362, Texas Government Code.

It is further agreed that, in the event any peace officer assigned to the Team is cited as a party defendant to any civil lawsuit, state or federal, arising out of his or her official acts while functioning as a peace officer assigned to the Team, said peace officer shall be entitled to the same benefits that such officer would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member and in the jurisdiction of the law enforcement agency from which he or she was assigned. Further, no entity shall be responsible for the acts of a peace officer of another entity assigned to the Team.

GENERAL PROVISIONS

Each party to this agreement expressly waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement.

Third party claims against members shall be governed by the Texas Tort Claims Act or other appropriate statutes and laws of the State of Texas and the United States.

It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

Each party to this agreement agrees that if legal action is brought under this agreement, the venue shall lie in Tarrant County. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This agreement shall become effective as to a party hereto on the day of the execution of the agreement by the party. This agreement may be amended or modified by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement. This instrument contains the complete agreement of the parties hereto and any oral modifications, or written amendments not incorporated to the agreement, shall be of no force or effect to alter any term or condition herein.

To minimize the administrative difficulty of signature between the many parties, each city or other law enforcement entity will sign a substantially similar agreement with Tarrant County; however, each party signing substantially similar copies is immediately bound one to another to all other entities participating during the time said agreement is

in force as to said entity, even though the parties' signatures appear on different copies of the substantially similar copies. Any entity being added after the agreement is in effect need only sign the documents which Tarrant County signs to be fully a party bound to all other parties, and such signature shall, as of the date of the signing, have the same force and effect as between the joining and already-bound members as if a single document was signed simultaneously by all then-participating entities. All parties currently participating in this original agreement, if any, are identified in Exhibit "A".

The Team established by this agreement is subject to the conditions herein contained, and on such conditions lawfully added by amendment or by law, and not for any purpose or period beyond that permitted by such amendment or law.

This instrument contains all commitments and agreements of the parties, and no oral or written commitments have any force or effect to alter any term or condition of this agreement, unless the same are done in proper form and in a manner constituting a bona fide amendment hereto.

The parties agree that their collective agreement may be evidenced by the execution of an identical counterpart of this instrument by the duly authorized official(s) of each participant and the failure of any anticipated member to enter into or renew this agreement shall not affect the agreement between and among the parties executing the agreement.

BUDGETARY MATTERS

Where permissible under this agreement, participating entities entitled to reimbursement must submit requests for reimbursement through the Tarrant County Auditor's Office, 100 E. Weatherford Street, Fort Worth, TX 76196.

CONFIDENTIAL FUNDS

The disbursement and reimbursement of confidential funds using money held in the relevant Tarrant County accounts, will be conducted in accordance with the current Tarrant County Sheriff's Office policy, and attached as Exhibit "B" and "C," concerning the management of confidential informants, to include the purchase of information, and the purchase of evidence.

TERMINATION

Any party to this agreement may terminate its participation or rights and obligations as a party by providing (30) days written notice to the Board of Governors of the Tarrant County Combined Narcotics Enforcement Team, 200 Taylor Street, 7th Floor, Plaza Building, Fort Worth, Texas 76196. Such termination shall have no effect upon the rights and obligations of the remaining parties under this agreement.

SIGNED ON THE DATES BELOW SHOWN.

WITNESSETH:

TARRANT COUNTY, TEXAS

B. GLEN WHITLEY, COUNTY JUDGE

DATE

TARRANT COUNTY SHERIFF

DEE ANDERSON, SHERIFF

DATE

TARRANT COUNTY CRIMINAL DISTRICT ATTORNEY

SHAREN WILSON, CRIMINAL DISTRICT ATTORNEY

DATE

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

TARRANT COUNTY COMBINED NARCOTICS ENFORCEMENT TEAM

Board of Governors – January 1, 2016

Founding Members

Dee Anderson - Chairman
Sheriff – Tarrant County Texas
200 Taylor St., 7th Floor, Plaza Bldg.
Fort Worth, Texas 76102
817-884-3099

B. Glen Whitley, Founding Member
County Judge – Tarrant County Texas
100 E. Weatherford, Ste. 501
Fort Worth, Texas 76196-0101
817-884-1441

Judge's designee: G.K. Maenius
Tarrant County Administrator
100 E. Weatherford, Ste, 404
Fort Worth, Texas 76196-0101
817-884-1267

Sharen Wilson, Founding Member
Criminal District Attorney – Tarrant County Texas
401 W. Belknap
Fort Worth, Texas 76196-1667
817-884-1400

Participant Agencies Members

None at this time.

Ex Officio Members

David Franklin - Captain
Texas Department of Public Safety
Criminal Investigations Division
624 NE Loop 820
Hurst, Texas 76053
817-299-1360

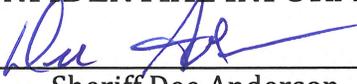
Mike Ferry - RAC
U.S. Drug Enforcement Agency
801 Cherry Street, Ste. 700
Fort Worth, Texas 76102
817-639-2000

EXHIBIT B: CONFIDENTIAL INFORMANT POLICY

TARRANT COUNTY SHERIFF'S OFFICE SPECIAL DIRECTIVE



SUBJECT: **CONFIDENTIAL INFORMANTS**

APPROVED: 
Sheriff Dee Anderson

EFFECTIVE: 11/18/2015

1.01 POLICY, GENERAL GUIDELINES, AND DEFINITIONS

A. Policy Statement:

The use of confidential informants is judicially recognized as an occasionally necessary tool for successful investigation and prosecution of individuals involved in illegal, illicit and/or clandestine operations. Their use must be carefully regulated, however, to avoid compromising the integrity of investigators, the reputation of the department, and jeopardizing prosecution. This section contains guidelines to be followed by all personnel who use informants.

B. Generally:

1. As a general rule, any standard operating procedure (SOP) informed by this policy must, and shall, include or accommodate:
 - a. the creation of an informants master file;
 - b. the creation and maintenance of a file on each informant that includes biographical and background information, criminal history record, if any, and records of contact with, and used, of the informant;
 - c. a method of keeping informant file contents, informant identity, and assignment of codes for informants;
 - d. criteria for payment consistent with this directive and the directive governing the confidential imprest fund;
 - e. precautions to be taken with informants;
 - f. a prohibition on the use of juvenile informants; and
 - g. a prohibition of personal relationships between investigators and criminal informants.

C. Definitions:

1. **Pending Criminal Charges**: Those charges that have been formalized and filed with a competent jurisdiction for prosecution but have not been adjudicated. This does not include charges of an Arrestee that have not been formally filed for prosecution. This does include both felony and misdemeanor charges.
2. **Arrestee**: An individual who is under arrest for an offense considered victimless (i.e. Possession of a Controlled Substance, Possession of Drug Paraphernalia, immediate disposition on traffic, traffic warrants, traffic citations, etc.) other than DWI or any offense involving a weapon or violence that has no pending criminal charges and is eligible for being immediately released.
3. **Controlling Investigator**: The investigator responsible for establishing and/or maintaining a Confidential Informant.

EXHIBIT B: CONFIDENTIAL INFORMANT POLICY

4. *Source of Information/Witness*: an individual who desires to supply information to the police of a specific crime, whether or not they are willing to testify in court, but who does not desire to work for compensation or as an agent of a peace officer. Such individuals are not considered and informant under this policy.

D. Categories of Confidential Informants:

1. *Criminal Informant*: An individual, not under the age of 18, who possesses a criminal history or a propensity to be involved in criminal behavior, and who desires to provide information for monetary compensation and/or consideration in a criminal case.
2. *Citizen Informant*: An individual, not under the age of 18, who desires to work as an agent for monetary compensation at the direction of a peace officer, and who is in a position to provide information concerning criminal activity, but whose lifestyle is not characteristic of someone involved in criminal activity.

1.02 ESTABLISHING A CONFIDENTIAL INFORMANT (CI)

A. An investigator desiring to establish any person as a criminal or citizen Confidential Informant must accomplish the following:

1. The investigator shall interview the person to determine their true identity and motives for becoming a Confidential Informant and identify specifically what the person is capable of doing.
2. The investigator shall perform a background investigation that includes checking the Confidential Informant File and other department records to determine:
 - a. the existence of any criminal history, driver's license record, wanted status, and pending criminal cases;
 - b. if the person has been an informant for this agency or any other agency in the past;
 - c. if the person is currently an informant for any other agency or unit within this agency;
 - d. if the person is currently under investigation; and
 - e. if the person is on probation, parole, or community supervision.
3. If the prospective informant is on probation, parole, or community supervision, the investigator must obtain written authorization from the appropriate entity (Judge, Parole Board, Tarrant County Criminal District Attorney's ~~Special Referral Committee~~ Office) to use the person as an informant, and incorporate copies of all correspondence to the authorities and the original of all correspondence from the authorities into the informant's file.
4. The investigator shall prepare a memorandum for the unit supervisor that contains the findings of the inquiry required above along with all supporting documentation required by this subsection.

B. The unit supervisor shall:

1. review information received and make a determination as to the proper classification of the Confidential Informant;
2. make approvals or disapprovals required by this directive;

EXHIBIT B: CONFIDENTIAL INFORMANT POLICY

3. cause Confidential Informant Files to be created in accordance with this directive;
 4. assign a Controlling Investigator as required by this directive; and
 5. create a master confidential informant file containing the identities of all informants under the control or management of unit.
- C. If the prospective Confidential Informant has pending criminal charges, the investigator must:
1. confer with the unit supervisor to determine:
 - a. what charges are pending;
 - b. the entity with competent jurisdiction over the charges;
 - c. what the individual has to offer as a Confidential Informant; and
 - d. which of the following considerations, if any, is to be recommended to the prosecutor for offer to the individual:
 - (1) probation;
 - (2) deferred adjudication;
 - (3) plea bargain; or
 - (4) dismissal of charges;
 2. obtain preliminary approval from the unit supervisor to proceed with establishing of the informant file;
 3. obtain verbal approval from a prosecutor – preferably the prosecutor responsible for the prosecution of the pending charges – from the jurisdiction in which the charges are filed, to use the person as an informant in exchange for favorable treatment in prosecution;
 4. inform the prosecutor they will be receiving:
 - a. for their review, a written memorandum containing the determinations and recommendations required by this directive; and
 - b. a Confidential Informant Agreement for their review and signature indicating approval of the agreement;
 5. deliver the items specified above with correspondence addressed as instructed by the prosecutor that identifies:
 - a. the prospective Confidential Informant;
 - b. the desired objective to be achieved as a result of the assistance of the prospective Confidential Informant;
 - c. the manner in which the prospective Confidential Informant is to be used; and
 - d. an estimated time from in which the prospective Confidential Informant will be expected to fulfill their obligation to the agreement;
 6. maintain a copy of the written correspondence in the Confidential Informant File; and
 7. upon receipt of written approval from the prosecutor, incorporate the correspondence and approved Confidential Informant Agreement into the Confidential Informant File.
- D. If the prospective informant is an Arrestee, as defined in this directive, the investigator shall confer with the unit supervisor to:

EXHIBIT B: CONFIDENTIAL INFORMANT POLICY

1. discuss the arrest charges of the prospective Confidential Informant;
 2. discuss what the arrestee has to offer as a Confidential Informant; and
 3. determine the disposition of the Arrestee, to wit:
 - a. release the Arrestee with charges pending; or
 - b. require the Arrestee to post bond prior to use as a Confidential Informant.
- E. If the person is a Citizen Informant, the investigator must:
1. prepare a memorandum to the unit supervisor that:
 - a. identifies the prospective Confidential Informant;
 - b. specifies the desired objective to be achieved as a result of the individual's assistance;
 - c. describes the manner in which the prospective Confidential Informant is to be used; and
 2. submit all complied information and documents to the unit supervisor for inclusion in the Confidential Informant File.
- F. Before any individual may be approved to be an informant, the investigator must:
1. inform the individual of the Sheriff's Office regulations concerning informant conduct;
 2. obtain the individual's signature indicating an understanding of and willingness to comply with Confidential Informant Guidelines, or, a Confidential Informant Agreement form if the person has pending criminal charges or is an Arrestee who was released with charges pending;
 3. obtain photographs of the prospective informant;
 4. obtain the prospective informant's fingerprints; and
 5. submit all complied information and documents to the unit supervisor for inclusion in the Confidential Informant File.
- G. Release of an Arrestee Pending Charges:
1. Law enforcement recognizes that on occasion valuable information or assistance, critical to the success of significant investigations, may be obtained by allowing a unit supervisor to authorize the release of an Arrestee with charges pending, for the purpose of immediate use as a Confidential Informant. Such authorization is contingent on the following:
 - a. Verified residency of the Arrestee in Tarrant County or an immediately adjacent county;
 - b. Verified identity of the Arrestee;
 - c. The charges against the Arrestee did not involve violence or a firearm;
 - d. The Arrestee does not have a significant criminal history or a criminal history indicating the propensity to commit violent acts or carry firearms;
 - e. The Arrestee can provide information that is detailed and verifiable, indicating a strong likelihood that the informant's assistance can further the mission of the unit;
 - f. The Arrestee indicates the ability to immediately perform as a Confidential Informant and is willing to perform before being officially released;
 - g. The Arrestee was not arrested for an offense with a named victim; and

EXHIBIT B: CONFIDENTIAL INFORMANT POLICY

- h. The Arrestee is not under arrest pursuant to an arrest warrant produced by another division, or another agency, excluding class "C" traffic warrants.
2. The continued release and use of an Arrestee as a Confidential Informant is subject to review of the file and approval by the command official responsible for the unit above the rank of Sergeant.

1.03 ACTIVATING / DEACTIVATING AN INFORMANT

A. Activating a Confidential Informant:

1. A Confidential Informant is considered active only after approval of a Confidential Informant File as specified above.
2. A unit supervisor must meet with the Controlling Investigator and the Confidential Informant to concur with the activation.
3. An inactive Confidential Informant may be reactivated if:
 - a. evaluations from the Confidential Informant File indicates the Confidential Informant was inactivated in good standing;
 - b. the inactive Confidential Informant's criminal history and arrest status meets all other requirements of this directive;
 - c. all documentation in the confidential informant's file is current;
 - d. the investigator has completed and forwarded, through the chain of command, a memo to the unit supervisor requesting reactivation and specifying the intended use of the Confidential Informant; and
 - e. the reviewing supervisor has approved the reactivation.

B. Deactivating a Confidential Informant:

1. A Confidential Informant will be deactivated when the informant:
 - a. requests deactivation;
 - b. fails to prove reliable;
 - c. fails to fulfill an obligation outlined in the Confidential Informant Agreement form;
 - d. has not been in contact with the Controlling Investigator for two months;
 - e. breaches the agreement to comply with the Confidential Informant Guidelines; or
 - f. when so ordered by a supervisor.
2. A Controlling Investigator of a proposed deactivated Confidential Informant will immediately submit a memo to the unit supervisor that:
 - a. provides a summary evaluation of the confidential informant's performance to date;
 - b. requests the Confidential Informant be deactivated;
 - c. identifies specifically why the Confidential Informant is being deactivated; and
 - d. determines if the Confidential Informant is eligible for reactivation in the future.
3. A unit supervisor receiving a deactivation request will:
 - a. initial all documentation received; and
 - b. place all documentation for deactivation in the Confidential Informant File.

EXHIBIT B: CONFIDENTIAL INFORMANT POLICY

1.04 USE OF CONFIDENTIAL INFORMANTS

A. When used judiciously, confidential informants are a valuable resource that must be developed and maintained in a professional manner. One of the greatest hazards facing an investigator in the use of confidential informants is allowing a close personal relationship to develop that can affect the investigator's professional objectivity. The relationship between a Confidential Informant and an investigator must at all times remain on a professional level. Fraternalization with a Confidential Informant in any manner other than an official capacity could cause an investigator to lose investigative objectivity, compromise the integrity of the Sheriff's Office and the investigator, and/or could harm the investigation. Such fraternization will be considered a violation of policy. Personal relationships are strictly prohibited. No personnel will engage in any business or other financial dealings on a personal basis with any Confidential Informant.

B. Control and Supervision:

1. Each Confidential Informant will have a designated Controlling Investigator, designated by the unit supervisor. As a general rule, the Controlling Investigator will be the investigator responsible for developing and documenting an individual as a Confidential Informant. However, the unit supervisor may assign another investigator as Controlling Investigator where the unit's needs and circumstances dictate.
2. The Controlling Investigator is primarily responsible for:
 - a. acting as a liaison and point of contact between the Sheriff's Office and the Confidential Informant;
 - b. keeping supervision informed of any meeting with or any use of the Confidential Informant;
 - c. preparing and maintaining ongoing written evaluations of any activities performed by the Confidential Informant;
 - d. submitting all written evaluations of the Confidential Informant to a supervisor;
 - e. documenting all payments made to the Confidential Informant;
 - f. submitting all necessary documents of payment to a supervisor;
 - g. immediately reporting any misconduct by the Confidential Informant to a unit supervisor; and
 - h. immediately reporting any violations of the Confidential Informant Agreement to a unit supervisor; and complying with all relevant provisions of the department's policy concerning confidential imprest funds.
3. Meetings with a Confidential Informant must occur away from department offices, shall be witnessed by another investigator, and must be approved in advance by a unit supervisor. All significant contacts and meetings with an informant, and information obtained at the meetings, will be documented in writing and retained in the confidential informant's file.

C. Paying Confidential Informants:

1. All payments to a Confidential Informant must be made in accordance with the department's policy on confidential imprest funds. The policy's significant elements require that:
 - a. in order to receive a payment, a Confidential Informant must be in an "active" status, as specified in this directive;
 - b. all payments to a Confidential Informant require prior approval by a unit supervisor;
 - c. all payments to a Confidential Informant must be documented on that particular informant's pay log; and

EXHIBIT B: CONFIDENTIAL INFORMANT POLICY

- d. all payments to a Confidential Informant must be documented with a receipt, signed and dated by the informant in the presence of the paying investigator and a witness.
2. An investigator making payment to a Confidential Informant must submit the signed receipt and a written evaluation of the Confidential Informant's performance to a unit supervisor for review and inclusion in the Confidential Informant File.

D. Informant Performance Evaluation:

Documentation should be made on completion of any performance by a Confidential Informant and forwarded to a unit supervisor for inclusion into the Confidential Informant File.

E. Confidential Informant Files:

1. Confidential Informant files will be kept secure and maintained in the controlling unit's office.
2. Only the unit supervisors will have access to the Confidential Informant files.
3. Confidential Informant files will be kept in a locked cabinet to which only the unit supervisors will have access.
4. The Confidential Informant files are not to leave the confines of the unit offices except on the authority of the unit commander or a supervising Chief Deputy.
5. Any Confidential Informant File pulled must be returned to the File by the end of the shift.
6. Each Confidential Informant File will be assigned a unique number by the unit supervisor.
7. A missing Confidential Informant File is to be reported immediately to the unit commander.
8. Duplication of Confidential Informant Files requires approval of the unit commander.

F. Supervisory Responsibilities:

1. Unit supervisors are to ensure a complete and thorough Confidential Informant File is kept on every informant.
2. Unit supervisors are to indicate review and approval of each document by affixing initials and date of the review thereto.
3. Unit supervisors are to approve or disapprove the use of prospective confidential informants.
4. The files of active Confidential Informants are to be inspected by a unit supervisor every two (2) months.
5. A unit supervisor may immediately assigned all approved Confidential Informants a confidential informant number, ensure Confidential Informant File is created, enter files on the informant master log, and keep files and the master log in a designated locking cabinet.
6. Unit supervisors are to keep a record of the results of all Confidential Informant File inspections.

EXHIBIT C: INFORMANT FUNDS POLICY

TARRANT COUNTY SHERIFF'S OFFICE SPECIAL DIRECTIVE



SUBJECT: **CONFIDENTIAL IMPREST FUNDS**

APPROVED: *Dee Anderson*
Sheriff Dee Anderson

EFFECTIVE: 11/18/2015

1.01 PURPOSE, POLICY, DEFINITIONS

A. Purpose:

The purpose of this policy is to establish accounting and control procedures for monies in a Confidential Imprest Fund (CIF).

B. Policy Statement:

It is the policy of this law enforcement agency to maintain stringent control over all Confidential Imprest Fund monies used by the agency, and to ensure that the funds are used only for authorized purposes.

C. Definitions:

1. Authorized Cashier: A bonded employee identified in accordance with this directive that is authorized to make disbursements of monies from a given Confidential Imprest Fund.
2. Confidential Imprest Fund (CIF): A petty cash accounting and internal control system that provides officers with investigative expense monies principally for the furtherance of covert criminal investigations, however, other investigative units may have a CIF when authorized by the Sheriff and approved by the Commissioners Court under the provisions of this directive.
3. Confidential Imprest Fund Manager: The manager is an *authorized cashier*, holding supervisory rank, with overall responsibility to dispense, control, monitor, and account for, the monies in a Confidential Imprest Fund.
4. Independent External Audit: Audit of a CIF performed by an entity outside the Tarrant County Sheriff's Office (normally the Tarrant County Auditor's Office), not less than annually.
5. Departmental Audit: An audit of a CIF conducted by an assigned member of the department's division responsible for the finance and accounting function, not less than quarterly.
6. Purchase of Services (PS): A category of expense that includes travel or transportation of an officer or informant; hotel or motel expense; meals, beverages, and entertainment; or

EXHIBIT C: INFORMANT FUNDS POLICY

similar expenses for undercover purposes, or for similar effect, legitimately needed to create or establish a covert identity or appearance, within reasonable limits.

7. Purchase of Information (PI): A category of expense that includes the payment of monies to an informant for specific information. All other informant expenses would be classified under PI and charged accordingly.
8. Purchases of Evidence (PE): A category of expense used for the purchase of evidence and/or contraband that includes, but is not limited to, stolen property, narcotics or other illicit drugs (including precursors), tools and implements used to commit an offense, as well as counterfeit certificates and documents, where such is needed to determine the existence of a crime or to establish the identity of a participant in a crime.
9. Reconciliation Report: A report prepared monthly by the unit's assigned civilian Unit Clerk, reconciling the fund's deposits and disbursements in accordance with this directive.
10. Unit Clerk: The civilian employee assigned to a unit with CIF management responsibilities tasked to assist the unit with administrative activities. May also be referred to as a "secretary."

1.02 PROCEDURES

A. Roles and Responsibilities:

1. Only the Sheriff can authorize the creation of a Confidential Imprest Fund within the agency, with the approval of the Tarrant County Commissioners Court. When so authorized, agency personnel will follow all appropriate statutes, regulations, and accounting procedures.
2. The Confidential Imprest Fund Manager shall have the following responsibilities with respect to the agency's confidential fund:
 - a. Maintenance of the fund in accordance with all appropriate statutes, regulations, and accounting procedures;
 - b. Take reasonable and prudent steps to physically safeguard monies in the CIF, and related records;
 - c. Ensure proper disbursements and deposits;
 - d. Follow proper bookkeeping and banking procedures, to include a monthly reconciliation report as prescribed herein;
 - e. Call for the departmental and external audits at the times and intervals specified in this directive;
 - f. Maintain files containing copies of all relevant fund transaction documents; and
 - g. Maintain the confidential fund records in accordance with state records retention provisions.
3. An Authorized Cashier is permitted to make disbursements from the CIF, subject to the requirements of this directive.
4. Authorized Cashiers are appointed by the Chief Deputy of the Criminal Investigations Division upon the recommendation of the unit commander. The purpose of an authorized

EXHIBIT C: INFORMANT FUNDS POLICY

cashier is to provide an alternate disbursement official to meet operational needs and provide flexibility should the CIF Manager be unavailable. Therefore, each CIF is limited to two disbursement officials: the CIF Manager and an Authorized Cashier.

5. The Chief Deputy of the Criminal Investigations Division shall make all designations and assignments under this directive in writing. The appointment shall be in memorandum format, addressed to the Sheriff, with copies provided to:
 - a. the appointee;
 - b. the CIF Manager;
 - c. the Director of Technology;
 - d. the Accounting and Finance Director;
 - e. the Executive Chief Deputy of Operations; and
 - f. the Tarrant County Auditor's Office.
6. The memorandum described above shall also include details regarding the specific fund security provisions present at that location, including location of safe (if any), and other relevant security information.

B. Authorization and Restrictions:

1. The Confidential Imprest Fund (CIF) Manager shall make disbursements from the confidential fund only to authorized personnel for the following purposes:
 - a. Payments that are to be made directly to confidential informants (PI);
 - b. Investigative funds for the purchase of evidence (PE);
 - c. Purchases of food and beverages for a confidential informant (PS);
 - d. Expenditures for authorized undercover/covert operations (PS); and
 - e. Flash and front money.
2. CIF funds may never be used to reimburse an employee's personal expenses incurred during the course of an investigation. Employees incurring such expenses must submit a request for reimbursement through the chain of command following existing protocols outside of the CIF process.
3. Neither the Confidential Imprest Fund Manager nor an Authorized Cashier shall be permitted to make disbursements from the CIF to themselves.
4. Confidential Imprest Fund (CIF) monies and transaction records shall be stored in a secure location, and access shall be restricted in accordance with applicable statutes, regulations, and agency procedures.
5. All forms issued under this directive shall be in multicolor-triplicate, with distribution and filing in accordance with best accounting practices. The distribution shall be printed on the forms. The Confidential Fund Transaction Record shall contain pre-printed, sequential transaction numbers as a control.
6. CIF monies may not be used to purchase supplies or equipment.

EXHIBIT C: INFORMANT FUNDS POLICY

C. Withdrawals and Expenditures from Fund:

1. Investigators requesting funds shall complete a form requesting funding that includes, at a minimum, the service or case number, investigator's name, amount of funds requested, and an explanation as to how the funds will be utilized.
2. The investigator will then take the completed form to the unit commander, or a chief deputy, for approval. The commander, or chief deputy, will determine if the request matches the amount and type of contraband, evidence or service being purchased, or payment to a confidential informant for information provided. Upon approval the commander, or chief deputy, will sign the request thereby permitting the authorized disbursement official to dispense monies from the CIF.
3. The authorized disbursement official and the receiving investigator will each sign the request form at the time the funds are issued. A sequential transaction number will be assigned and written on the form and posted in the account ledger by the cashier.
4. All funds not expended must be returned to the account within 24 hours unless the commander grants an exception. When funds are returned it will be documented on the original fund request form and reflected in the account ledger.
5. Any expenditure over \$750.00 must be approved in writing by the Chief Deputy of the Criminal Investigations Division.
6. The Authorized Cashier shall balance the cash on hand and supporting documents with the Cashier's Activity Log any time transactions are performed.

D. Expense Reporting:

1. All officers expending CIF monies shall prepare a written report (the "Return") accounting for the funds withdrawn as soon as practical. The report should include, at a minimum:
 - a. Item, service or informant control number on which the monies were expended;
 - b. Date of the expenditure;
 - c. Copies of receipts;
 - d. If no receipt was obtained, the signed affidavit required by this subsection; and
 - e. Case number where applicable
2. Receipts for Purchase of Information (PI) are subject to the following requirements:
 - a. An informant payee receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed.
 - b. The officer shall prepare an informant payee receipt containing the following information:
 - (i) A general description of the information/evidence received;

EXHIBIT C: INFORMANT FUNDS POLICY

- (ii) The amount of the payment, both in numerical and word form.
 - (iii) The date on which the payment was made;
 - (iv) The signature of the informant payee;
 - (v) The signature of the officer making payment; and
 - (vi) The signature of at least one other officer witnessing the payment.
3. The written expense report with all supporting documents and receipts shall be submitted to the appropriate supervisor for review and approval. After the reports and documents are approved, they will be submitted to the CIF Manager for filing and retention.
 4. When CIF monies are used for the Purchase of Service (PS) or Purchase of Evidence (PE) funds expended, the officer issuing payment shall ensure that an appropriate receipt is obtained, unless such an action would jeopardize an operation. If, due to the nature of the operation, it is impractical to obtain a receipt, the officer expending those monies shall prepare an affidavit describing how the monies were spent, what they were spent on, and the circumstances surrounding the expenditure making it impractical to obtain a receipt.
 5. All unexpended funds shall be returned to the CIF Manager or Authorized Cashier by the officer to whom it was issued within 24 hours of issuance. The CIF Manager or the Authorized Cashier shall issue the officer a receipt acknowledging that such funds were re-deposited as unexpended.
 6. Each officer may maintain a personal file containing a record of all confidential fund transactions, and copies of all relevant receipts and department fund forms.

1.03 ACCOUNTING AND CONTROL PROCEDURES

- A. On a monthly basis, the civilian unit clerk assigned to the responsible unit shall reconcile the CIF monies and prepare a Reconciliation Report that contains, at a minimum:
 1. A review of all transactions, to include withdrawals, deposits, re-deposits and monies currently signed out;
 2. A report of expenses by type (PS/PE/PI);
 3. A report of payment amounts to confidential informants, and identifying informants by their unique informant number;
 4. A verification the balance of the CIF available cash;
 5. Other reconciling items for comparison with ledger balances; and
 6. Preparation of a report containing a summary of transactions.
- B. The monthly reconciliation report will be submitted to:
 1. The CIF Manager;
 2. The Tarrant County Auditor's Office; and
 3. the Chief Deputy of the Criminal Investigations Division
- C. A departmental audit of each CIF shall be performed by an assigned member of the department's division responsible for the finance and accounting function not less than quarterly. Upon completion, a report of the status of the funds and any findings shall be submitted to:

EXHIBIT C: INFORMANT FUNDS POLICY

1. the CIF Manager;
 2. the Tarrant County Auditor's Office;
 3. the Chief Deputy of the Criminal Investigations Division;
 4. the Director of Technology; and
 5. the Executive Chief Deputy for Operations.
- D. Any anomalies in either the Monthly Reconciliation Report or the Quarterly Departmental Audit will be reported immediately to the Sheriff by the Executive Chief Deputy for Operations.
- E. A Departmental Audit shall be conducted any time there is a change in the CIF Manager.
- F. An Annual Audit of all confidential fund shall be performed by an independent accounting authority (independent external audit) from outside the Sheriff's Department in order to evaluate the continued integrity of the fund, and the need for any additional controls.
- G. When the balance of the CIF reaches \$5,000.00, the unit commander will submit a memorandum to the Chief Deputy of the Criminal Investigations Division for approval to transfer funds in the amount needed to return to a \$10,000.00 balance.
- H. Upon approval, the Chief Deputy will submit the request to the Sheriff's Office Finance Director, who will request a check be cut from the available forfeited funds earmarked to support the appropriate unit in the delineated amount.

ITEM #12 IS TO BE DISCUSSED BY COUNCIL IN EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.087. THE MATERIALS FOR THESE ITEMS WILL BECOME PUBLIC INFORMATION UPON COUNCIL APPROVAL. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 817.952.2104 IF YOU HAVE ANY QUESTIONS.

ITEM #13 IS TO BE DISCUSSED BY COUNCIL IN EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.087. THE MATERIALS FOR THESE ITEMS WILL BECOME PUBLIC INFORMATION UPON COUNCIL APPROVAL. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 817.952.2104 IF YOU HAVE ANY QUESTIONS.



Council Agenda Background

PRESENTER: Jill McAdams, HR Director

DATE: 12/08/15

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

ITEM:

Consider a resolution authorizing the City Manager to enter a contractual agreement with Kronos to lease timekeeping clocks and to provide licenses for software and annual maintenance agreements for employee time keeping purposes.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

During the FY 2015/2016 budget process, Council approved a Kronos timekeeping system that will be compatible with the New World Logos system recently purchased by the City. The Kronos system will be used by all City employees as a means to clock in and out, record employee time and request time off. Kronos is cloud-based and provides a variety of options in which employees can clock in and out.

The Kronos system is the only timekeeping system on the market that is compatible with the New World Logos system specifically designed to track public safety time. This was a key determining factor when selecting Kronos. The supplemental budget request was for a total of \$36,750 for the licenses and implementation fees for New World programming.

After the proposed budget was completed, several departments identified the need to utilize biometric time clocks as the most appropriate means to track time in their department. The annual fee of \$13,608 for this is in addition to the approved budget supplemental amount. It will be covered through any savings in the actual implementation costs and salary savings for the first year. Future years will be included in the normal budget process.

Employees will have the option of accessing the Kronos system through a desktop computer, smart phone or tablet. A majority of City employees will log into the system through these means. In certain high-traffic facilities, the City will lease biometric time clocks for employee use. A total of nine time clocks will be placed in the following buildings:

- Public Works
- Parks
- Recreation (Splash and the BRAC)
- Library
- Police Department
- Fire Department (three)

There are geo-mapping and geo-fencing capabilities (for those employees clocking in on a job site) to ensure that accurate time is recorded.

The City will begin working with Kronos to implement the system in late February 2016.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter a contractual agreement with Kronos to lease timekeeping clocks and to provide licenses for software and annual maintenance agreements for employee time keeping purposes.

FISCAL IMPACT:

Budget FY 15/16:	\$36,750.00
License & Set-up:	\$19,545.60
Timeclock Rental:	\$13,608.00
Estimated Programming:	\$17,204.40
Projected Total	\$50,353.60
Variance:	<u>(\$13,608.00)</u>

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER A CONTRACTUAL AGREEMENT WITH KRONOS TO LEASE TIMEKEEPING CLOCKS AND TO PROVIDE LICENSES FOR SOFTWARE AND ANNUAL MAINTENANCE AGREEMENTS FOR EMPLOYEE TIME KEEPING PURPOSES.

WHEREAS, the City of Bedford City Council approved a budget supplemental request for \$36,750 to fund a timekeeping system for the City of Bedford; and,

WHEREAS, the City staff researched possible timekeeping software and systems; and,

WHEREAS, Kronos provides software and a timekeeping system that is compatible with the current New World Logos system.

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 City Manager to enter a contractual agreement with Kronos to lease timekeeping clocks and to provide licenses for software and annual maintenance agreements for employee time keeping purposes.

PRESENTED AND PASSED this 8th day of December 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



Workforce Ready Order Form

Date: 10/20/2015
 Version #: 1
 Expires: 11/13/2015

Customer PO #:
 Salesperson: Sandy Martin

Bill To: Attn: Jill McAdams
 City of Bedford
 2000 Forest Ridge Drive
 Bedford, TX 76021

Ship To: Attn: Jill McAdams
 City of Bedford
 2000 Forest Ridge Drive
 Bedford, TX 76021

FOB: Shipping Point
 Shipping Method: FedEx Ground

Solution ID: 6124082

This order entered into between the Customer and Kronos is subject to the terms and conditions of the Contract #14-JLR-003 dated March 18th, 2014 between the Lead Agency (acting as the "Owner") and Kronos Incorporated (as the "Contractor"), as amended.

Initial Term: 3 year
 Billing Start Date: 0% for first 90 days, 100% thereafter
 Renewal Term: 1 year
 Payment Terms: N30
 Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):
 SaaS Services for WFR: Annual in Advance
 Equipment Rental: Annual in Advance

The amount owed by Customer for its annual advance payment reflects Customer's minimum annual fees to be paid to Kronos. Additional fees may be invoiced and owed on a monthly basis if Customer's actual usage of the Applications exceeds the minimum number of employees for which Customer is making its annual advance payment.

SaaS Services

Item	License/Qty	Unit Price	Price
Workforce Ready Time Keeping	335	\$3.15	\$1,055.25
Workforce Ready Accruals	335	\$0.63	\$211.05
Minimum Monthly Total:			\$1,266.30

Equipment - Rental

Item	Qty	Unit Price	Monthly Price
Workforce Ready Rental InTouch 9000 H3, Standard KR B/C	9	\$94.50	\$850.50
Touch ID Plus Option for H3 InTouch	9	\$31.50	\$283.50
Total Monthly:			\$1,134.00

Accessories

Item	Qty	Unit Price	Total Price
NORTH AMERICA POWER KIT FOR EXTERNAL OUTLET, INTOUCH STD	9	\$0.00	\$0.00
Total Price:			\$0.00

Setup Fees

Item	Total Price
Workforce Ready Setup Fee	\$4,350.00
Total Price:	\$4,350.00

Quote Summary

Item	Total Price
Minimum Monthly Fee	\$2,400.30
Minimum Annual Fee	\$28,803.60
One Time Setup Fees	\$4,350.00
Total Equipment Purchase and Accessories Fee	\$0.00

NOTICES: All legal notices required to be given hereunder shall be in writing and shall be deemed given if sent to the addressee specified herein: (a) by either registered or certified United States mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service and addressed to the persons set forth herein, the next business day. All other notices, including notices of non-payment, may also be sent via facsimile or email, and will be deemed given on the day delivery is electronically confirmed.

City of Bedford

By: _____
 Name: _____
 Title: _____
 Date: _____

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Council Agenda Background

PRESENTER: Maria Redburn, Library

DATE: 12/08/15

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

ITEM:

Consider a resolution authorizing the City Manager to expend funds in the amount of \$47,160 for the renewal of the extended maintenance, technical support agreement and server replacement plan with Innovative Interfaces, Inc.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Innovative Interfaces, Inc. (III) extended maintenance agreement is an annual hardware and technical support contract for the equipment that supports the Bedford Public Library's integrated library system. This also includes the third payment for the four-year server replacement plan that was approved as a supplemental in FY 2012/2013 due to the necessity of a robust server. The server increases staff efficiencies in serving patrons, decreases transaction times while patrons search for books, and increases the speed of the automated sorter and self-check machines.

Funding for the annual payment was approved in the FY 2015/2016 budget:

- \$39,660 for Annual Maintenance Agreement
- \$7,500 for Innovative Server replacement plan payment

The maintenance contract increased 2.5 percent, which is \$1,152 more than the last contract. The Innovative Contract allows for an increase in the annual maintenance of up to five percent annually.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to expend funds in the amount of \$47,160 for the renewal of the extended maintenance, technical support agreement and server replacement plan with Innovative Interfaces, Inc.

FISCAL IMPACT:

Budget FY 15/16:	\$47,000
Actual Amount:	\$47,160
Variance:	(\$160.00)

ATTACHMENTS:

Resolution
Agreement
Invoice

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXPEND FUNDS IN THE AMOUNT OF \$47,160 FOR THE RENEWAL OF THE EXTENDED MAINTENANCE, TECHNICAL SUPPORT AGREEMENT AND SERVER REPLACEMENT PLAN WITH INNOVATIVE INTERFACES, INC.

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

WHEREAS, the City Council of Bedford, Texas has determined the public necessity of a robust server to increase staff efficiency in serving patrons, decrease transaction times while patrons search for books, and increase the speed of the automated sorter and self-check machines; and,

WHEREAS, the City Council of Bedford, Texas approved funds for such software maintenance and server replacement in the FY 2015/2016 budget.

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

PRESENTED AND PASSED this 8th day of December 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



HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT

- a) This Maintenance Agreement will cover all licensed Software and central site hardware ("Hardware").
- b) Maintenance of peripheral hardware purchased from Innovative Interfaces is the responsibility of the Library.
- c) The initial term of this Agreement is for the period January 1, 2016 through December 31, 2016 at \$47,160¹ per annum¹, in advance. Credit card payments are subject to a 3.5% fee for any invoices over \$2,000.
- d) Future maintenance, subscription and hosting service charges, as applicable, may be subject to price increases by Innovative. With regard to such price increases, Innovative will advise the Library no later than 30 days prior to the increase going into effect.
- e) If Library fails to pay Innovative any sums due under this Agreement on a timely basis, Innovative reserves the right to discontinue maintenance, subscription and/or hosting services, as applicable, until Library fully pays to Innovative all sums (and related penalties) (together, the "Overdue Amount") due to Innovative. If Innovative discontinues maintenance, subscription and/or hosting services provided to Library, Innovative also reserves the right to receive from Library a re-start penalty fee equal to 30% of the Overdue Amount, in addition to the Overdue Amount.
- f) The Library must provide direct network internet access to the System; this would also apply to firewalls, etc. Innovative requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces will be responsible for all corrections at Innovative Interfaces' expense.
- g) Innovative Interfaces will provide the Library with new releases of the licensed Software modules so long as the Hardware and operating system used for the System is sufficient and/or compatible for the load and operation of such new release. If the Hardware or operating system is deemed not to be sufficient for installation of the new release, then the Library shall be responsible for the cost of new Hardware or operating system as may be required. If the Library declines to upgrade its Hardware or operating system to accommodate the upgrade to the licensed software, then the Library shall remain at its then current software release. For the purpose of this document, the term "new release" shall mean improvements in already licensed Software modules.
- h) If the Library adds or upgrades any additional Innovative Interfaces Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Innovative Interfaces' then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.
- i) Innovative Interfaces will provide services 24 hours a day, 7 days a week. Innovative Interfaces will make its good faith efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.
- j) The Library agrees, to take reasonable care of the Hardware and not permit persons other than authorized representatives of Innovative Interfaces, Inc. to effect adjustments or repairs to the Hardware. The Library agrees that for Hardware supplied by Innovative Interfaces, the Library shall accept parts shipments for all plug-in or screw-in components. The shipping costs on returned RMA (returned merchandise authorization) Hardware will be the responsibility of the Library, except for the CPU and RAID, which will be the responsibility of Innovative Interfaces.
- k) Any services provided due to Library supplied equipment failure, where such equipment was not purchased from Innovative Interfaces, and over which Innovative Interfaces has no direct control, shall be billable at Innovative Interfaces' then current maintenance rates.
- l) This Maintenance Services agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the Hardware, or Library's negligence or misuse of the Hardware.
- m) The Software shall be operated as the exclusive application on the purchased Hardware
- n) If the Library decides to cancel the Agreement, or cancel or change any Software products, Innovative must be notified 90 days prior to the annual maintenance renewal date.
- o) Assignment: This Agreement is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Agreement to affiliates and successors in interest upon written notice of any such assignment to the other Party. Any purported assignment in violation of this provision shall be void and of no effect. Any permitted assignee shall assume all obligations of its assignor under this Agreement.

¹ This amount excludes taxes. The Library will be responsible for all applicable taxes.

- p) This Agreement has been prepared in English, and the English version thereof shall prevail and be binding even though a translation may also be prepared.

THE LIBRARY (Bedford Public Library)

By: _____
Name:

Title:

Date:

INNOVATIVE INTERFACES INCORPORATED

By: _____
Name:

Title:

Date:



Invoice

5850 Shellmound Way
Emeryville, CA 94608
510.655.6200
ar@iii.com

Invoice # INV-INC07870
Invoice Date 11/16/2015
Terms Net 30
PO #
Due Date 12/16/2015
Sales Rep CR Manager
Site Code bedpl
Created From Sales Order #SO-INC7630
Currency US Dollar

Bill To

Barbara Johnson
Bedford Public Library
2424 Forest Ridge Drive
Bedford TX

Project	Item	Qty	Description	Rate	Tax	Amount
	Millennium Renewal	1	Millennium Annual Renewal 1/1/16 - 12/31/16	39,660.00	No	39,660.00
	IBM-C1-SAPP-A Small/Medium Application Server	1	Server Replacement Program SRP Year 4	7,500.00	No	7,500.00

Subtotal 47,160.00

Total 47,160.00

Amount Due US\$47,160.00

FEIN 94-2553274

For billing inquiries contact us at:
1-510-655-6200 or ar@iii.com

Please remit electronically to:
Bank of America, N.A.
ABA/Routing Code: 026009593
SWIFT: BOFAUS3N
Beneficiary: Innovative Interfaces Incorporated
Beneficiary Account: 1416200046

For payments remitted by check via regular mail:
Innovative Interfaces, Inc
PO Box 74008010
Chicago, IL 60674-8010

For payments remitted by check via FedEx and/or UPS:
Bank of America Lockbox Services
Innovative Interfaces, Inc
540 W Madison, FL 4
Chicago, IL 60661



Council Agenda Background

PRESENTER: Wendy Hartnett, Special Events Manager
Eric Valdez Community Services Manager

DATE: 12/08/15

Council Mission Area: Support and develop arts and culture in Bedford.

ITEM:

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

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

ONSTAGE has requested to renew their annual lease. The terms of the lease will remain the same.

Significant provisions of the lease agreement include:

- \$10 per year for rent;
- ONSTAGE will reimburse the City for all utility expenses;
- ONSTAGE will be responsible for the maintenance on the interior of the building and the City will be responsible for exterior maintenance and mechanical;
- Tenant will produce one children's play every summer;
- Tenant will provide to the Bedford Senior Center 20 tickets to each dress rehearsal one week in advance of dress rehearsal; and,
- Tenant will work with the Department of Community Services to help provide entertainment at the Tree Lighting ceremony.

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

Revenue of \$10 rent to the General Fund

ATTACHMENTS:

Resolution
Lease Agreement

RESOLUTION NO. 15-

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

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

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

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

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

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

SECTION 2. That the City Council does hereby approve the one-year lease agreement and authorize the City Manager to enter into a contract with ONSTAGE in the amount of \$10.00 for one year.

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

PRESENTED AND PASSED this 8th day of December 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

LEASE AGREEMENT

Between

**City of Bedford, Texas
as Landlord**

And

**ONSTAGE in Bedford
as Tenant**

LEASE AGREEMENT

THIS LEASE AGREEMENT, with the following terms and conditions ,made on the ___ day of December 2015, by and between the City of Bedford, Texas (herein called "Landlord" or "City"), and ONSTAGE in Bedford (herein called "Tenant") which parties do hereby agree as follows:

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

Trinity Arts Theatre
2821 Forest Ridge Drive
Bedford, TX 76021

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

1. GENERAL PROVISIONS

- (a) Landlord's Address: 2000 Forest Ridge Drive
Bedford, Texas 76021-1895
- (b) Tenant's Address: 2819 Forest Ridge Drive
Bedford, Texas 76021
- (c) The term of the Lease shall commence on the date of its execution and shall expire one (1) year from the date of execution, (the "Expiration Date"). The tenant will have the option to renew the lease hereafter for one year, provided the Tenant is not in default of any term of condition of the Lease. The tenant will submit a written request to renew at least thirty (30) days prior to the Expiration Date. If the Tenant does not wish to renew the contract the Tenant shall fully vacate and abandon the Leased Property no later than the Expiration Date. Notwithstanding the foregoing, either Landlord or Tenant may terminate this Lease, with or without cause, by giving the other party one hundred and eighty (180) days written notice.
- (d) Tenant shall pay the landlord \$10.00 per lease period payable on the date of execution of each lease.

- (e) All applications and connections for necessary utilities and services on the Leased Premises shall be made by and in the name of Landlord only, including water, sewer, gas, electric and trash removal. Tenant, shall reimburse the actual cost of utility charges to Landlord on a monthly basis. Tenant shall be responsible for all telecommunications facilities and equipment.
- (f) Tenant shall produce and maintain performances open to residents of the CITY OF BEDFORD and other surrounding areas. Nominal fees will be set by the Tenant and approved by the Landlord for such activities, performances, and all space utilization in order to recover production costs as well as the maintenance and repair of the property.
- (g) Tenant shall encourage Cultural and Arts programs with the area schools, cities, libraries, and other arts and non-profit organizations.
- (h) Tenant shall not offer or schedule any use or programs at the Leased Premises from July 1 through July 7 of each lease year without first being reviewed by City staff.
- (i) Tenant will produce one children's' play every summer for Bedford Day Camp viewing.
- (k) Tenant will provide to the Bedford Senior Center 20 tickets to each dress rehearsal one week in advance of dress rehearsal.
- (l) Tenant will work with the Bedford and Parks and Recreation Department to produce a small play, skit, or puppet show during the Tree Lighting ceremonies.

2. TENANT'S PERSONAL PROPERTY

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

3. TAXES

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

4. TENANT'S USE AND REMOVAL OF PERSONAL PROPERTY

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

5. REPAIRS; MAINTENANCE OF LEASED PREMISES

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

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

6. ALTERATIONS

Tenant shall not make any alterations, improvements, or additions to the Leased Premises during the term of the Lease or any extension thereof without first obtaining the written consent of the City Manager's office of the City of Bedford and all required permits. Tenant shall not cut or drill into, or secure any fixture, apparatus, or equipment

of any kind to any part of the Leased Premises without first obtaining written consent of Landlord. All such approved alterations, improvements, and additions made by Tenant shall remain upon the Leased Premises at the expiration or earlier termination of the Lease and shall become the Property of Landlord, unless Landlord shall, prior to such termination, have given written notice to Tenant to remove same in which event Tenant shall remove such alterations, improvements, and additions and restore the Leased Premise to the same good order and condition in which they were at the commencement of the Lease. The foregoing provisions shall not apply to the equipment, trade fixtures and items that do not become common law fixtures, which may be removed by Tenant prior to expiration or sooner termination of the Lease.

7. AFFIRMATIVE COVENANTS OF TENANT

Tenants covenant that they shall:

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

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

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

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

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

fees.

7.6 have no authority to sublease, or allow the use of, the Leased Premises to any other party, without the prior express written consent of the Landlord, through its designated agent, the City Manager or designee. To that end, Tenant affirms that Tenant has no sublease agreement with any person or entities. Further, Tenant agrees that should Landlord approve a sublease, Tenant will cause the Sub-Lessee to sign a Lease Agreement with the city and that Tenant and Sub-Lessee shall be jointly and severally liable for all terms and conditions of the Lease.

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

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

8. DAMAGE TO LEASED PREMISES

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

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

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

indicated herein.

9. INDEMNIFICATION AND INSURANCE RIGHTS

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

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

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

10. TRADE FIXTURES

All trade fixtures installed by Tenant in the Leased Premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of the

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

11. SURRENDER AND HOLDING OVER

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

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

12. FORCE MAJEURE

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

13. LANDLORD'S ACCESS TO LEASED PREMISES

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

14. EVENT OF DEFAULT

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

A. Tenant's failure to perform or observe any provision of the Lease, after written notice and demand, provided that, if such failure is of such a character as not to permit immediate compliance in the opinion of Landlord, then Tenant's failure to proceed diligently and immediately upon receipt of notice to commence the cure of such

failure, and thereafter to complete such cure with all reasonable dispatch within twenty (20) days after written notice from Landlord; provided, however, that if, after exercise of due diligence and its best efforts to cure such default, Tenant is unable to do so within the twenty (20) day period, then the curing period shall be extended for such reasonable time as may be approved by Landlord for curing such default, so long as Tenant continues to diligently prosecute to completion the curing of the default, which in no event shall exceed forty-five (45) days unless specifically agreed to in writing by Landlord; and

15. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT

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

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

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

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

16. LANDLORD'S RIGHT TO CURE

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

17. AUTHORITY

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

18. LIABILITY OF LANDLORD

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

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

19. TIME OF THE ESSENCE

Time is of the essence in all provisions of this Lease

20. QUIET ENJOYMENT

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

21. INVALID PROVISIONS

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

22. ASSIGNMENT

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

23. NOTICES

All notices, requests, consents and other communications required or permitted under this Lease shall be in writing (including telex, facsimile and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or overnight courier service, faxed or telecommunicated (with

original to follow by overnight commercial courier for delivery on the next business day), or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to the parties as follows:

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

with copies to:

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

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

24. VENUE

Landlord Tenant agrees to venue in Tarrant County, Texas.

Executed this ____ day of _____, 2015.

Landlord: City of Bedford, Texas

By: _____
Roger Gibson
City Manager

Tenant: ONSTAGE

By: _____
Gayle Ormsby Hargis
President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____,
2015, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____,
2015, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public



Council Agenda Background

PRESENTER: Wendy Hartnett, Special Events Manager

DATE: 12/08/15

Council Mission Area: Support and develop arts and culture in Bedford.

ITEM:

Consider a resolution authorizing the City Manager to enter into a one-year lease agreement with Arts Council Northeast relative to the Trinity Arts Building located within the Bedford Boys Ranch Park.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

This item is an annual lease agreement between Arts Council Northeast and the City of Bedford relative to the Trinity Arts Building. There are no changes from the previous year's agreement. The terms of the lease include:

- \$10 per year for rent;
- Arts Council Northeast will reimburse the City for all utility expenses;
- Eight Masterwork Concert Series performances scheduled in Bedford at cost, with the option to reduce the number, if necessary, at the discretion of City Management; and,
- Arts Council Northeast is responsible for the maintenance on the interior of the building and the City is responsible for exterior maintenance and mechanical.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a one-year lease agreement with Arts Council Northeast relative to the Trinity Arts Building located within the Bedford Boys Ranch Park.

FISCAL IMPACT:

Revenue of \$10 rent to the General Fund

ATTACHMENTS:

Resolution
Lease Agreement

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR LEASE AGREEMENT WITH ARTS COUNCIL NORTHEAST RELATIVE TO THE TRINITY ARTS BUILDING LOCATED WITHIN THE BEDFORD BOYS RANCH PARK.

WHEREAS, the City Council of Bedford, Texas recognizes that the Trinity Arts Building provides a place for many cultural and art programs for Northeast Tarrant County; and,

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

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

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

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

SECTION 2. That the City Council does hereby approve a one-year lease agreement and authorize the City Manager to enter into a contract with Arts Council Northeast in the amount of \$10.00 for one year, with the option to renew the lease hereafter for one year, provided the tenant not be in default of any term of condition of the lease.

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

PRESENTED AND PASSED this 8th day of December 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

LEASE AGREEMENT

Between

**City of Bedford, Texas
as Landlord**

And

**Arts Council Northeast
as Tenant**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the _____ day of _____, 2015, by and between the City of Bedford, Texas (herein called "Landlord"), and Arts Council Northeast, (herein called "Tenant").

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

Trinity Arts Building
2819 R. D. Hurt Parkway
Bedford, Texas 76021

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

1. GENERAL PROVISIONS

- (a) Landlord's Address: 2000 Forest Ridge Drive
Bedford, Texas 76021-1895
- (b) Tenant's Address: 2819 R. D. Hurt Parkway
Bedford, Texas 76021
- (c) The term of the Lease shall commence on the date of its execution and shall expire one (1) year from the date of execution, (the "Expiration Date"). The tenant will have the option to renew the lease hereafter for one year, provided the Tenant is not in default of any term of condition of the Lease. The tenant will submit a written request to renew at least thirty (30) days prior to the Expiration Date. If the Tenant does not wish to renew the contract the Tenant shall fully vacate and abandon the Leased Property no later than the Expiration Date. Notwithstanding the foregoing, either Landlord or Tenant may terminate this Lease, with or without cause, by giving the other party one hundred and eighty (180) days written notice.
- (d) Tenant shall pay the landlord \$10.00 per lease period payable on the date of execution of each lease.
- (e) All applications and connections for necessary utilities and services on the Leased Premises shall be made by and in the name of Landlord only,

including water, sewer, gas, electric and trash removal. Tenant, shall reimburse the actual cost of utility charges to Landlord on a monthly basis. Tenant shall be responsible for all telecommunications facilities and equipment.

- (f) Tenant shall produce and maintain a constructive arts educational program and performances open to residents of the CITY OF BEDFORD and other surrounding areas. Nominal fees will be set by the Tenant and approved by the Landlord for such activities, performances, and all space utilization in order to recover production costs as well as the maintenance and repair of the property.
- (g) Tenant shall encourage Cultural and Arts programs with the area schools, cities, libraries, and other arts and non-profit organizations.
- (h) Tenant shall not offer or schedule any use or programs at the Leased Premises from July 1 through July 7 of each lease year without first being reviewed by City staff.
- (i) Tenant shall be responsible for booking artists and/or entertainment for a minimum of eight (8) performances of the Masterworks Concert Series to be located in Bedford. Landlord has the right to reduce the minimum number of performances if deemed necessary by City management. Landlord will reimburse to Tenant the actual cost for the artists and/or entertainment. Performance dates, locations and artist selection shall be approved in writing by Landlord. The Tenant must submit final drafts of all artists or entertainer contracts to the City for approval prior to the contracts being executed. This requirement is a prerequisite to the Tenant being reimbursed for any costs or fees associated with the booking of artists or entertainers.

2. TENANT'S PERSONAL PROPERTY

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

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

4. TENANT'S USE AND REMOVAL OF PERSONAL PROPERTY

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

5. REPAIRS; MAINTENANCE OF LEASED PREMISES

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

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

6. ALTERATIONS

Tenant shall not make any alterations, improvements, or additions to the Leased Premises during the term of the Lease or any extension thereof without first obtaining the written consent of Landlord and all required permits. Tenant shall not cut or drill into, or secure any fixture, apparatus, or equipment of any kind to any part of the

Leased Premises without first obtaining written consent of Landlord. All such approved alterations, improvements, and additions made by Tenant shall remain upon the Leased Premises at the expiration or earlier termination of the Lease and shall become the Property of Landlord, unless Landlord shall, prior to such termination, have given written notice to Tenant to remove same in which event Tenant shall remove such alterations, improvements, and additions and restore the Leased Premise to the same good order and condition in which they were at the commencement of the Lease. The foregoing provisions shall not apply to the equipment, trade fixtures and items that do not become common law fixtures, which may be removed by Tenant prior to expiration or sooner termination of the Lease.

7. AFFIRMATIVE COVENANTS OF TENANT

Tenants covenant that they shall:

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

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

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

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

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

fees;

7.6. have no authority to sublease, or allow the use of, the Leased Premises to any other party, without the prior express written consent of the Landlord, through its designated agent, the City Manager or designee. To that end, Tenant affirms that Tenant has no sublease agreement with any person or entities. Further, Tenant agrees that should Landlord approve a sublease, Tenant will cause the Sub-Lessee to sign a Lease Agreement with the city and that Tenant and Sub-Lessee shall be jointly and severally liable for all terms and conditions of the Lease.

7.7. be allowed to receive revenue from Sublease agreements, class fees and other reimbursements for use of the facility, with prior express written consent of the Landlord as stated in Section 7.6 above; providing however, that the total amount of revenue received for use of the facility does not exceed 75% of the costs incurred by Tenant for building maintenance and operations. Tenant shall provide to Landlord an annual report on building related expenses and revenue recovery within sixty (60) days of fiscal year end. Landlord shall be authorized to audit those expenses and revenue recovery upon request;

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

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

8. DAMAGE TO LEASED PREMISES

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

8.2. In the event of a partial destruction of the Leased Premises during the term hereof, from any cause, Landlord shall, at its sole discretion, determine whether it will repair the Leased Premises, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate the Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Leased Premises. If such repairs cannot be made within said sixty (60) days, Landlord, at its

option, may make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, the Lease may be terminated at the option of either party. In the event the Leased Premises are destroyed to an extent of not less than one-third (1/3) of the replacement costs thereof, Landlord may elect to terminate the Lease. A total destruction of the Leased Premises shall terminate the Lease.

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

9. INDEMNIFICATION AND INSURANCE RIGHTS

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

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

C. Tenant shall at all times during the terms hereof, keep in force, at its own expense, any and all insurance it deems sufficient to cover Tenant's personal property

within or about the Leased Premises. Tenant and Landlord agree that Landlord shall not be liable for any damage or destruction of Tenant's personal property.

10. TRADE FIXTURES

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

11. SURRENDER AND HOLDING OVER

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

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

12. FORCE MAJEURE

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

13. LANDLORD'S ACCESS TO LEASED PREMISES

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

14. EVENT OF DEFAULT

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

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

15. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT

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

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

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

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

16. LANDLORD'S RIGHT TO CURE

If Tenant shall fail to perform any act required to be made or performed under this Lease and to cure the same within the relevant time periods Landlord, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act of the account and at the expense of Tenant, and may, to the extent permitted by law, enter upon the Leased Property for such purpose and take all such action

thereon as, in Landlord's opinion, may be necessary or appropriate therefore. No such entry shall be deemed an eviction of Tenant. All sums so paid by Landlord and all costs and expenses (including without limitation, reasonable attorney's fees and expense, in each case, to the extent permitted by law) shall survive the expiration or earlier termination of this lease and shall be payable by Tenant within ten (10) days of receipt of written notice.

17. AUTHORITY

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

18. LIABILITY OF LANDLORD

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

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

19. TIME OF THE ESSENCE

Time is of the essence in all provisions of this Lease

20. QUIET ENJOYMENT

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

21. INVALID PROVISIONS

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

22. ASSIGNMENT

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

23. NOTICES

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

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

with copies to:

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

If to Tenant: Arts Council Northeast
2819 R. D. Hurt Parkway
Bedford, Texas 76021

24. VENUE

Landlord Tenant agrees to venue in Tarrant County, Texas.

Executed this ____ day of _____, 2015.

Landlord: City of Bedford, Texas

By: _____
Roger Gibson
City Manager

Tenant: Arts Council Northeast

By: _____
Lee Koch
President

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____,
2015, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____,
2015, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public



Council Agenda Background

PRESENTER: Amy Bourquin,
Old Bedford School Coordinator

DATE: 12/08/15

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a one-year lease agreement with Embrace United Church of Christ to provide meeting space for church services at the Old Bedford School.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Embrace United Church of Christ, formally known as the Cathedral of Hope Mid-Cities Church, has been using the Old Bedford School for the last five years to hold church services. The Church uses the auditorium, galleries of the facility and outside grounds for five hours on Sunday mornings. The lease also allows the Church to schedule services on the first Wednesday of every month for three hours and a Christmas Eve service for three hours. If the Church rents outside the lease agreement, they will have to pay the full rental amount per hours used. The Church has been an extremely good lessee and staff has been pleased with this agreement. They are a low maintenance dependable revenue asset to the building during the Sunday morning time frame that the building would typically be vacant.

The rental fee offered to the Church is \$1,516.75 monthly, for a yearly total of \$18,201. The small changes to this year's contract include the name of the church and the billing terms from weekly to monthly. The rental fee offered to the Church is slightly less than that offered to other rentals based upon the guaranteed rental income for 52 Sundays in a year. The rental fee would typically be \$125 per hour plus \$75 for the AV equipment, for a total of \$750 for a five-hour reservation. The monthly fee would be \$3,250, or an annual cost of \$39,000.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a one-year lease agreement with Embrace United Church of Christ to provide meeting space for church services at the Old Bedford School.

FISCAL IMPACT:

Tourism Fund Revenue: \$18,201

ATTACHMENTS:

Resolution
Contract

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE-YEAR LEASE AGREEMENT WITH EMBRACE UNITED CHURCH OF CHRIST TO PROVIDE MEETING SPACE FOR CHURCH SERVICES AT THE OLD BEDFORD SCHOOL.

WHEREAS, the City Council of Bedford, Texas wishes to provide Embrace United Church of Christ meeting space for church services; and,

WHEREAS, the staff of the City of Bedford Old Bedford School wishes to provide supervision of the lease agreement to Embrace United Church of Christ for the purpose of holding church services.

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 City Manager to enter into a one-year lease agreement, requiring an annual rental fee of \$18,201, with Embrace United Church of Christ for the purposes of holding church services.

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

PRESENTED AND PASSED this 8th day of December 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

LEASE AGREEMENT

Between

**City of Bedford, Texas
as Lessor**

And

**Embrace United Church of Christ in Bedford
formally known as Cathedral of Hope Mid-Cities Church
as Lessee**

LEASE AGREEMENT

THIS LEASE AGREEMENT, with the following terms and conditions ,made on the ___ day of December 2015, by and between the City of Bedford, Texas (herein called “Lessor”, “Landlord” or “City”), and **Embrace United Church of Christ in Bedford formally known as Cathedral of Hope Mid-Cities Church** (herein called “Lessee”, “Church” or “Tenant”) which parties do hereby agree as follows:

In consideration of the covenants and agreements hereafter reserved and contained on the part of Lessee to be observed and performed, the Lessor demises and leases to Lessee, and Lessor rents from Lessee, those certain Leased Premises described as follows during the times set forward in this agreement.

The subject properties herein called the “Leased Premises” or the “Leased Property”. Lessee shall use the Leased Premises for utilize a portion of said Contract Premises for the purpose of operating therein during the term hereof a "Church". This contract will set for the terms and conditions up which Lessee shall be permitted to utilize such facility for such purpose.

1. GRANT

Lessor hereby grants Lessee permission to utilize the Contract Premises to conduct Church services and activities in the manner and during the term hereafter specified.

2. CONTRACT PREMISES

For purposes hereof, the Contract Premises shall include the auditorium and galleries located at 2400 School Lane in the City of Bedford, Texas known as the Old Bedford School. Lessee shall further have use of tables, chairs, audio/visual equipment and such other items of furniture or equipment of Lessor as shall be reasonable for Lessee's use of the Contract Premises

3. ACCESS TO CONTRACT PREMISES

Lessee shall have exclusive use of the Contract Premises each **Sunday** during the term hereof, from the hours of 9:00am-2:00pm, the first **Wednesday** of each month from 6:00pm-9:00pm, and Christmas Eve for three hours in order to conduct its activities hereunder. Lessee shall have no right or access to the Contract Premises at any other time unless Lessor grants consent. All requests for use of facilities other than times out lined in contract must be made to Lessee in writing.

4. RESTRICTIONS ON USE

Lessee shall operate or utilize the Contract Premises for no purpose other than the Church Services and activities defined herein, which shall be subject to the following restrictions:

- (a) No more than maximum building capacity according to fire code persons shall be permitted by Lessee to occupy the Contract Premises at any time.

(b) Lessee shall at all times conduct its activities provided for hereunder in a wholesome, diligent, and efficient manner.

(c) Preparation of the Contract Premises for Lessee's activities and clean-up of the Contract Premises following such activities shall be the sole responsibility of Lessee. **Lessee's agrees that the Lessor will not provide storage for any equipment; supplies, concession products or any other items needed by Lessee.** Lessee agrees that it will, following each use of the Contract premises, restore same to as good a condition as existed prior to such use by Lessee. **Lessee agrees to complete a facility walk through with staff prior to church activities as well as after activities prior to leaving the premises when needed.**

(d) Lessee shall conduct the activities provided for herein on each **Sunday** during the term hereof, save for legal holidays, upon which Lessee shall request in writing consent to conduct its activities.

(e) Lessee shall not cause or permit any illegal activity to be conducted upon the Contract Premises including smoking and no illegal weapons are allowed.

(f) Lessee shall be allowed to use and display its company logo banner each time of said event, in accordance with the City's sign ordinance.

(g) Lessee shall make no changes or structural alterations to the Contract Premises without prior written consent of Lessor. Lessee shall be responsible for any damages to the Contract Premises resulting from use or occupancy thereof by Lessee, its agents, servants or invitees.

5. TERM OF AGREEMENT

The term of this Agreement shall be for one (1) year. Lessee shall operate each **Sunday** during the term of this lease from the hours 8:15am-1:15pm only, commencing upon the effective date hereof. Any Sunday that event is not held Lessee will still be responsible for paying Lessor unless event is canceled at least 14 days prior to event date. Lessor may bi-annually need to suspend agreement for maintenance related activities related to the facility. Lessor will give 30 days' notice of any such activity. Lessor agrees to use all reasonable efforts to minimize undue burden on Lessee and schedule activities around agreement times.

6. PAYMENT TO LESSOR

As payment for the rights granted hereunder, Lessee agrees to pay to the Lessor during the term hereof an amount equal to **a flat fee of \$1,516.75 in monthly installments.** All such sums payable to Lessor shall be due and payable the first Sunday of each month. Any additional requested hours of use will be charged at full rental rate.

7. PROTECTION AGAINST ACCIDENT TO EMPLOYEE AND THE PUBLIC

The Lessee shall at all times exercise reasonable precautions for the safety of employees and others on or near the Contract Premises and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

8. LAW AND ORDINANCES

The Lessee shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations, which in any manner affect the Lessee or the work, and shall indemnify and save harmless the Lessor against claim arising from the violation of any such laws, ordinances and regulations whether by the Lessee or its employees.

9. VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be in the courts of **Tarrant County**, the State of Texas.

10. TERMINATION

The parties agree that the Lessor or Lessee shall have the right to terminate this agreement upon **thirty (30)** days written notice without cause. Notice not to renew must be given in writing by Lessor to Lessee **thirty (30)** days prior to the next commencement date.

11. INDEMNIFICATION

The Lessee shall defend, indemnify and hold harmless the Lessor and its elected and appointed officials, officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of or resulting from the performance of this Agreement or caused by the negligent act or omission of the Lessee, its officers, agents, employees, subcontractors, franchisees or invitees.

12. INSURANCE AND CERTIFICATES OF INSURANCE

Without limiting any of the other obligations or liabilities of the Lessee or Sub-Lessee, the Lessee or Sub-Lessee shall, during the term of the agreement, purchase and maintain the hereinafter stipulated minimum insurance with companies duly licensed to write business in the State of Texas and rated A-1 or better by A.M. Best. The Lessor shall be named as an additional insured on all required policies except Workers' Compensation. Valid Certificates of Insurance for each policy covering the Lessee and Subcontractors, together with a statement by the issuing company to the extent that said policies shall not be canceled without thirty (30) days prior notice being given the Lessor, shall be delivered to the Lessor and reviewed for sufficiency by the Lessor's Risk Manager before this Agreement is executed or any activities commenced:

(a) Commercial General Liability Insurance, Including, premises operations, Independent Contractor's Liability, completed Operations and Contractual Liability, covering but not limited to, the liability assumed under the indemnification provisions of this Agreement, fully insuring Lessee's liability for injury to or death of owners, employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with the following limits:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Damage to rented premises	\$ 50,000
Sexual/Physical Abuse part of GL	\$ 50,000
Each Claim	\$ 25,000

Lessee's insurance shall be primary and shall be endorsed to provide a waiver of subrogation in favor of the Lessor. The Commercial General Liability Policy should be endorsed using Endorsement No. CG20 09 11 85.

Deductibles on each insurance policy shall no greater than \$5,000.00

13. HINDERANCES AND DELAYS

No claims shall be made by the Lessee for damages resulting from hindrances or delays from any cause during the progress of any portion of the operations or activities embraced in this Agreement.

14. LESSEE'S ACCESS TO LEASED PREMISES

At all times the Lessee shall have access to the Leased Premises for the purpose of site assessment, set up, maintenance, clean-up, or any other reason deemed appropriate by Lessee. Lessee agrees to use all reasonable efforts to not interfere with Lessor's use of the Leased Premises.

15. NOTICES

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

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

with copies to:

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

If to Lessor: Embrace United Church of Christ
Address Street
Address City, TX Zip

24. VENUE

Landlord Tenant agrees to venue in Tarrant County, Texas.

Executed this ____ day of _____, 2015.

Lessee: City of Bedford, Texas

By: _____
Roger Gibson
City Manager

Lessor: Embrace United Church of Christ

By: _____
Ken Ehrke
Executive Director

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____,
2015, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was ACKNOWLEDGED before me, on the _____ day of _____,
2015, by _____.

_____ Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public



Council Agenda Background

PRESENTER: Jeff Florey, Cultural Coordinator

DATE: 12/08/15

Council Mission Area: Foster economic growth.

ITEM:

Consider a resolution authorizing the City Manager to purchase a Cultural District Master Plan and signage in the amount of \$45,000 from Kimley-Horn and Associates, Inc.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Cultural Commission requests to develop a way-finding and concept design for the Cultural District. Specifically, this item would develop a cohesive plan that connects multi-modal users of streets, trails, and other networks to easily and effectively identify, locate and promote awareness of the Cultural District, and potentially other districts, located adjacent to the Cultural District in the City of Bedford. Using a consultant, the deliverables include a way-finding concept plan, signage concepts, integrated landscape and streetscape designs for Forest Ridge Drive and renderings of the concepts.

This was approved in the FY 2015/16 Budget.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a Cultural District Master Plan and signage in the amount of \$45,000 from Kimley-Horn and Associates, Inc.

FISCAL IMPACT:

FY 15/16 Tourism Budget

\$45,000

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A CULTURAL DISTRICT MASTER PLAN AND SIGNAGE IN THE AMOUNT OF \$45,000 FROM KIMLEY-HORN AND ASSOCIATES, INC.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase a Cultural District Master Plan and signage with funds approved in the FY 2015/16 Budget; and,

WHEREAS, the City Council of Bedford, Texas determines that in order to be responsive to the needs of the community, the Cultural District Master Plan and signage must be purchased.

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 City Manager to purchase a Cultural District Master Plan and signage in the amount of \$45,000 from Kimley-Horn and Associates, Inc.

SECTION 3. That funding in the amount of \$45,000 will come from the FY 2015/16 Tourism Budget.

PRESENTED AND PASSED this 8th day of December, 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



November 17, 2015

Mr. Jeff Florey
City of Bedford
2140 L. Don Dodson
Bedford, TX 76021

RE: *City Facilities and Boys Ranch Park Master Plan -Amendment # 5*

Kimley-Horn and Associates, Inc. ("Consultant") is pleased to submit this amendment to the City of Bedford ("Client") for providing supplemental professional services as requested by the Cultural Commission for a Cultural District Master Plan.

PROJECT UNDERSTANDING

The Consultant understands the City of Bedford needs to develop a master plan for the Cultural District that would develop a cohesive plan and vision from the Cultural District to the Boys Ranch Park along the Forest Ridge Road corridor. This area is generally bounded by Bedford Road, Central Drive, Forest Ridge Drive, and Harwood Road - and includes the Bedford Library, Old Bedford School, and Boys Ranch Park along Forest Ridge Drive.

PROFESSIONAL SERVICES

The Consultant will provide the supplemental services as set forth below:

Task 1 Cultural District Master Plan

The Consultant will prepare a rendered master plan concept along Forest Ridge Drive connecting the Cultural District with the Boys Ranch Park. The master plan concept will be developed with a consistent design theme incorporating new and current standards for benches, light poles, way-finding signage, materials, brick, and landscaping. These elements will be verified in a meeting with the Client and Cultural District representatives. The plan will evaluate and incorporate connected walkways, cross-walks, trails, way-finding signage, gazebos, amphitheaters, public art, bicycle circulation, and public gathering spaces to create greater connectivity and design unity between the Cultural District and Boys Ranch Park.

This task consists of the following items:

1. Site assessment of current corridor and opportunities;
2. Set corridor consistent design theme components identified during Kickoff Meeting;
3. Preparation of two (2) street section views (one with on street bicycle lanes and one with off-street bicycle lanes) and associated traffic considerations so that the Client and Cultural District representatives can select the preferred section;
4. Refinement work session with Client and Cultural District representatives to determine final Cultural District Master Plan concept and incorporate ordinary and reasonable feedback;

5. Prepare Final Master Plan Exhibits and Opinion of Probable Costs (OPC) and Present to City Council.

Deliverables: One (1) colored exhibit for the Cultural District Master Plan mounted on presentation boards and digital copies of all exhibits (jpeg/pdf/ distribution).

Meetings: Three (3)

Task 2 Cultural District Signage

The Consultant will help the Client and Cultural District representatives finalize the recommendations for location, style, and quantity of way-finding signage for the Cultural District. This task consists of the following items:

1. Review any existing way-finding signage and the way-finding signage research compiled by Client;
2. Identify way-finding signage components and general style during the Kickoff Meeting;
3. Preparation of a concept way-finding signage package with up to two (2) elevation views for each sign type;
4. Refinement work session with Client and Cultural District representatives to determine final Cultural District Way-Finding Signage concepts and incorporate ordinary and reasonable feedback;
5. Prepare Final Cultural District Way-Finding Signage Exhibits and Opinion of Probable Costs (OPC) and Present to City Council. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

The way-finding signage package will include:

- Sign Type – size, shape, color, materials;
- Letters - sizes, fonts, heights, spacing, and style;
- Conceptual mounting methods
- The way-finding signage package will specifically exclude any safety, regulatory, or advisory signage.

Deliverables: One (1) colored exhibit for the Cultural District Signage on glossy paper mounted on presentation boards and digital copies of all exhibits (jpeg/pdf/ distribution).

Meetings: Three (3)

CLIENT RESPONSIBILITIES

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

1. Any City of Bedford design requirements or standards applicable to the project area;
2. Any City of Bedford planning documents or planned improvements applicable to the project area;
3. City provided traffic counts for three (3) peak hour turning movement counts as well as two to four (2-4) 24 hour bidirectional traffic counts for three intersections on Forest Ridge Drive.
4. Assist Consultant in establishing meeting times and locations.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed on a pre-authorized lump sum agreement. Additional services the Consultant can provide, but are not limited to, are as follows:

- Site Details (Other than those specifically listed in the scope above)
- Grant Applications or Coordination with Grant Funding Requirements
- Geo-technical Investigation Reports and Materials Testing
- Basic or Detailed Topographic Survey
- Revisions due to changes in regulations
- Materials Testing
- Submittal, Permitting Fees, or Impact Fees (other than fees noted)
- Construction Documents of Any Kind
- Cost Estimates as provided by a professional cost estimating service
- Structural or Utility Design of Any Kind
- Permitting or Agency Reviews of Any Kind
- Coordination with TXDOT
- Additional Meetings
- Traffic Counts and Written Reports of Any Kind

SCHEDULE

The Consultant will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

FEE AND EXPENSES

The Consultant will provide the professional services described in the Scope of this Amendment, for the Lump Sum amount listed below:

Task	Fee Type	Fee
Task 1 – Cultural District Master Plan	Lump Sum	\$24,500
Task 2 – Cultural District Signage	Lump Sum	\$24,500
Total Tasks 1 and 2	Lump Sum	\$45,000

CLOSURE

If you concur with the foregoing and wish to direct us to proceed, please execute both copies of this agreement in the spaces provided below, retain one copy, and return the other copy to us.

Fees and times stated in this agreement are valid for sixty (60) days after the date of this letter. We appreciate the opportunity to provide these services to you. Please contact me at (214) 420-5625 or mark.hatchel@kimley-horn.com should you have any questions or need any additional information.

Sincerely,



Mark C. Hatchel, PLA
Vice President and Senior Project Manager



Eric Z. Smith
Assistant Secretary

By signing below, the City acknowledges and agrees to the supplemental services amount of \$45,000 as Amendment #4 and the original terms and conditions of the original engineering services agreement signed by the City on January 22, 2009 are incorporated by reference.

Agreed to this _____ day of _____, 2015.

City of Bedford, TX

By: _____
Roger Gibson, City Manager



Council Agenda Background

PRESENTER: Kelli Agan, Assistant City Manager

DATE: 12/08/15

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

ITEM:

Consider a resolution authorizing the City Manager to enter into the second year of a three-year contract with B&B Wrecker Services, Inc. to provide towing and storage for City-initiated vehicle tows; and providing an effective date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In 1996, the City of Bedford began contracting for City-initiated vehicle tows. The scope of the contract was for the purpose of providing vehicle wrecker and storage services for City initiated tows. These tows would be the result of abandoned vehicles, junked motor vehicles and automobile collisions in the event the owner or driver of a vehicle involved in an accident fails or refuses to designate a wrecker service. In 1996, the City entered into a contract with B&B Wrecker Services, Inc. (B&B) for a period of 24 months that was renewed by Council resolution for two additional 24-month terms. The selection of B&B was based on a proven performance of their safety record, response times, professionalism and meeting the required general specifications outlined in the proposal.

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

In October 2014, the Bedford Police Department once again requested proposals for contract wrecker service for a three-year term. In response to that request, the Police Department received proposals from B&B and Cardinal Towing and Auto Repair.

After careful review of each proposal, it was determined that B&B was the only one that met all of the qualifications as outlined in the request for proposal and their pricing was significantly lower than that of Cardinal Towing and Auto Repair. Further, since 1996, B&B has provided exemplary service to the City of Bedford.

If approved, this resolution shall take effect from and after January 8, 2016, and shall be effective for 12 months.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into the second year of a three-year contract with B&B Wrecker Services, Inc. to provide towing for City-initiated vehicle tows; and storage and providing an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

**Resolution
Wrecker Contract**

RESOLUTION NO. 15-

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

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

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

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

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

SECTION 2. That the City does hereby authorize the City Manager to enter into the second year of a three-year contract with B&B Wrecker Services, Inc. to provide towing for City-initiated tows.

SECTION 3. That this resolution shall take effect from and after January 8, 2016.

PRESENTED AND PASSED this 8th day of December 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

WRECKER CONTRACT

THE STATE OF TEXAS §

COUNTY OF TARRANT §

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

1.00 Purpose, Scope and Intent

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

2.00 Term of Contract, Termination

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

3.00 Operator's Minimum Equipment and Operating Requirements

3.01 Minimum Equipment Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

4.00 Charges

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

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

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

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

5.00 Abandoned Vehicle Procedure

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

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

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

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

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

6.00 Reporting

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

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

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

7.00 Audit, Insurance, Indemnity, Venue, Notices

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

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

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

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

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

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

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

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

Agreed to by The City of Bedford on this the 9th day of December 2014, to be effective on the 8th day of January 2015.

Roger Gibson, City Manager

ATTEST:

Michael Wells, City Secretary

Agreed to by B&B Wrecker Service on this the ____ day of _____, 2016.

B&B Wrecker Service, Inc.

Andy Chesney, Owner

ATTACHMENT A
City of Bedford
Wrecker Service and Storage Fee Quotes

A.	Base charge for Police authorized tows:	PRICES
1.	Base charge pulls (normal)	\$145.00
2.	Additional charges to base	
a.	Use of dollies	\$27.50
b.	Winching/waiting/standby hourly Rate (fifteen minute rates)	\$20.00
c.	Drop drive-shaft	\$15.00
d.	Pulls of 1 ½ ton or greater	\$250.00
B.	Base charge for City of Bedford Vehicles: (i.e., pool cars, P.D. vehicles, administration vehicles, etc.)	
1.	Base charge pulls (normal)	\$45.00
2.	Additional charge to base charge	
a.	Use of dollies	\$27.50
b.	Winching/waiting/standby hourly Rate (fifteen minute rates)	\$27.50
c.	Drop drive-shaft	\$15.00
d.	Pulls of 1 ½ ton or greater	\$125.00
C.	Storage rate per day:	\$20.00
D.	Preservation:	\$20.00
E.	Notification Fee:	\$50.00
F.	Motorcycle/Trailer Usage:	\$95.00 + \$2.50 per mile

ATTACHMENT B

Insurance

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

INSURANCE COVERAGED REQUIRED

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

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

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

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

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

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

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



Council Agenda Background

PRESENTER: Jeff Gibson, Police Chief

DATE: 12/08/15

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

ITEM:

Consider a resolution awarding the bid to Impact Promotional Services dba Got You Covered in Fort Worth, Texas, for the purchase of public safety uniforms and associated accessories.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

As it has been determined that the purchase of uniforms and uniform accessories is a necessity for members of the Police and Fire Department to perform their duties, funds were allocated within the budget for this purpose. This agreement is for the purchase of public safety uniforms and associated accessories. If approved, the contract will be for two years, with three additional one-year renewals. During the annual renewal, a price increase will be considered based on the Consumer Price Index for this industry, but not to exceed a five percent increase. Consideration for an annual renewal price increase must be provided in writing 60 days prior to renewal date.

The purpose of this bid is to establish unit pricing for each item listed in the bid. These items are typically purchased on an as needed basis. State law requires a bid process when a government entity purchases multiple items from the same vendor in excess of \$50,000. Between both departments, the City exceeds this amount for these items.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution awarding the bid to Impact Promotional Services dba Got You Covered in Fort Worth, Texas, for the purchase of public safety uniforms and associated accessories.

FISCAL IMPACT:

FY 2015/16 Budget:

\$67,250

ATTACHMENTS:

Resolution
Quote/Contract Agreement

RESOLUTION NO. 15-

A RESOLUTION ACCEPTING AND AWARDING THE BID TO IMPACT PROMOTIONAL SERVICES DBA GOT YOU COVERED IN FORT WORTH, TEXAS, FOR THE PURCHASE OF PUBLIC SAFETY UNIFORMS AND ACCESSORIES.

WHEREAS, the City Council of Bedford, Texas has determined the necessity to purchase public safety uniforms and accessories; and

WHEREAS, the City Council has determined that the bid should be awarded to the bidder who provides goods and services at the best value to the City and meeting all required specifications.

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 award the bid to purchase public safety uniforms and accessories from Impact Promotional Services dba Got You Covered in Fort Worth, Texas.

PRESENTED AND PASSED this 8th day of December 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

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

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20 15 by and between the City of Bedford (hereinafter called OWNER) and

Impact Promotional Services (DBA) Got You Covered Uniforms

of the City of Fort Worth , County of Tarrant , State of Texas (hereinafter called CONTRACTOR).

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

Article 1. Uniforms and accessories for the Police and Fire Departments.

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

The purchase of uniforms and uniform accessories for the Police and Fire Departments.

Article 2. CONTRACT TIME.

2.1 This contract will be in effect for a period of 24 months, beginning the date of contract execution, with the option of 3, 12 month renewal periods.

Article 3. CONTRACT PRICE.

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

Article 4. PAYMENT PROCEDURES.

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

**CITY OF BEDFORD
REQUEST FOR BID**

The City of Bedford is soliciting sealed bids for Police and Fire Fighter Uniforms and Uniform Accessories.

Bid Reference Number 15-PS-01

Subject: Police and Fire Fighter Uniforms and Uniform Accessories

Bid Closing Time: Wednesday, November 04, 2015 at 2:00 PM

Designate on the front, lower left hand corner of your response envelope, the above reference number and closing time. **DO NOT** place quoted prices on the outside of the envelope.

Quote and pricing must be provided on the required Quote sheet and the Authority to quote page must be filled out and signed.

Total Price from Quote Sheet:

Police Department – \$47,250.00

Fire Department – \$20,000.00

AUTHORITY TO QUOTE SHEET

AUTHORITY TO QUOTE

I agree to meet the stated minimum requirements as set forth in these specifications and that I have formalized myself with all the components of this Bid Request, for the price stated below:

TOTAL PRICE: 67,250 on AS USAP.

Bidder/Company Name: IMPACT Promotional Services ^{dba} GOT YOU COVERED Uniforms

Authorized Representative: Christopher WATSON

Signed: 

Title: Principal / GM

Address: 1200 E. LANCASTER AVE

City, State & Zip: Ft. Worth Texas 76102

Date: 11/3/2015

Telephone: 817-336-0692

Fax Number: 817-877-5673

Estimated Delivery Time

After Receipt of Order (requested 3 day delivery): Instock 1-3days, S.O. 7-10days

Standard Industrial Classification Code (SIC): _____

Warranty: (Please describe)

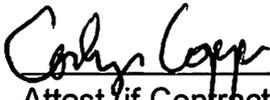
None other than manufacturers Warranty.

AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec 36.02, 36.08, 36.09, and 36.10, dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am aware that any violation of these rules subjects this agreement to one or more of the following: revocation, removal from bid lists, prohibiting future Contract/subcontract work, revocation of permits and/or prosecution.

A handwritten signature in black ink, appearing to be 'C. H.', written over a horizontal line.

Signature

A handwritten signature in black ink, appearing to be 'Carolyn Cooper', written over a horizontal line.

Attest (if Contractor is a Corporation)

ATTACHMENT I
REFERENCES

Each bidder is to provide a minimum of three (3) verifiable references in which the bidder has provided similar service.

Company Name: The Fort Worth Transportation Authority
Address: P.O. Box 1929 Fort Worth Texas 76102
Contact Person: Pearlethra Tillis - ISSACS
Telephone: 817-215-8905
Product Purchased by Reference: Uniforms + shoes/boots

Company Name: UTA Procurement Services
Address: P.O. Box 19136 Arlington Texas 76019 76019
Contact Person: Alexis Howard
Telephone: 817-272-3900
Product Purchased by Reference: Uniforms, gear + footwear

Company Name: Arlington Fire Department
Address: 620 W. Division St Arlington Texas 76011
Contact Person: Dana Shanks
Telephone: 817-459-5511
Product Purchased by Reference: Uniforms

NON-DISCRIMINATION:

Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. Contractor shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, disability, or place of birth. This action shall include but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

VENDOR COMPLIANCE WITH STATE LAW

The 1985 Session of Texas Legislature passed House Bill 620 relative to the award of Contracts to non-resident bidders. This law provides for non- resident bidders to bid projects for construction, improvements, supplies or services in Texas. To be awarded these Contracts, the non-resident bidder must bid an amount lower that the lowest Texas resident bidder by the same amount that a Texas resident would be required to underbid a non-resident bidder to obtain a comparable Contract in the state of the non-residents principal place of business.

NOTE: A non-resident bidder is a Contractor whose corporate office or principal place of business is located outside the State of Texas.

Item A: ALL BIDDERS

I hereby certify that our principal place of business is in the State of Texas.

YES X NO _____

Item B: NON-RESIDENT BIDDERS

Non-Resident vendors in _____ (State), our principal place of business, are required _____% lower than resident bidders by State Law. A Copy of the statue is attached.

Non- Resident vendors in _____ (State), our principle place of business, are **not** required to underbid resident bidders.

Christopher Watson
Name



Signature

Got You Covered Uniforms
Company Name

Fort Worth Texas, 76102
City, State

Bedford Police Department Uniform and Equipment List

	ITEM	Items Per Year	Price per Unit
Shirts	Blauer SuperShirt S/S 8675-04	30	\$41.15
	Blauer SuperShirt L/S 8670-04	15	\$44.90
	Blauer Blue Summer Shirt	6	\$46.75
	Blauer Breakaway Safety Vest	3 to 5	\$44.25
Pants	Blauer 4 Pocket Pants 8650-04	10	\$35.50
	Blauer 6 Pocket Pants 8657-04	30	\$46.10
	Blauer Shorts	6	\$51.10
Jackets	Blauer Rain Pants	3 to 5	\$45.50
	Blauer Inner Jacket	3 to 5	\$98.25
	Blauer Outer Jacket	3 to 5	\$264.15
	Blauer Reversible Rain Jacket	3 to 5	\$96.45
Body Armor	AlphaElite Level II w/ 1 HiLite Carriers	5	\$631.25
	AlphaElite Level II w/ 2 HiLite Carriers	5	\$695.00
	AlphaElite Level IIIA w/ 1 HiLite Carrier	5	\$716.25
	AlphaElite Level IIIA w/ 2 HiLite Carrier	5	\$775.75
	Point Blank Tailored Armor Carrier	10	\$129.50
	R20D with Molle and Plate Pockets (CID)	4	\$175.50
	Outer Belt	6	\$56.25
	Inner Belt	8	\$27.99
	Holster	1	\$127.10
	Cuff Case 90-2HS	3	\$22.75
	Magazine Holder-double	1	\$29.45
	Baton Holder	2	\$22.75
	OC Spray	10	\$10.45
	OC Spray Pouch	2	\$22.75
	Tourniquet Holder	3 to 5	\$29.95
	Tourniquet	3 to 5	\$24.75
	ASP Baton-21" chrome	1	\$87.50
	Radio Earphone	3 to 5	\$37.99
	Handcuffs S&W 320-103	1	\$34.95
	Blackington Nametags	10	\$8.25
	Blackington Serving Since Bars	10	\$11.50
	Blauer Hi-Vis Shirt S/S	21	\$47.25
	Blauer Hi-Vis Shirt L/S	7	\$56.25
	Blauer 6 Pocket Pants 8657-04	4	\$46.10
	Blauer Shorts	4	\$51.10
	Motor Pants	10	\$136.50
	5.11 Performance Polo Shirt	20	\$34.00
	5.11 TacLite Pro Pants	20	\$42.25
	Port Authority Jacket J324	1	\$34.99
	Leather Belt	1 to 3	\$19.50
	OC Spray Pouch	1 to 3	\$22.75
	OC Spray	1 to 3	\$10.45
	Handcuff Case	1 to 3	\$22.75
	Handcuffs	1 to 3	\$26.50
	Elbeco Paragon Plus Poplin Shirt	13	SS-\$36.50 LS-\$42.00
	Blauer 8810X Pants	14	\$59.20
	Blauer Inner Jacket	1	\$98.25
	5.11 Performance Polo Shirt	9	\$34.00
	5.11 TacLite Pro Pants	9	\$42.25
	Blauer SuperShirt S/S	5	\$41.15
	Blauer SuperShirt L/S	5	\$44.90
	Blauer 6 Pocket Pants	10	\$46.10
	AlphaElite Level IIIA w/ 2 HiLite Carrier	1	\$775.75
	Blauer SuperShirt S/S 8675-04	9	\$41.15
	Blauer SuperShirt L/S 8670-04	9	\$44.90
	Blauer 4 Pocket Pants 8650-04	9	\$35.50
	AlphaElite Level II w/ 2 HiLite Carriers	1	\$775.75

Bedford Fire Department Uniform Specifications

Vendor	Description	Part #	Sizes	Total Units	Departmental Logo Silkscreened on Garment	Departmental Logo Embroidered on Garment	Name Tag and Rank Tag	Departmental Patch (provided by jurisdiction)	Certification Patch (provided by bidder)	Total Units - Price with logos, patches and tags	Single Unit - Price with logos, patches and tags
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Workrite Products

Workrite	Firefighter Pant	400NMX-75-NB	Waist Sizes 28-42	120						\$ 83.25	\$ 83.25
Workrite	Firefighter Pant	400NMX-75-NB	Waist Sizes 44-50	20						\$ 103.89	\$ 103.89
Workrite	Full Cut Firefighter Pant	402NMX-75-NB	Waist Sizes 28-42	50						\$ 91.67	\$ 91.67
Workrite	Full Cut Firefighter Pant	402NMX-75-NB	Waist Sizes 44-50	10						\$ 114.61	\$ 114.61
Workrite	Women's Firefighter Pant	401NMX-75-NB	Waist Sizes 04-20	10						\$ 83.25	\$ 83.25
Workrite	Women's Firefighter Pant	401NMX-75-NB	Waist Sizes 22-24	5						\$ 103.89	\$ 103.89
Workrite	Fire Chief Shirt, Short Sleeve	700NMX-45-NB	Chest Sizes 38-50	120			\$ 10.00	0	\$ 3.50	\$10,935.60	\$ 91.13
Workrite	Fire Chief Shirt, Short Sleeve	700NMX-45-NB	Chest Sizes 52-54	20			\$ 10.00	0	\$ 3.50	\$2,341.00	\$ 117.05
Workrite	Women's Fire Chief Shirt, Short Sleeve	701NMX-45-NB	Chest Sizes S-XL	10			\$ 10.00	0	\$ 3.50	\$911.30	\$ 91.13
Workrite	Women's Fire Chief Shirt, Short Sleeve	701NMX-45-NB	Chest Sizes 2XL	5			\$ 10.00	0	\$ 3.50	\$585.25	\$ 117.05
Workrite	Fire Chief Shirts Long Sleeve	705NMX-45-NB	Chest Sizes Short 38-50	20			\$ 10.00	0	\$ 3.50	\$2,081.60	\$ 104.08
Workrite	Fire Chief Shirts Long Sleeve	705NMX-45-NB	Chest Sizes Short 52-54	20			\$ 10.00	0	\$ 3.50	\$2,685.40	\$ 134.27
Workrite	Fire Chief Shirts, Long Sleeve	705NMX-45-NB	Chest Sizes Reg. 38-50	20			\$ 10.00	0	\$ 3.50	\$2,081.60	\$ 104.08
Workrite	Fire Chief Shirts Long Sleeve	705NMX-45-NB	Chest Sizes Reg. 52-54	20			\$ 10.00	0	\$ 3.50	\$2,685.40	\$ 134.27
Workrite	Fire Chief Shirts, Long Sleeve	705NMX-45-NB	Chest Sizes Long 38-50	20			\$ 10.00	0	\$ 3.50	\$2,081.60	\$ 104.08
Workrite	Fire Chief Shirts Long Sleeve	705NMX-45-NB	Chest Sizes Long 52-54	20			\$ 10.00	0	\$ 3.50	\$2,685.40	\$ 134.27
Workrite	Women's Fire Chief Shirt, Long Sleeve	706NMX-45-NB	Chest Sizes S-XL	5			\$ 10.00	0	\$ 3.50	\$520.40	\$ 104.08
Workrite	Women's Fire Chief Shirt, Long Sleeve	706NMX-45-NB	Chest Sizes 2XL	5			\$ 10.00	0	\$ 3.50	\$671.35	\$ 134.27
Workrite	Fire Officer's Shirt, Short Sleeve	720NMX-45-NB	Chest Sizes 38-50	20			\$ 10.00	0	\$ 3.50	\$1,822.60	\$ 91.13
Workrite	Fire Officer's Shirt, Short Sleeve	720NMX-45-NB	Chest Sizes 52-54	20			\$ 10.00	0	\$ 3.50	\$2,341.00	\$ 117.05
Workrite	Women's Fire Officer Shirt, Short Sleeve	721NMX-45-NB	Chest Sizes S-XL	5			\$ 10.00	0	\$ 3.50	\$455.65	\$ 91.13
Workrite	Women's Fire Officer Shirt, Short Sleeve	721NMX-45-NB	Chest Sizes 2XL	5			\$ 10.00	0	\$ 3.50	\$585.25	\$ 117.05
Workrite	Fire Officer Shirt, Long Sleeve	725NMX-45-NB	Chest Sizes Short 38-50	20			\$ 10.00	0	\$ 3.50	\$2,105.00	\$ 105.25

Vendor	Description	Part #	Sizes	Total Units	Departmental Logo Silkscreened on Garment	Departmental Logo Embroidered on Garment	Name Tag and Rank Tag	Departmental Patch (provided by jurisdiction)	Certification Patch (provided by bidder)	Total Units - Price with logos, patches and tags	Single Unit - Price with logos, patches and tags
Workrite	Fire Officer Shirt, Long Sleeve	725NMX-45-NB	Chest Sizes Short 52-54	10			\$ 10.00	0	\$ 3.50	\$ 1,358.30	\$ 135.83
Workrite	Fire Officer Shirt, Long Sleeve	725NMX-45-NB	Chest Sizes Reg. 38-50	20			\$ 10.00	0	\$ 3.50	\$2,105.00	\$ 105.25
Workrite	Fire Officer Shirt, Long Sleeve	725NMX-45-NB	Chest Sizes Reg. 52-54	10			\$ 10.00	0	\$ 3.50	\$ 1,358.30	\$ 135.83
Workrite	Fire Officer Shirt, Long Sleeve	725NMX-45-NB	Chest Sizes Long 38-50	20			\$ 10.00	0	\$ 3.50	\$ 1,052.50	\$ 105.25
Workrite	Fire Officer Shirt, Long Sleeve	725NMX-45-NB	Chest Sizes Long 52-54	10			\$ 10.00	0	\$ 3.50	\$ 1,358.30	\$ 135.83

Bedford Fire Department Uniform Specifications

Workrite	Firefighter Shirt, Short Sleeve	730NMX-45-NB	Chest Sizes 38-50	50			\$ 10.00	Ø	\$ 3.50	\$ 4,241.50	\$ 84.83
Workrite	Firefighter Shirt, Short Sleeve	730NMX-45-NB	Chest Sizes 52-54	10			\$ 10.00	Ø	\$ 3.50	\$ 1,086.10	\$ 108.61
Workrite	Women's Firefighter Shirt, Short Sleeve	731NMX-45-NB	Chest Sizes S-XL	5			\$ 10.00	Ø	\$ 3.50	\$ 424.15	\$ 84.83
Workrite	Women's Firefighter Shirt, Short Sleeve	731NMX-45-NB	Chest Sizes 2XL	5			\$ 10.00	Ø	\$ 3.50	\$ 543.05	\$ 108.61
Workrite	Firefighter Shirt, Long Sleeve	735NMX-45-NB	Chest Sizes Short 38-50	10			\$ 10.00	Ø	\$ 3.50	\$ 1,035.40	\$ 103.54
Workrite	Firefighter Shirt, Long Sleeve	735NMX-45-NB	Chest Sizes Short 52-54	5			\$ 10.00	Ø	\$ 3.50	\$ 667.80	\$ 133.56
Workrite	Firefighter Shirt, Long Sleeve	735NMX-45-NB	Chest Sizes Reg. 38-50	10			\$ 10.00	Ø	\$ 3.50	\$ 1,035.40	\$ 103.54
Workrite	Firefighter Shirt, Long Sleeve	735NMX-45-NB	Chest Sizes Reg. 52-54	5			\$ 10.00	Ø	\$ 3.50	\$ 667.80	\$ 133.56
Workrite	Firefighter Shirt, Long Sleeve	735NMX-45-NB	Chest Sizes Long 38-50	10			\$ 10.00	Ø	\$ 3.50	\$ 1,035.40	\$ 103.54
Workrite	Firefighter Shirt, Long Sleeve	735NMX-45-NB	Chest Sizes Long 52-54	5			\$ 10.00	Ø	\$ 3.50	\$ 667.80	\$ 133.56
Workrite	Western Firefighter, Short Sleeve	740NMX-45-NB	Chest Sizes 38-50	1			\$ 10.00	Ø	\$ 3.50	\$ 83.74	\$ 83.74
Workrite	Western Firefighter, Short Sleeve	740NMX-45-NB	Chest Sizes 52-54	1			\$ 10.00	Ø	\$ 3.50	\$ 101.31	\$ 101.31
Workrite	Western Firefighter, Long Sleeve	745NMX-45-NB	Chest Sizes Short 38-50	1			\$ 10.00	Ø	\$ 3.50	\$ 96.34	\$ 96.34
Workrite	Western Firefighter, Long Sleeve	745NMX-45-NB	Chest Sizes Short 52-54	1			\$ 10.00	Ø	\$ 3.50	\$ 117.06	\$ 117.06
Workrite	Western Firefighter, Long Sleeve	745NMX-45-NB	Chest Sizes Reg. 38-50	1			\$ 10.00	Ø	\$ 3.50	\$ 96.34	\$ 96.34
Workrite	Western Firefighter, Long Sleeve	745NMX-45-NB	Chest Sizes Reg. 52-54	1			\$ 10.00	Ø	\$ 3.50	\$ 117.06	\$ 117.06
Workrite	Western Firefighter, Long Sleeve	745NMX-45-NB	Chest Sizes Long 38-50	1			\$ 10.00	Ø	\$ 3.50	\$ 96.34	\$ 96.34
Workrite	Western Firefighter, Long Sleeve	745NMX-45-NB	Chest Sizes Long 52-54	1			\$ 10.00	Ø	\$ 3.50	\$ 117.06	\$ 117.06

Vendor	Description	Part #	Sizes	Total Units	Departmental Logo Silkscreened on Garment	Departmental Logo Embroidered on Garment	Name Tag and Rank Tag	Departmental Patch (provided by jurisdiction)	Certification Patch (provided by bidder)	Total Units - Price with logos, patches and tags	Single Unit - Price with logos, patches and tags
Footwear											
Matterhorn	Mens' Crosstech Fabric 8" Waterproof Leather & Nylon Boots	7844	M:6-12,13,14; W:6-12,13,14	60						N/A	N/A
Matterhorn	Women's Crosstech Fabric 8" Waterproof Leather & Nylon Boot	7855	M:5-10	2						N/A	N/A
Rocky	7" Black Zipper with Lace for Boots	7001	8 Eyelet	65							
Rocky	Men's Tactical Specialist Oxford, Black	2015	M:7-12,13,14;W:7-12,13,14	20						\$ 799.80	\$ 39.99
Rocky	Men's Professional Oxford Shoes	510	M:7-12,13,14;W:6-12,13,14	20						\$ 799.80	\$ 39.99
Rocky	Women's Professional Oxford Shoes	210	M:6-10; W:6-10	1						\$ 39.99	\$ 39.99
5.11	Men's 8" A.T.A.C. Boot	12002-019	M:6-12,13,14; W:6-12,13,14	1						\$ 86.50	\$ 86.50
Justin	Men's 8" Pitstop Lace Up Boot, Black	763	M:7-12,13; W:6-12,13	1						N/A	N/A
Justin	Men's 10" Pull Up Boot, Black	4763	M:7-12,13,14 W:6-12,13	1						N/A	N/A
Wolverine	Exert Wolverine Durashock 6" Opanka Boots, Black	WO4422	M:7-12,13,14; W:7-12,13	1						N/A	N/A
Bates	Men's Enforcer 8" Tactical Side-Zip Boots, Black	2261	M:7-12,13,14;W:7-12,13,14	1						\$ 86.00	\$ 86.00

Bedford Fire Department Uniform Specifications

LaCrosse	Men's Maltese 10" Non-Insulated Side Zip Leather Boots	12910 Maltese	M:7-12,13,14;W:7-12,13,14	1							N/A	N/A
Danner	Men's 8" Acadia Boots, Waterproof	21210	M:7-12,13; W:7-12,13,14	1							N/A	N/A
Danner	Women's 8" Acadia Boots, Waterproof	21210W	M:5-10	1							N/A	N/A
Belt												
Dutyman	1-1/2" Plain Leather Hook Belt	1211(Buckleless)	Waist Size: 28-44	5							\$ 99.95	\$ 19.99
Dutyman	1-1/2" Plain Leather Hook Belt	1211(Buckleless)	Waist Size: 46-60	1							\$ 19.99	\$ 19.99
Dutyman	1-1/2" Plain Leather Garrison Belt, Gold Buckle	1511G	Waist Size: 28-44	20							\$ 399.80	\$ 19.99
Dutyman	1-1/2" Plain Leather Garrison Belt, Gold Buckle	1511G	Waist Size:46-60	5							\$ 99.95	\$ 19.99
Dutyman	1-1/2" Plain Leather Garrison Belt, Silver Buckle	1511S	Waist Size: 28-44	20							\$ 399.80	\$ 19.99
Dutyman	1-1/2" Plain Leather Garrison Belt, Silver Buckle	1511S	Waist Size:46-60	5							\$ 114.95	\$ 22.99
Winter Coat												
Blauer	GTX+Plus, Emergency Certified Response Jacket	9845Z	XS-3XL	10	\$ 12.00		\$ 4.50	Ø		\$ 3.50	\$ 3,049.90	\$ 304.99
Blauer	GTX+Plus, Emergency Certified Response Jacket	9845Z	4XL-5XL	5	\$ 12.00		\$ 4.50	Ø		\$ 3.50	\$ 1,524.95	\$ 304.99
Vendor	Description	Part #	Sizes	Total Units	Departmental Logo Silkscreened on Garment	Departmental Logo Embroidered on Garment	Name Tag and Rank Tag	Departmental Patch (provided by jurisdiction)	Certification Patch (provided by bidder)	Total Units - Price with logos, patches and tags	Single Unit - Price with logos, patches and tags	
Blauer	Supershell with Crosstech Fabric	9970	XS-3XL	1	\$ 12.50			Ø	\$ 3.50	\$ 410.14	\$ 410.14	
Blauer	Supershell with Crosstech Fabric	9970	4XL-5XL	1	\$ 12.50			Ø	\$ 3.50	\$ 542.85	\$ 542.85	
Spiewak	Tritel Fleece Jacket	S526CF (Navy)	S-2XL	1	\$ 12.50		\$ 4.50	Ø	\$ 3.50	\$ 93.65	\$ 93.65	
Spiewak	Tritel Fleece Jacket	S526CF (Navy)	3XL-5XL	1	\$ 12.50		\$ 4.50	Ø	\$ 3.50	\$ 101.65	\$ 101.65	
Spiewak	All Weather Tritel Systems Jacket	S577CF (Navy)	S-2XL	1	\$ 12.50		\$ 4.50	Ø	\$ 3.50	\$ 123.00	\$ 123.00	
Spiewak	All Weather Tritel Systems Jacket	S577CF (Navy)	3XL-5XL	1	\$ 12.50		\$ 4.50	Ø	\$ 3.50	\$ 126.75	\$ 126.75	
Spiewak	Weather Tech EMS 3-in-1 Systems Jacket	1690EU (Red)	S-2XL	1	\$ 12.50		\$ 4.50	Ø	\$ 3.50	N/A	N/A	
Spiewak	Weather Tech EMS 3-in-1 Systems Jacket	1690EU (Red)	3XL-5XL	1	\$ 12.50		\$ 4.50	Ø	\$ 3.50	N/A	N/A	
Spiewak	Weather Tech Active Duty Jacket	1775	S-2XL	1	\$ 12.50		\$ 4.50	Ø	\$ 3.50	\$ 310.50	\$ 310.50	
Spiewak	Weather Tech Active Duty Jacket	1775	3XL-5XL	1	\$ 12.50		\$ 4.50	Ø	\$ 3.50	\$ 323.00	\$ 323.00	
Vendor	Description	Part #	Sizes	Total Units	Departmental Logo Silkscreened on Garment	Departmental Logo Embroidered on Garment	Name Tag and Rank Tag	Departmental Patch (provided by jurisdiction)	Certification Patch (provided by bidder)	Total Units - Price with logos, patches and tags	Single Unit - Price with logos, patches and tags	
Badges/Collar Devices												
V.H. Blakinton	Bugle Insignia, 1 Horn, Cut-Out Bugles, Clutch Back, Gold	A2909	1 Bugle	18						\$ 107.82	\$ 5.99	
V.H. Blakinton	Bugle Insignia, 2 Horn, Cut-Out Bugles, Clutch Back, Gold	A2908	2 Bugles	8						\$ 47.92	\$ 5.99	
V.H. Blakinton	Bugle Insignia, 3 Horn, Cut-Out Bugles, Clutch Back, Gold	A2907	3 Bugles	4						\$ 23.96	\$ 5.99	
V.H. Blakinton	Bugle Insignia, 4 Horn, Cut-Out Bugles, Clutch Back, Gold	A2906	4 Bugles	1						\$ 5.99	\$ 5.99	
V.H. Blakinton	Bugle Insignia, 5 Horn, Cut-Out Bugles, Clutch Back, Gold	A2905	5 Bugles	2						\$ 11.98	\$ 5.99	
V.H. Blakinton	Collar Device, F.D., Rhodium	J79-Rhodium	3/8"	20						\$ 119.80	\$ 5.99	
V.H. Blakinton	Badge, Rhodium	B38-Rhodium		20						\$ 930.00	\$ 46.50	
V.H. Blakinton	Badge, Gold	B38-Gold		20						\$ 1,130.00	\$ 56.50	
V.H. Blakinton	Badge, Rhodium	B1496-Rhodium		20						\$ 959.00	\$ 47.95	
V.H. Blakinton	Badge, Gold	B1496-Gold		20						\$ 1,179.00	\$ 58.95	

Bedford Fire Department Uniform Specifications

Clasic Cap	Chest Patch Badge, Gold	EM-GST-12573-G		20						\$ 65.00	\$ 3.25
Clasic Cap	Chest Patch Badge, Silver	EM-GST-12573-S		40						\$ 65.00	\$ 3.25
V.H. Blakinton	Name Tag (Rhodium)	J1-Rhodium	3" x 5/8"	20						\$ 159.80	\$ 7.99
V.H. Blakinton	Name Tag (Gold)	J1-Gold	3" x 5/8"	20						\$ 159.80	\$ 7.99
Entenman-Rovin	Badge, Gold	A210-Gold		1						N/A	N/A
Entenman-Rovin	Badge, Silver	A210-Silver		1						N/A	N/A

Miscellaneous

Sportif	Men's Patrol Cargo Stretch Shorts, 6-1/2" Inseam, Navy	630170	Waist Size: 28-42	1						N/A	N/A
Sportif	Men's Patrol Cargo Stretch Shorts, 6-1/2" Inseam, Navy	630170	Waist Size: 44-50	1						N/A	N/A
Anvil	Men's Heavyweight (7.1 oz) Cotton Shorts, Ash	122-NVY	S-XL	1						N/A	N/A
Anvil	Men's Heavyweight (7.1 oz) Cotton Shorts, Ash	122-NVY	2XL-4XL	100						N/A	N/A
Augusta	Men's Jersey Knit 50/50 Blend Shorts, 6" Inseam, Ash	900-Ash	S-XL	1						N/A	N/A

Vendor	Description	Part #	Sizes	Total Units	Departmental Logo Silkscreened on Garment	Departmental Logo Embroidered on Garment	Name Tag and Rank Tag	Departmental Patch (provided by jurisdiction)	Certification Patch (provided by bidder)	Total Units - Price with logos, patches and tags	Single Unit - Price with logos, patches and tags
Augusta	Men's Jersey Knit 50/50 Blend Shorts, 6" Inseam, Ash	900-Ash	2XL-4XL	1						N/A	N/A
Anvil	Men's Mock Turtleneck w/Dept. Logo, Ash Gray, Long Sleeve	12479-ASH	S-XL	144						N/A	N/A
Anvil	Men's Mock Turtleneck w/Dept. Logo, Ash Gray, Long Sleeve	12479-ASH	2XL	77						N/A	N/A
Union Line	Men's Firehouse Sweatshirts, Long Sleeve	10036	M-XL	60						N/A	N/A
Union Line	Men's Firehouse Sweatshirts, Long Sleeve	10037	2XL-4XL	1						N/A	N/A
5.11 Tactical	Men's Tactical Pants, 100% Cotton Canvas	74251	Waist Size: 28-44	1						\$ 42.25	\$ 42.25
5.11 Tactical	Men's Tactical Pants, 100% Cotton Canvas	74251	Waist Size: 46-54	1						\$ 46.99	\$ 46.99
5.11 Tactical	Men's Tactical Shirt, 100% Cotton Canvas, Long Sleeve	72157	M-2XL	1	\$ 12.00	\$ 6.50	\$ 10.00	0	\$ 3.50	\$ 74.25	\$ 74.25
5.11 Tactical	Men's Tactical Shirt, 100% Cotton Canvas, Long Sleeve	72157	3XL	1	\$ 12.00	\$ 6.50	\$ 10.00	0	\$ 3.50	\$ 78.99	\$ 78.99
5.11 Tactical	Men's Tactical Shirt, 100% Cotton Canvas, Short Sleeve	71152	M-2XL	1	\$ 12.00	\$ 6.50	\$ 10.00	0	\$ 3.50	\$ 74.25	\$ 74.25
5.11 Tactical	Men's Tactical Shirt, 100% Cotton Canvas, Short Sleeve	71152	3XL	1	\$ 12.00	\$ 6.50	\$ 10.00	0	\$ 3.50	\$ 78.99	\$ 78.99
Red Kap	Men's Big Ben Twill Work Pants	PT52	Waist Size: 30-42	1							
Red Kap	Men's Big Ben Twill Work Pants	PT52	Waist Size: 44-50	1							
Jerzee	Men's 90/10 Heavyweight Crew Neck Sweatshirt, Long Sleeve	1801	S-XL	1						N/A	N/A
Jerzee	Men's 90/10 Heavyweight Crew Neck Sweatshirt, Long Sleeve	1801	2XL-3XL	1						N/A	N/A
Jerzee	Men's 50/50 Heavyweight Pull-Over Hooded Sweatshirt, Long Sleeve	4997M	M-XL	1						N/A	N/A
Jerzee	Men's 50/50 Heavyweight Pull-Over Hooded Sweatshirt, Long Sleeve	4997M	2XL-3XL	1						N/A	N/A
Jerzee	Men's 50/50 Heavyweight Sweatpants	4850MP	S-XL	1						N/A	N/A
Jerzee	Men's 50/50 Heavyweight Sweatpants	4850MP	2XL	1						N/A	N/A

Bedford Fire Department Uniform Specifications

Vendor	Description	Part #	Sizes	Total Units	Departmental Logo Silkscreened on Garment	Departmental Logo Embroidered on Garment	Name Tag and Rank Tag	Departmental Patch (provided by jurisdiction)	Certification Patch (provided by bidder)	Total Units - Price with logos, patches and tags	Single Unit - Price with logos, patches and tags
Elbeco	Men's Paragon Plus Shirt, 65/35 Poly-Cotton, Short Sleeve	P867	S-XL	1	\$ 12.00	\$ 6.50	\$ 10.00	0	\$ 3.50	\$ 63.65	\$ 63.65
Elbeco	Men's Paragon Plus Shirt, 65/35 Poly-Cotton, Short Sleeve	P867	2XL-3XL	1	\$ 12.00	\$ 6.50	\$ 10.00	0	\$ 3.50	\$ 67.75	\$ 67.75
Elbeco	Men's Tex-Trop Shirt, 100% Poly, Short Sleeve	3314	14-17.5	1	\$ 12.00	\$ 4.50	\$ 10.00		\$ 3.50	\$ 104.99	\$ 104.99
Elbeco	Men's Tex-Trop Shirt, 100% Poly, Short Sleeve	3314	18-22	1	\$ 12.00	\$ 4.50	\$ 10.00		\$ 3.50	\$ 79.99	\$ 79.99
Elbeco	Men's Tex-Trop Shirt, 100% Poly, Long Sleeve	314	14.5x32/33-17.5x36/37	1	\$ 12.00	\$ 4.50	\$ 10.00		\$ 3.50	\$ 78.99	\$ 78.99
Elbeco	Men's Tex-Trop Shirt, 100% Poly, Long Sleeve	314	18x32/33-20x36/37	1	\$ 12.00	\$ 4.50	\$ 10.00		\$ 3.50	\$ 84.99	\$ 84.99
Elbeco	Men's Tex-Trop Trousers, 100% Poly	E314	Waist Size: 28-42	1						\$ 42.99	\$ 42.99
Elbeco	Men's Tex-Trop Trousers, 100% Poly	E314	Waist Size: 44-56	1						\$ 46.99	\$ 46.99
Blauer	Reversible Rain Jacket, 32" Long, ANSI-II, w/Dept. Logo	26991-15	3XL	1	\$ 12.00					\$ 136.99	\$ 136.99
Blauer	Reversible Rain Jacket, 32" Long, ANSI-II, w/Dept. Logo	26991-15	4XL	1	\$ 12.00					\$ 136.99	\$ 136.99
Add Zipper to Shirt											
Class A Uniform Items											
Lighthouse	Men's Jacket, Class A, 6-Button, Poly Wool	Coat-Blk	34-46	1				Ø	\$ 3.50	\$ 344.95	\$ 344.95
Lighthouse	Men's Jacket, Class A, 6-Button, Poly Wool	Coat-Blk	48-50	1				Ø	\$ 3.50	\$ 344.95	\$ 344.95
Lighthouse	Men's Jacket, Class A, 6-Button, Poly Wool	Coat-Blk	52-56	1				Ø	\$ 3.50	\$ 413.45	\$ 413.45
Lighthouse	Men's Trousers, Class A, Poly Wool	Pant-Blk	28-42	1						\$ 99.15	\$ 99.15
Lighthouse	Men's Trousers, Class A, Poly Wool	Pant-Blk	44-54	1						\$ 119.00	\$ 119.00
Elbeco	Men's Paragon Plus Shirt, 65/35 Poly-Cotton, Long Sleeve	P877	14.5x32/33-17.5x36/37	1				Ø	\$ 3.50	\$ 40.00	\$ 40.00
Elbeco	Men's Paragon Plus Shirt, 65/35 Poly-Cotton, Long Sleeve	P877	18x32/33-20x36/37	1				Ø	\$ 3.50	\$ 45.00	\$ 45.00
Lighthouse	Men's Dress Hat, Bell Style, Black	Bell-Blk	Hat Size: 6-7/8"-8"	1						\$ 49.99	\$ 49.99
Lighthouse	Hat Badge, 1-Horn, Cut-Out Bugles, Screw Black, Gold	1-G-CO	1 Bugle	1						\$ 20.00	\$ 20.00
Lighthouse	Hat Badge, 2-Horns, Cut-Out Bugles, Screw Black, Gold	2-G-CO	2 Bugles	1						\$ 20.00	\$ 20.00
Lighthouse	Hat Badge, 3-Horns, Cut-Out Bugles, Screw Black, Gold	3-G-CO	3 Bugles	1						\$ 20.00	\$ 20.00
Lighthouse	Hat Badge, 4-Horns, Cut-Out Bugles, Screw Black, Gold	4-G-CO	4 Bugles	1						\$ 20.00	\$ 20.00
Vendor	Description	Part #	Sizes	Total Units	Departmental Logo Silkscreened on Garment	Departmental Logo Embroidered on Garment	Name Tag and Rank Tag	Departmental Patch (provided by jurisdiction)	Certification Patch (provided by bidder)	Total Units - Price with logos, patches and tags	Single Unit - Price with logos, patches and tags
Lighthouse	Hat Badge, 5-Horns, Cut-Out Bugles, Screw Black, Gold	4-G-CO	5 Bugles	1						\$ 20.00	\$ 20.00
Add Striping to Jacket											
	1 Gold or Silver									\$ 14.00	\$ 7.00
	2 Gold or Silver									\$ 28.00	\$ 14.00
	3 Gold or Silver									\$ 36.00	\$ 18.00
	4 Gold or Silver									\$ 44.00	\$ 22.00
	5 Gold or Silver									\$ 52.00	\$ 26.00
	Adding Maltese Cross - Gold or Silver									\$ 3.50	\$ 3.50

Bedford Fire Department Uniform Specifications

Wolfmark	Men's Clip-On Tie, Black	001180016- 001180022	16"-22"	1						\$ 7.95	\$ 7.95
Wolfmark	Men's Four-in-Hand Tie, Black	001180057- 001180060	57"-60"	1						\$ 7.95	\$ 7.95
Hatch	Men's Parade Dress Gloves, White	WG1000	S-XL	1						\$ 4.99	\$ 4.99
Hatch	Men's Parade Dress Gloves w/Snap, White	WG1000S	S-XL	1						\$ 4.99	\$ 4.99
Fechheimer	Men's Jacket, Double Breasted, LAPD Blue	38802	34-46	1				Ø	\$ 3.50	\$ 163.55	\$ 163.55
Fechheimer	Men's Jacket, Double Breasted, LAPD Blue	38802	48-50	1				Ø	\$ 3.50	\$ 178.54	\$ 178.54
Fechheimer	Men's Trousers, 100% Poly, LAPD Blue	38200	Waist Size: 28-42	1						\$ 42.55	\$ 42.55
Fechheimer	Men's Trousers, 100% Poly, LAPD Blue	38200	Waist Size: 44-54	1						\$ 48.55	\$ 48.55
Fechheimer	Men's Dress Shirt, 65/35 Poly Cotton, White	15W5400	15x32/33-17.5x36/37	1				Ø	\$ 3.50	\$ 36.00	\$ 36.00
Fechheimer	Men's Dress Shirt, 65/35 Poly Cotton, White	15W5401	18x32/33-20x36-37	1				Ø	\$ 3.50	\$ 49.92	\$ 49.92
Bayly	Men's Uniform Pershing Hat	973607B	Hat Size: 2XS-2XL	1						N/A	N/A

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
1	Fire Fighters Pant (up to 34" Inseam)	400NMX-75-NB-28/R	28/R	Dark Navy	\$ 83.25
2	Fire Fighters Pant (up to 34" Inseam)	400NMX-75-NB-29/R	29/R	Dark Navy	\$ 83.25
3	Fire Fighters Pant (up to 34" Inseam)	400NMX-75-NB-30/R	30/R	Dark Navy	\$ 83.25
4	Fire Fighters Pant (up to 34" Inseam)	400NMX-75-NB-31/R	31/R	Dark Navy	\$ 83.25
5	Fire Fighters Pant (up to 34" Inseam)	400NMX-75-NB-32/R	32/R	Dark Navy	\$ 83.25
6	Fire Fighters Pant (up to 34" Inseam)	400NMX-75-NB-33/R	33/R	Dark Navy	\$ 83.25
7	Fire Fighters Pant (up to 34" Inseam)	400NMX-75-NB-34/R	34/R	Dark Navy	\$ 83.25
8	Fire Fighters Pant (up to 36" Inseam)	400NMX-75-NB-35/R	35/R	Dark Navy	\$ 83.25
9	Fire Fighters Pant (up to 36" Inseam)	400NMX-75-NB-36/R	36/R	Dark Navy	\$ 83.25
10	Fire Fighters Pant (up to 36" Inseam)	400NMX-75-NB-38/R	38/R	Dark Navy	\$ 83.25
11	Fire Fighters Pant (up to 36" Inseam)	400NMX-75-NB-40/R	40/R	Dark Navy	\$ 83.25
12	Fire Fighters Pant (up to 36" Inseam)	400NMX-75-NB-42/R	42/R	Dark Navy	\$ 83.25
13	Fire Fighters Pant (up to 36" Inseam)	400NMX-75-NB-44/R	44/R	Dark Navy	\$ 103.89
14	Fire Fighters Pant (up to 36" Inseam)	400NMX-75-NB-46/R	46/R	Dark Navy	\$ 103.89
15	Fire Fighters Pant (up to 36" Inseam)	400NMX-75-NB-48/R	48/R	Dark Navy	\$ 103.89
16	Fire Fighters Pant (up to 36" Inseam)	400NMX-75-NB-50/R	50/R	Dark Navy	\$ 103.89
17	Fire Fighters Pant (up to 36" Inseam)	400NMX-75-NB-52/R	52/R	Dark Navy	\$ 103.89
18	Fire Fighters Pant (up to 36" Inseam)	400NMX-75-NB-54-R	54/R	Dark Navy	\$ 103.89
19	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-28/L	28/L	Dark Navy	\$ 103.89
20	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-29/L	29/L	Dark Navy	\$ 103.89
21	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-30/L	30/L	Dark Navy	\$ 103.89
22	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-31/L	31/L	Dark Navy	\$ 103.89
23	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-32/L	32/L	Dark Navy	\$ 103.89
24	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-33/L	33/L	Dark Navy	\$ 103.89
25	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-34/L	34/L	Dark Navy	\$ 103.89
26	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-35/L	35/L	Dark Navy	\$ 83.25
27	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-36/L	36/L	Dark Navy	\$ 83.25
28	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-38/L	38/L	Dark Navy	\$ 83.25
29	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-40/L	40/L	Dark Navy	\$ 83.25
30	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-42/L	42/L	Dark Navy	\$ 83.25
31	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-44/L	44/L	Dark Navy	\$ 83.25
32	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-46/L	46/L	Dark Navy	\$ 83.25
33	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-48/L	48/L	Dark Navy	\$ 83.25
34	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-50/L	50/L	Dark Navy	\$ 103.89
35	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-52/L	52/L	Dark Navy	\$ 103.89
36	Fire Fighters Pant (up to 38" Inseam)	400NMX-75-NB-54/L	54/L	Dark Navy	\$ 103.89

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
37	Women's Fire Fighter Pant (to 34" Inseam)	401NMX-75-NB-04/R	04/R	Dark Navy	\$ 83.25
38	Women's Fire Fighter Pant (to 34" Inseam)	401NMX-75-NB-06/R	06/R	Dark Navy	\$ 83.25
39	Women's Fire Fighter Pant (to 34" Inseam)	401NMX-75-NB-08/R	08/R	Dark Navy	\$ 83.25
40	Women's Fire Fighter Pant (to 34" Inseam)	401NMX-75-NB-10/R	10/R	Dark Navy	\$ 83.25
41	Women's Fire Fighter Pant (to 34" Inseam)	401NMX-75-NB-12/R	12/R	Dark Navy	\$ 83.25
42	Women's Fire Fighter Pant (to 34" Inseam)	401NMX-75-NB-14/R	14/R	Dark Navy	\$ 83.25
43	Women's Fire Fighter Pant (to 34" Inseam)	401NMX-75-NB-16/R	16/R	Dark Navy	\$ 83.25
44	Women's Fire Fighter Pant (to 34" Inseam)	401NMX-75-NB-18/R	18/R	Dark Navy	\$ 83.25
45	Women's Fire Fighter Pant (to 34" Inseam)	401NMX-75-NB-20/R	20/R	Dark Navy	\$ 83.25
46	Women's Fire Fighter Pant (to 34" Inseam)	401NMX-75-NB-22/R	22/R	Dark Navy	\$ 83.25
47	Women's Fire Fighter Pant (to 34" Inseam)	401NMX-75-NB-24/R	24/R	Dark Navy	\$ 83.25
48	Women's Fire Fighter Pant (to 38" Inseam)	401NMX-75-NB-04/L	04/L	Dark Navy	\$ 103.89
49	Women's Fire Fighter Pant (to 38" Inseam)	401NMX-75-NB-06/L	06/L	Dark Navy	\$ 103.89
50	Women's Fire Fighter Pant (to 38" Inseam)	401NMX-75-NB-08/L	08/L	Dark Navy	\$ 103.89
51	Women's Fire Fighter Pant (to 38" Inseam)	401NMX-75-NB-10/L	10/L	Dark Navy	\$ 103.89
52	Women's Fire Fighter Pant (to 38" Inseam)	401NMX-75-NB-12/L	12/L	Dark Navy	\$ 103.89
53	Women's Fire Fighter Pant (to 38" Inseam)	401NMX-75-NB-14/L	14/L	Dark Navy	\$ 103.89
54	Women's Fire Fighter Pant (to 38" Inseam)	401NMX-75-NB-16/L	16/L	Dark Navy	\$ 103.89
55	Women's Fire Fighter Pant (to 38" Inseam)	401NMX-75-NB-18/L	18/L	Dark Navy	\$ 103.89
56	Women's Fire Fighter Pant (to 38" Inseam)	401NMX-75-NB-20/L	20/L	Dark Navy	\$ 103.89
57	Women's Fire Fighter Pant (to 38" Inseam)	401NMX-75-NB-22/L	22/L	Dark Navy	\$ 103.89
58	Women's Fire Fighter Pant (to 38" Inseam)	401NMX-75-NB24/L	24/L	Dark Navy	\$ 103.89

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
59	Fire Fighter Pant, Full Cut (up to 34" I)	402NMX-75-NB-28/R	28/R	Dark Navy	\$ 91.67
60	Fire Fighter Pant, Full Cut (up to 34" I)	402NMX-75-NB-30/R	30/R	Dark Navy	\$ 91.67
61	Fire Fighter Pant, Full Cut (up to 34" I)	402NMX-75-NB-31/R	31/R	Dark Navy	\$ 91.67
62	Fire Fighter Pant, Full Cut (up to 34" I)	402NMX-75-NB-32/R	32/R	Dark Navy	\$ 91.67
63	Fire Fighter Pant, Full Cut (up to 34" I)	402NMX-75-NB-33/R	33/R	Dark Navy	\$ 91.67
64	Fire Fighter Pant, Full Cut (up to 34" I)	402NMX-75-NB-34/R	34/R	Dark Navy	\$ 91.67
65	Fire Fighter Pant, Full Cut (up to 36" I)	402NMX-75-NB-35/R	35/R	Dark Navy	\$ 91.67
66	Fire Fighter Pant, Full Cut (up to 36" I)	402NMX-75-NB-36/R	36/R	Dark Navy	\$ 91.67
67	Fire Fighter Pant, Full Cut (up to 36" I)	402NMX-75-NB-38/R	38/R	Dark Navy	\$ 91.67
68	Fire Fighter Pant, Full Cut (up to 36" I)	402NMX-75-NB-40/R	40/R	Dark Navy	\$ 91.67
69	Fire Fighter Pant, Full Cut (up to 36" I)	402NMX-75-NB-42/R	42/R	Dark Navy	\$ 91.67
70	Fire Fighter Pant, Full Cut (up to 36" I)	402NMX-75-NB-44/R	44/R	Dark Navy	\$ 114.61
71	Fire Fighter Pant, Full Cut (up to 36" I)	402NMX-75-NB-46/R	46/R	Dark Navy	\$ 114.61
72	Fire Fighter Pant, Full Cut (up to 36" I)	402NMX-75-NB-48/R	48/R	Dark Navy	\$ 114.61
73	Fire Fighter Pant, Full Cut (up to 36" I)	402NMX-75-NB-50/R	50/R	Dark Navy	\$ 114.61
74	Fire Fighter Pant, Full Cut (up to 36" I)	402NMX-75-NB-52/R	52/R	Dark Navy	\$ 114.61
75	Fire Fighter Pant, Full Cut (up to 36" I)	402NMX-75-NB-54/R	54/R	Dark Navy	\$ 114.61
76	Fire Fighter Pant, Full Cut (up to 36" I)	402NMX-75-NB-56/R	56/R	Dark Navy	\$ 114.61
77	Fire Fighter Pant, Full Cut (up to 38" I)	402NMX-75-NB-28/L	28/L	Dark Navy	\$ 114.61
78	Fire Fighter Pant, Full Cut (up to 38" I)	402NMX-75-NB-30/L	30/L	Dark Navy	\$ 114.61
79	Fire Fighter Pant, Full Cut (up to 38" I)	402NMX-75-NB-31/L	31/L	Dark Navy	\$ 114.61
80	Fire Fighter Pant, Full Cut (up to 38" I)	402NMX-75-NB-32/L	32/L	Dark Navy	\$ 114.61
81	Fire Fighter Pant, Full Cut (up to 38" I)	402NMX-75-NB-33/L	33/L	Dark Navy	\$ 114.61
82	Fire Fighter Pant, Full Cut (up to 38" I)	402NMX-75-NB-34/L	34/L	Dark Navy	\$ 114.61
83	Fire Fighter Pant, Full Cut (up to 38" I)	402NMX-75-NB-35/L	35/L	Dark Navy	\$ 91.67
84	Fire Fighter Pant, Full Cut (up to 38" I)	402NMX-75-NB-36/L	36/L	Dark Navy	\$ 91.67
85	Fire Fighter Pant, Full Cut (up to 38" I)	402NMX-75-NB-38/L	38/L	Dark Navy	\$ 91.67
86	Fire Fighter Pant, Full Cut (up to 38" I)	402NMX-75-NB-40/L	40/L	Dark Navy	\$ 91.67
87	Fire Fighter Pant, Full Cut (up to 38" I)	402NMX-75-NB-42/L	42/L	Dark Navy	\$ 91.67
88	Fire Fighter Pant, Full Cut (up to 38" I)	402NMX-75-NB-44/L	44/L	Dark Navy	\$ 91.67
89	Fire Fighter Pant, Full Cut (up to 38" I)	402NMX-75-NB-46/L	46/L	Dark Navy	\$ 91.67
90	Fire Fighter Pant, Full Cut (up to 38" I)	402NMX-75-NB-48/L	48/L	Dark Navy	\$ 91.67
91	Fire Fighter Pant, Full Cut (up to 38" I)	402NMX-75-NB-50/L	50/L	Dark Navy	\$ 91.67

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
92	Rescue Pant, Nomex IIIA	475NMX-75-NB-XS/R	XS-R	Dark Navy	\$ 152.40
93	Rescue Pant, Nomex IIIA	475NMX-75-NB-S/R	S/R	Dark Navy	\$ 121.92
94	Rescue Pant, Nomex IIIA	475NMX-75-NB-M/R	M/R	Dark Navy	\$ 121.92
95	Rescue Pant, Nomex IIIA	475NMX-75-NB-L/R	L/R	Dark Navy	\$ 121.92
96	Rescue Pant, Nomex IIIA	475NMX-75-NB-XL/R	XL/R	Dark Navy	\$ 121.92
97	Rescue Pant, Nomex IIIA	475NMX-75-NB-2XL/R	2XL/R	Dark Navy	\$ 152.40
98	Rescue Pant, Nomex IIIA	475NMX-75-NB-3XL/R	3XL/R	Dark Navy	\$ 152.40
99	Rescue Pant, Nomex IIIA	475NMX-75-NB-L/S	L/S	Dark Navy	\$ 121.92
100	Rescue Pant, Nomex IIIA	475NMX-75-NB-XL/S	XL/S	Dark Navy	\$ 121.92
101	Rescue Pant, Nomex IIIA	475NMX-75-NB-2XL/S	2XL/S	Dark Navy	\$ 152.40
102	Rescue Pant, Nomex IIIA	475NMX-75-NB-3XL/S	3XL/S	Dark Navy	\$ 152.40
103	Rescue Pant, Nomex IIIA	475NMX-75-NB-S/L	S/L	Dark Navy	\$ 152.40
104	Rescue Pant, Nomex IIIA	475NMX-75-NB-M/L	M/L	Dark Navy	\$ 152.40
105	Rescue Pant, Nomex IIIA	475NMX-75-NB-L/L	L/L	Dark Navy	\$ 152.40
106	Rescue Pant, Nomex IIIA	475NMX-75-NB-XL/L	XL/L	Dark Navy	\$ 152.40
107	Rescue Pant, Nomex IIIA	475NMX-75-NB-2XL/L	2XL/L	Dark Navy	\$ 152.40

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
108	Men's S/S Shirt, Fire Chief	700NMX-45-NB-38/R	38/R	Dark Navy	\$ 77.63
109	Men's S/S Shirt, Fire Chief	700NMX-45-NB-40/R	40/R	Dark Navy	\$ 77.63
110	Men's S/S Shirt, Fire Chief	700NMX-45-NB-42/R	42/R	Dark Navy	\$ 77.63
111	Men's S/S Shirt, Fire Chief	700NMX-45-NB-44/R	44/R	Dark Navy	\$ 77.63
112	Men's S/S Shirt, Fire Chief	700NMX-45-NB-46/R	46/R	Dark Navy	\$ 77.63
113	Men's S/S Shirt, Fire Chief	700NMX-45-NB-48/R	48/R	Dark Navy	\$ 77.63
114	Men's S/S Shirt, Fire Chief	700NMX-45-NB-50/R	50/R	Dark Navy	\$ 77.63
115	Men's S/S Shirt, Fire Chief	700NMX-45-NB-52/R	52/R	Dark Navy	\$ 103.55
116	Men's S/S Shirt, Fire Chief	700NMX-45-NB-54/R	54/R	Dark Navy	\$ 103.55
117	Men's S/S Shirt, Fire Chief	700NMX-45-NB-56/R	56/R	Dark Navy	\$ 103.55
118	Men's S/S Shirt, Fire Chief	700NMX-45-NB-58/R	58/R	Dark Navy	\$ 103.55
119	Men's S/S Shirt, Fire Chief	700NMX-45-NB-60/R	60/R	Dark Navy	\$ 103.55
120	Men's S/S Shirt, Fire Chief	700NMX-45-NB-62/R	62/R	Dark Navy	\$ 103.55

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
121	Women's S/S Shirt, Fire Chief	701NMX-45-NB-S/R	S/R	Dark Navy	\$ 77.63
122	Women's S/S Shirt, Fire Chief	701NMX-45-NB-M/R	M/R	Dark Navy	\$ 77.63
123	Women's S/S Shirt, Fire Chief	701NMX-45-NB-L/R	L/R	Dark Navy	\$ 77.63
124	Women's S/S Shirt, Fire Chief	701NMX-45-NB-XL/R	XL/R	Dark Navy	\$ 77.63
125	Women's S/S Shirt, Fire Chief	701NMX-45-NB-2XL/R	2XL/R	Dark Navy	\$ 103.55

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
126	Men's L/S Shirt, Fire Chief	705NMX-45-NB-38/S	38/S	Dark Navy	\$ 90.58
127	Men's L/S Shirt, Fire Chief	705NMX-45-NB-38/R	38/R	Dark Navy	\$ 90.58
128	Men's L/S Shirt, Fire Chief	705NMX-45-NB-38/L	38/L	Dark Navy	\$ 90.58
129	Men's L/S Shirt, Fire Chief	705NMX-45-NB-40/S	40/S	Dark Navy	\$ 90.58
130	Men's L/S Shirt, Fire Chief	705NMX-45-NB-40/R	40/R	Dark Navy	\$ 90.58
131	Men's L/S Shirt, Fire Chief	705NMX-45-NB-40/L	40/L	Dark Navy	\$ 90.58
132	Men's L/S Shirt, Fire Chief	705NMX-45-NB-42/S	42/S	Dark Navy	\$ 90.58
133	Men's L/S Shirt, Fire Chief	705NMX-45-NB-42/R	42/R	Dark Navy	\$ 90.58
134	Men's L/S Shirt, Fire Chief	705NMX-45-NB-42/L	42/L	Dark Navy	\$ 90.58
135	Men's L/S Shirt, Fire Chief	705NMX-45-NB-44/S	44/S	Dark Navy	\$ 90.58
136	Men's L/S Shirt, Fire Chief	705NMX-45-NB-44/R	44/R	Dark Navy	\$ 90.58
137	Men's L/S Shirt, Fire Chief	705NMX-45-NB-44/L	44/L	Dark Navy	\$ 90.58
138	Men's L/S Shirt, Fire Chief	705NMX-45-NB-46/S	46/S	Dark Navy	\$ 90.58
139	Men's L/S Shirt, Fire Chief	705NMX-45-NB-46/R	46/R	Dark Navy	\$ 90.58
140	Men's L/S Shirt, Fire Chief	705NMX-45-NB-46/L	46/L	Dark Navy	\$ 90.58
141	Men's L/S Shirt, Fire Chief	705NMX-45-NB-48/S	48/S	Dark Navy	\$ 90.58
142	Men's L/S Shirt, Fire Chief	705NMX-45-NB-48/R	48/R	Dark Navy	\$ 90.58
143	Men's L/S Shirt, Fire Chief	705NMX-45-NB-48/L	48/L	Dark Navy	\$ 90.58
144	Men's L/S Shirt, Fire Chief	705NMX-45-NB-50/S	50/S	Dark Navy	\$ 90.58
145	Men's L/S Shirt, Fire Chief	705NMX-45-NB-50/R	50/R	Dark Navy	\$ 90.58
146	Men's L/S Shirt, Fire Chief	705NMX-45-NB-50/L	50/L	Dark Navy	\$ 90.58
147	Men's L/S Shirt, Fire Chief	705NMX-45-NB-52/S	52/S	Dark Navy	\$ 120.77
148	Men's L/S Shirt, Fire Chief	705NMX-45-NB-52/R	52/R	Dark Navy	\$ 120.77
149	Men's L/S Shirt, Fire Chief	705NMX-45-NB-52/L	52/L	Dark Navy	\$ 120.77
150	Men's L/S Shirt, Fire Chief	705NMX-45-NB-54/S	54/S	Dark Navy	\$ 120.77
151	Men's L/S Shirt, Fire Chief	705NMX-45-NB-54/R	54/R	Dark Navy	\$ 120.77
152	Men's L/S Shirt, Fire Chief	705NMX-45-NB-54/L	54/L	Dark Navy	\$ 120.77

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
153	Women's L/S Shirt, Fire Chief	706NMX-45-NB-S/R	S/R	Dark Navy	\$ 90.58
154	Women's L/S Shirt, Fire Chief	706NMX-45-NB-M/R	M/R	Dark Navy	\$ 90.58
155	Women's L/S Shirt, Fire Chief	706NMX-45-NB-L/R	L/R	Dark Navy	\$ 90.58
156	Women's L/S Shirt, Fire Chief	706NMX-45-NB-XL/R	XL/R	Dark Navy	\$ 90.58
157	Women's L/S Shirt, Fire Chief	706NMX-45-NB-2XL/R	2XL/R	Dark Navy	\$ 120.77

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
128	Men's Fire Officer S/S, Nomex	720NMX-45-NB-38/R	38/R	Dark Navy	\$ 77.63
159	Men's Fire Officer S/S, Nomex	720NMX-45-NB-40/R	40/R	Dark Navy	\$ 77.63
160	Men's Fire Officer S/S, Nomex	720NMX-45-NB-42/R	42/R	Dark Navy	\$ 77.63
161	Men's Fire Officer S/S, Nomex	720NMX-45-NB-44/R	44/R	Dark Navy	\$ 77.63
162	Men's Fire Officer S/S, Nomex	720NMX-45-NB-46/R	46/R	Dark Navy	\$ 77.63
163	Men's Fire Officer S/S, Nomex	720NMX-45-NB-48/R	48/R	Dark Navy	\$ 77.63
164	Men's Fire Officer S/S, Nomex	720NMX-45-NB-50/R	50/R	Dark Navy	\$ 77.63
165	Men's Fire Officer S/S, Nomex	720NMX-45-NB-52/R	52/R	Dark Navy	\$ 103.55
166	Men's Fire Officer S/S, Nomex	720NMX-45-NB-54/R	54/R	Dark Navy	\$ 103.55

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
167	Women's S/S Shirt, Fire Officer	721NMX-45-NB-S/R	S/R	Dark Navy	\$ 77.63
168	Women's S/S Shirt, Fire Officer	721NMX-45-NB-M/R	M/R	Dark Navy	\$ 77.63
169	Women's S/S Shirt, Fire Officer	721NMX-45-NB-L/R	L/R	Dark Navy	\$ 77.63
170	Women's S/S Shirt, Fire Officer	721NMX-45-NB-XL/R	XL/R	Dark Navy	\$ 77.63
171	Women's S/S Shirt, Fire Officer	721NMX-45-NB-2XL/R	2XL/R	Dark Navy	\$ 103.55

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
172	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-38/S	38/S	Dark Navy	\$ 91.75
173	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-38/R	38/R	Dark Navy	\$ 91.75
174	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-38/L	38/L	Dark Navy	\$ 91.75
175	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-40/S	40/S	Dark Navy	\$ 91.75
176	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-40/R	40/R	Dark Navy	\$ 91.75
177	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-40/L	40/L	Dark Navy	\$ 91.75
178	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-42/S	42/S	Dark Navy	\$ 91.75
179	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-42/R	42/R	Dark Navy	\$ 91.75
180	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-42/L	42/L	Dark Navy	\$ 91.75
181	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-44/S	44/S	Dark Navy	\$ 91.75
182	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-44/R	44/R	Dark Navy	\$ 91.75
183	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-44/L	44/L	Dark Navy	\$ 91.75
184	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-46/S	46/S	Dark Navy	\$ 91.75
185	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-46/R	46/R	Dark Navy	\$ 91.75
186	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-46/L	46/L	Dark Navy	\$ 91.75
187	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-48/S	48/S	Dark Navy	\$ 91.75
188	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-48/R	48/R	Dark Navy	\$ 91.75
189	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-48/L	48/L	Dark Navy	\$ 91.75
190	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-50/S	50/S	Dark Navy	\$ 91.75
191	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-50/R	50/R	Dark Navy	\$ 91.75
192	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-50/L	50/L	Dark Navy	\$ 91.75
193	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-52/S	52/S	Dark Navy	\$ 122.33
194	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-52/R	52/R	Dark Navy	\$ 122.33
195	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-52/L	52/L	Dark Navy	\$ 122.33
196	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-54/S	54/S	Dark Navy	\$ 122.33
197	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-54/R	54/R	Dark Navy	\$ 122.33
198	Men's L/S Fire Officer Shirt, Nomex	725NMX-45-NB-54/L	54/L	Dark Navy	\$ 122.33

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
199	Men's Fire Fighter S/S Shirt	730NMX-45-NB-38/R	38/R	Dark Navy	\$ 71.33
200	Men's Fire Fighter S/S Shirt	730NMX-45-NB-40/R	40/R	Dark Navy	\$ 71.33
201	Men's Fire Fighter S/S Shirt	730NMX-45-NB-42/R	42/R	Dark Navy	\$ 71.33
202	Men's Fire Fighter S/S Shirt	730NMX-45-NB-44/R	44/R	Dark Navy	\$ 71.33
203	Men's Fire Fighter S/S Shirt	730NMX-45-NB-46/R	46/R	Dark Navy	\$ 71.33
204	Men's Fire Fighter S/S Shirt	730NMX-45-NB-48/R	48/R	Dark Navy	\$ 71.33
205	Men's Fire Fighter S/S Shirt	730NMX-45-NB-50/R	50/R	Dark Navy	\$ 71.33
206	Men's Fire Fighter S/S Shirt	730NMX-45-NB-52/R	52/R	Dark Navy	\$ 95.11
207	Men's Fire Fighter S/S Shirt	730NMX-45-NB-54/R	54/R	Dark Navy	\$ 95.11
208	Men's Fire Fighter S/S Shirt	730NMX-45-NB-56/R	56/R	Dark Navy	\$ 95.11
209	Men's Fire Fighter S/S Shirt	730NMX-45-NB-58/R	58/R	Dark Navy	\$ 95.11
210	Men's Fire Fighter S/S Shirt	730NMX-45-NB-60/R	60/R	Dark Navy	\$ 95.11
211	Men's Fire Fighter S/S Shirt	730NMX-45-NB-62/R	62/R	Dark Navy	\$ 95.11

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
212	Women's Fire Fighter S/S Shirt	731NMX-45-NB-S/R	S/R	Dark Navy	\$ 71.33
213	Women's Fire Fighter S/S Shirt	731NMX-45-NB-M/R	M/R	Dark Navy	\$ 71.33
214	Women's Fire Fighter S/S Shirt	731NMX-45-NB-L/R	L/R	Dark Navy	\$ 71.33
215	Women's Fire Fighter S/S Shirt	731NMX-45-NB-XL/R	XL/R	Dark Navy	\$ 71.33
216	Women's Fire Fighter S/S Shirt	731NMX-45-NB-2XL/R	2XL/R	Dark Navy	\$ 95.11

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
217	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-38/S	38/S	Dark Navy	\$ 90.04
218	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-38/R	38/R	Dark Navy	\$ 90.04
219	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-38/L	38/L	Dark Navy	\$ 90.04
220	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-40/S	40/S	Dark Navy	\$ 90.04
221	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-40/R	40/R	Dark Navy	\$ 90.04
222	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-40/L	40/L	Dark Navy	\$ 90.04
223	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-42/R	42/R	Dark Navy	\$ 90.04
224	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-42/L	42/L	Dark Navy	\$ 90.04
225	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-44/R	44/R	Dark Navy	\$ 90.04
226	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-44/L	44/L	Dark Navy	\$ 90.04
227	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-46/S	46/S	Dark Navy	\$ 90.04
228	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-46/R	46/R	Dark Navy	\$ 90.04
229	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-46/L	46/L	Dark Navy	\$ 90.04
230	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-48/S	48/S	Dark Navy	\$ 90.04
231	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-48/R	48/R	Dark Navy	\$ 90.04
232	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-48/L	48/L	Dark Navy	\$ 90.04
233	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-50/S	50/S	Dark Navy	\$ 90.04
234	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-50/R	50/R	Dark Navy	\$ 90.04
235	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-50/L	50/L	Dark Navy	\$ 90.04
236	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-52/S	52/S	Dark Navy	\$ 120.06
237	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-52/R	52/R	Dark Navy	\$ 120.06
238	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-52/L	52/L	Dark Navy	\$ 120.06
239	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-54/S	54/S	Dark Navy	\$ 120.06
240	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-54/R	54/R	Dark Navy	\$ 120.06
241	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-54/L	54/L	Dark Navy	\$ 120.06
242	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-56/S	56/S	Dark Navy	\$ 120.06
243	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-56/R	56/R	Dark Navy	\$ 120.06
244	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-56/L	56/L	Dark Navy	\$ 120.06
245	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-58/R	58/R	Dark Navy	\$ 120.06
246	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-58/L	58/L	Dark Navy	\$ 120.06
247	Men's Fire Fighter L/S Shirt, Nomex	735NMX-45-NB-62/R	62/R	Dark Navy	\$ 120.06

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
248	Men's Western Fire Fighter S/S Shirt	740NMX-45-NB-38/R	38/R	Dark Navy	\$ 70.24
249	Men's Western Fire Fighter S/S Shirt	740NMX-45-NB-40/R	40/R	Dark Navy	\$ 70.24
250	Men's Western Fire Fighter S/S Shirt	740NMX-45-NB-42/R	42/R	Dark Navy	\$ 70.24
251	Men's Western Fire Fighter S/S Shirt	740NMX-45-NB-44/R	44/R	Dark Navy	\$ 70.24
252	Men's Western Fire Fighter S/S Shirt	740NMX-45-NB-46/R	46/R	Dark Navy	\$ 70.24
253	Men's Western Fire Fighter S/S Shirt	740NMX-45-NB-48/R	48/R	Dark Navy	\$ 70.24
254	Men's Western Fire Fighter S/S Shirt	740NMX-45-NB-50/R	50/R	Dark Navy	\$ 70.24
255	Men's Western Fire Fighter S/S Shirt	740NMX-45-NB-52/R	52/R	Dark Navy	\$ 87.81
256	Men's Western Fire Fighter S/S Shirt	740NMX-45-NB-54/R	54/R	Dark Navy	\$ 87.81
257	Men's Western Fire Fighter S/S Shirt	740NMX-45-NB-56/R	56/R	Dark Navy	\$ 87.81
258	Men's Western Fire Fighter S/S Shirt	740NMX-45-NB-58/R	58/R	Dark Navy	\$ 87.81
259	Men's Western Fire Fighter S/S Shirt	740NMX-45-NB-60/R	60/R	Dark Navy	\$ 87.81
260	Men's Western Fire Fighter S/S Shirt	740NMX-45-NB-62/R	62/R	Dark Navy	\$ 87.81

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
261	Men's Western Fire Fighter L/S Shirt	745NMX-45-38/S	38/S	Dark Navy	\$ 82.84
262	Men's Western Fire Fighter L/S Shirt	745NMX-45-38/R	38/R	Dark Navy	\$ 82.84
263	Men's Western Fire Fighter L/S Shirt	745NMX-45-38L	38/L	Dark Navy	\$ 82.84
264	Men's Western Fire Fighter L/S Shirt	745NMX-45-40/S	40/S	Dark Navy	\$ 82.84
265	Men's Western Fire Fighter L/S Shirt	745NMX-45-40/R	40/R	Dark Navy	\$ 82.84
266	Men's Western Fire Fighter L/S Shirt	745NMX-45-40/L	40/L	Dark Navy	\$ 82.84
267	Men's Western Fire Fighter L/S Shirt	745NMX-45-42/S	42/S	Dark Navy	\$ 82.84
268	Men's Western Fire Fighter L/S Shirt	745NMX-45-42/R	42/R	Dark Navy	\$ 82.84
269	Men's Western Fire Fighter L/S Shirt	745NMX-45-42/L	42/L	Dark Navy	\$ 82.84
270	Men's Western Fire Fighter L/S Shirt	745NMX-45-44/S	44/S	Dark Navy	\$ 82.84
271	Men's Western Fire Fighter L/S Shirt	745NMX-45-44/R	44/R	Dark Navy	\$ 82.84
272	Men's Western Fire Fighter L/S Shirt	745NMX-45-44/L	44/L	Dark Navy	\$ 82.84
273	Men's Western Fire Fighter L/S Shirt	745NMX-45-46/S	46/S	Dark Navy	\$ 82.84
274	Men's Western Fire Fighter L/S Shirt	745NMX-45-46/R	46/R	Dark Navy	\$ 82.84
275	Men's Western Fire Fighter L/S Shirt	745NMX-45-46/L	46/L	Dark Navy	\$ 82.84
276	Men's Western Fire Fighter L/S Shirt	745NMX-45-48/S	48/S	Dark Navy	\$ 82.84
277	Men's Western Fire Fighter L/S Shirt	745NMX-45-48/R	48/R	Dark Navy	\$ 82.84
278	Men's Western Fire Fighter L/S Shirt	745NMX-45-48/L	48/L	Dark Navy	\$ 82.84
279	Men's Western Fire Fighter L/S Shirt	745NMX-45-50/S	50/S	Dark Navy	\$ 82.84
280	Men's Western Fire Fighter L/S Shirt	745NMX-45-50/R	50/R	Dark Navy	\$ 82.84
281	Men's Western Fire Fighter L/S Shirt	745NMX-45-50/L	50/L	Dark Navy	\$ 82.84
282	Men's Western Fire Fighter L/S Shirt	745NMX-45-52/S	52/S	Dark Navy	\$ 103.56
283	Men's Western Fire Fighter L/S Shirt	745NMX-45-52/R	52/R	Dark Navy	\$ 103.56
284	Men's Western Fire Fighter L/S Shirt	745NMX-45-52/L	52/L	Dark Navy	\$ 103.56
285	Men's Western Fire Fighter L/S Shirt	745NMX-45-54/S	54/S	Dark Navy	\$ 103.56
286	Men's Western Fire Fighter L/S Shirt	745NMX-45-54/R	54/R	Dark Navy	\$ 103.56
287	Men's Western Fire Fighter L/S Shirt	745NMX-45-54/L	54/L	Dark Navy	\$ 103.56
288	Men's Western Fire Fighter L/S Shirt	745NMX-45-56/S	56/S	Dark Navy	\$ 103.56
289	Men's Western Fire Fighter L/S Shirt	745NMX-45-56/R	56/R	Dark Navy	\$ 103.56
290	Men's Western Fire Fighter L/S Shirt	745NMX-45-56/L	56/L	Dark Navy	\$ 103.56
291	Men's Western Fire Fighter L/S Shirt	745NMX-45-58/S	58/S	Dark Navy	\$ 103.56
292	Men's Western Fire Fighter L/S Shirt	745NMX-45-58/R	58/R	Dark Navy	\$ 103.56
293	Men's Western Fire Fighter L/S Shirt	745NMX-45-58/L	58/L	Dark Navy	\$ 103.56
294	Men's Western Fire Fighter L/S Shirt	745NMX-45-60/S	60/S	Dark Navy	\$ 103.56
295	Men's Western Fire Fighter L/S Shirt	745NMX-45-60/R	60/R	Dark Navy	\$ 103.56
296	Men's Western Fire Fighter L/S Shirt	745NMX-45-60/L	60/L	Dark Navy	\$ 103.56

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
297	Men's Western Fire Fighter L/S Shirt	745NMX-45-62/S	62/S	Dark Navy	\$ 103.56
298	Men's Western Fire Fighter L/S Shirt	745NMX-45-62/S	62/R	Dark Navy	\$ 103.56

Bedford Fire Department Workrite Oversize Price Guide

	DESCRIPTION	PART#	SIZE	COLOR	PRICE
299	Men's Western F.F. S/S Shirt, False Flap	750NMX-45-NB-38/R	38/R	Dark Navy	\$ 67.66
300	Men's Western F.F. S/S Shirt, False Flap	750NMX-45-NB-40/R	40/R	Dark Navy	\$ 67.66
301	Men's Western F.F. S/S Shirt, False Flap	750NMX-45-NB-42/R	42/R	Dark Navy	\$ 67.66
302	Men's Western F.F. S/S Shirt, False Flap	750NMX-45-NB-44/R	44/R	Dark Navy	\$ 67.66
303	Men's Western F.F. S/S Shirt, False Flap	750NMX-45-NB-46/R	46/R	Dark Navy	\$ 67.66
304	Men's Western F.F. S/S Shirt, False Flap	750NMX-45-NB-48/R	48/R	Dark Navy	\$ 67.66
305	Men's Western F.F. S/S Shirt, False Flap	750NMX-45-NB-50/R	50/R	Dark Navy	\$ 67.66
306	Men's Western F.F. S/S Shirt, False Flap	750NMX-45-NB-52/R	52/R	Dark Navy	\$ 84.56
307	Men's Western F.F. S/S Shirt, False Flap	750NMX-45-NB-54/R	54/R	Dark Navy	\$ 84.56

	DESCRIPTION	SIZE	PRICE
1	"R" Heroes Sweatshirts, Long Sleeve	Small - XLarge	53.5
2	"R" Heroes Sweatshirts, Long Sleeve	2XLarge	53.5
3	"R" Heroes Sweatshirts, Long Sleeve	3XLarge	57.05
4	"R" Heroes Sweatshirts, Long Sleeve	4XLarge	60.55

Dear Sir,

Got You Covered Uniforms is one of the Leading family owned and operated, suppliers of uniforms in the Dallas/Fort Worth area for public safety professionals. We are committed to providing the best customer service and our employees are always ready to assist your staff with any of their needs.

The formal bid included several items that are not available to us at this time and we have included pricing for equivalent items that will more than meet your needs. This consist of the Lighthouse Class A uniform and Rocky Oxford Shoes.

Thank you for giving us the opportunity to work with your agencies and if you have any questions, please feel free to contact us anytime.

Article 5. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

Article 6. MISCELLANEOUS.

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

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

6.3. TERMINATION: OWNER may terminate the Contract by giving CONTRACTOR notice in writing. Upon delivery of such notice by OWNER to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of termination. OWNER shall then pay CONTRACTOR that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the charges as have been previously made.

6.4. SUBCONTRACTING:

1. CONTRACTOR shall not award any work to any subcontractor until CONTRACTOR submits to OWNER a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as OWNER may require.
2. CONTRACTOR shall be fully responsible to OWNER for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.
3. Nothing contained in this Contract shall create any contractual relation between any subcontractor and OWNER. CONTRACTOR is an independent contractor.

Article 7. GOVERNING LAWS, VENUE.

The Contract shall be construed according to the laws of the State of Texas; and, venue shall lie in the State district courts of Tarrant County, Texas.

Article 8. CONTRACT DOCUMENTS.

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

- 8.1 Standard Form of Agreement.
- 8.2 Contractors Quote Sheet

Article 9. INDEMNIFICATION.

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

Executed on behalf of the CONTRACTOR by its owner shown below, and on behalf of the OWNER by its City Manager, or authorized representative, this agreement will be effective

on the _____ day of _____, 20 15.

OWNER:

CITY OF BEDFORD
2000 FOREST RIDGE DRIVE
BEDFORD, TEXAS 76021

CONTRACTOR:

Name: _____

Address: _____

City: _____

State & Zip: _____

By: _____

By: _____

Roger Gibson, City Manager
Print Name

Print Name

Telephone Number

(City Attorney review if Contracted Service Cost is Greater than \$15,000)

Approved as to Form and Legality this _____ day of _____, 20 _____

OWNER's Attorney

CONTRACTOR'S Seal (if
incorporated)



Council Agenda Background

PRESENTER: Russell Hines, Building Official

DATE: 12/08/15

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

ITEM:

Consider a resolution authorizing the purchase of a 2016 Chevrolet Silverado truck for the Fire Department's Building Inspection Division in the amount of \$22,520 through the State of Texas Buy Board Purchasing Program.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION

A Building/Multi-Family Inspector position was approved in the Fiscal Year 2015-16 Budget. In addition, a truck was approved for this position to utilize as transportation while conducting inspections. The position has been filled and inspections are in progress. The truck will be used for daily patrol and inspections of all multi-family properties in the City.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the purchase of a 2016 Chevrolet Silverado truck for the Fire Department's Building Inspection Division in the amount of \$22,520 through the State of Texas Buy Board Purchasing Program.

FISCAL IMPACT:

Budget:	\$22,935
Actual Amount:	\$22,520
Variance:	\$415

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE PURCHASE OF A 2016 CHEVROLET SILVERADO TRUCK FOR THE FIRE DEPARTMENT'S BUILDING INSPECTION DIVISION IN THE AMOUNT OF \$22,520 THROUGH THE STATE OF TEXAS BUY BOARD PURCHASING PROGRAM.

WHEREAS, the City Council of Bedford, Texas determines the necessity to purchase a truck for the Fire Department Multi-Family Inspector with funds approved in the 2015-2016 Fiscal Year Budget; and,

WHEREAS, the City Council of Bedford, Texas determines that the purchase of a truck for the Fire Department Multi-Family Inspector be through the State of Texas Buy Board Purchasing Program.

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 Manager is authorized to purchase a 2016 Chevrolet Silverado truck for the Fire Department's Building Inspection Division in the amount of \$22,520 through the State of Texas Buy Board Purchasing Program.

SECTION 3. That funding in the amount of \$22,520 will come from the Fiscal Year 2015-16 Fire Department Inspection Division Motor Vehicle Budget.

PRESENTED AND PASSED this 8th day of December, 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

QUOTE# 001

CONTRACT PRICING WORKSHEET

End User: CITY OF BEDFORD			Contractor: CALDWELL COUNTRY		
Contact Name: RUSSELL HINES			CALDWELL COUNTRY		
Email: RUSSELL.HINES@CI.BEDFORD.TX.US			Prepared By: Averyt Knapp		
Phone #: 817-952-2144			Email: aknapp@caldwellcountry.com		
Fax #:			Phone #: 800-299-7283 or 979-567-6116		
Location City & State: BEDFORD, TX			Fax #: 979-567-0853		
Date Prepared: OCTOBER 15, 2015			Address: P. O. Box 27, Caldwell, TX 77836		
Contract Number: BUY BOARD #430-13			Tax ID # 14-1856872		
Product Description: 2016 CHEVROLET 1500 SILVERADO REG CAB CC10903					
A Base Price:					\$19,440
B Published Options					
Code	Description	Cost	Code	Description	Cost
L83	5.3LV8-GAS	1,095		LONG BOX 8'	\$390
PCR	POWER WINDOWS, LOCKS & MIRRORS	610		CALDWELL COUNTRY	
H2R	40-20-40 CLOTH	INCL		CALDWELLCOUNTRY CHEVROLET PO BOX 27 CALDWELL, TEXAS 77836	
M30	AUTOMATIC TRANS	INCL			
UM7	AM-FM STEREO	INCL			
V43	FACTORY REAR STEP BUMPER	INCL			
Subtotal B					\$2,095
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
AJ1	DEEP TINT-MAX LEGAL	\$200			
Subtotal C					\$200
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					\$385
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$22,120
Quantity Ordered					1
X					
Subtotal E					\$22,120
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD					\$400
GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C					INCL

G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		\$22,520
Estimated Delivery Date:		FALL 2015



Council Agenda Background

PRESENTER: Kenneth Overstreet
Interim Public Works Director

DATE: 12/08/15

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to Tejas Commercial Construction, LLC, in the amount of \$215,160 for the City of Bedford 41st Year Community Development Block Grant (CDBG) Tennis Drive Water Line Improvements Project.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

At the January 27, 2015 meeting, the City authorized the pursuit of grant funding through the Tarrant County Community Development Block Grant (CDBG) 41st Year Program for water line improvements in the 1300-1500 block of Tennis Drive. The proposed water line replacement project was chosen in order to reduce the current problem of frequent water main breaks, which disrupts service to 352 apartment units, including the Courts of Bedford, Toscana Villa and 36 homes located on Tennis Drive. On April 6, 2015, Tarrant County approved the Action Plan, granting the City \$138,062.64 for this project.

The City's Consulting Engineer, J. Richard Perkins, P.E., designed the project and provided the contract document and specifications to Tarrant County for bidding. The contract document called for removing seven fire hydrants, furnishing and installing eight fire hydrants, abandoning the old 6" water line, installing 2,036 linear feet of new 8" water line, furnishing and install seven 8" gate valves, removing and replacing long and short service lines, asphalt restoration and yard restoration.

The bid opening was held at Tarrant County on November 11, 2015. A total of eleven contractors submitted bids, with one contractor being disqualified at the bid opening. Of the ten accepted bids, Tejas Commercial Construction, LLC submitted the lowest qualifying bid in the amount of \$215,160. The highest bid was \$385,095 and the average bid was \$276,779.

Mr. Perkins recommends Tejas Commercial Construction, LLC for the Tennis Drive Water Line Improvements Project. In 2012, they were awarded and successfully completed the Glenda Drive/Patricia Lane Storm Drain Improvements Project and successfully completed one private project in the City for Mexican Inn. If approved, funding in the amount of \$138,062.64 would be paid from CDBG grant funding and \$77,097.36 would be paid from the Utility Maintenance Fund.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to Tejas Commercial Construction, LLC, in the amount of \$215,160 for the City of Bedford 41st Year Community Development Block Grant (CDBG) Tennis Drive Water Line Improvements Project.

FISCAL IMPACT:

Total Project Cost: \$ 215,160.00
CDBG Grand Fund: \$ 138,062.64
Difference: \$ 77,097.36

Utility Maint. Fund Balance \$2,431,999.00
Utility Maint. Fund \$ 77,097.36
Difference \$2,354,901.64

ATTACHMENTS:

Resolution
Bid Tabulation
Location Map

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TARRANT COUNTY AND TO RECOMMEND TO THE COUNTY TO ACCEPT THE BID AND AWARD A CONTRACT TO TEJAS COMMERCIAL CONSTRUCTION, LLC, IN THE AMOUNT OF \$215,160 FOR THE CITY OF BEDFORD 41ST YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) TENNIS DRIVE WATER LINE IMPROVEMENTS PROJECT.

WHEREAS, the City Council of Bedford, Texas has determined replacing the old cast iron water line on Tennis Drive 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 City Manager to enter into an agreement with Tarrant County and to recommend to the County to accept the bid and award a contract to Tejas Commercial Construction, LLC in the amount of \$215,160 for the City of Bedford 41st Year Community Development Block Grant for a water line on Tennis Drive.

SECTION 3. That funding in the amount of \$138,062.64 will come from the Tarrant County CDBG Program. The remaining \$77,097.36 will come from the Utility Maintenance Fund. The City agrees to pay any portion of the final project cost that exceeds \$138,062.64.

PRESENTED AND PASSED this 8th day of December 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

CITY OF BEDFORD/TARRANT COUNTY, TEXAS
Water System Improvements (Tennis Drive) 41st Year CDBG Project
Bid Opening Time and Date: 11:00 a.m., November 11, 2015 at the Public Works Office

Bid Tabulation
Water System Improvements (Tennis Drive) 41st Year CDBG Project
 11/11/2015

BIDDERS

Low Bid Amount

Tejas Commerical Construction, LLC	B & R Utility Construction, LLC	Raytech Services, LLC	Bristow Contracting, LLC	Whitewater Construction
\$215,160.00	\$230,575.00	\$239,515.34	\$246,903.00	\$258,043.24

Quality Contractors	Excel 4 Construction, LLC	Municipal Utilities, Inc.	R & D Burns Brothers, Inc.	Atkins Bros. Equipment Co.
\$279,911.48	\$285,304.00	\$289,965.00	\$336,318.00	\$385,095.00

Average Bid Amount

\$267,779.00

121

121

AIRPORT FWY

SUNNYVALE TER

DEUCE DR

OAKHURST DR

HAYES LN

RACQUET CLUB BLVD

GOLD HAWK LN

TENNIS DR

BROWN TRL

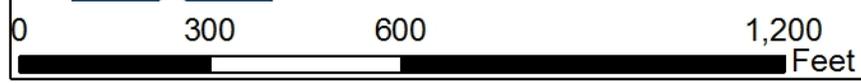
BEDFORD RD

GENTRYS WALK

TRAIL CONDOS

GAYE ST

CDBG 41st Year Tennis Dr. Water Line Replacement



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



Council Agenda Background

PRESENTER: Kenneth Overstreet
Interim Public Works Director

DATE: 12/08/15

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with McClendon Construction Company, Inc. in the amount of \$527,532 for the Gregory Avenue Reconstruction and Water Improvement Project.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

For the last several years, Gregory Avenue has shown significant street failure warranting total reconstruction due to the large amount of damage to the pavement. Upon inspection, Gregory Avenue was found to have developed a pronounced crown in the middle of the street. Other issues include a large amount of linear cracking as evidenced by excessive amounts of crack seal visible in the 2007, 2009, and 2013 aerial photographs. In addition, the existing cast iron water line that was installed in 1960 needs to be replaced.

The proposed contract would correct all of these issues by removing and replacing the existing asphalt street with a concrete street. In addition, it will be necessary to replace all of the utility service lines, the water main, water valves, fire hydrants, sidewalks, curbs and gutters, drive approaches, and yard restoration.

On January 27, 2015, Baird, Hampton & Brown Inc. was awarded a Professional Services Contract in the amount of \$51,360 for design services for reconstruction of Gregory Avenue.

On October 28, 2015, a bid opening was held for the construction of this project. A total of five contractors submitted bids. McClendon Construction Company Inc. submitted the lowest qualifying bid in the amount of \$527,532. The highest bid received was \$789,452 and the average bid was \$640,363.58. The Engineers' Opinion of Probable Cost for this project is \$575,000.

Konstantine Bakintas, P.E., with Baird, Hampton & Brown Inc., has qualified McClendon Construction Company, Inc. to construct the proposed project in the amount of \$527,532. McClendon Construction Company, Inc. has previously completed several successful projects for the City.

The completion time for the project is 70 working days. If approved, the award amount of \$527,532 will be paid from the 2013 General Obligation Bonds for the Gregory Avenue reconstruction and the Utility Maintenance Fund for the water improvements.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with McClendon Construction Company, Inc. in the amount of \$527,532 for the Gregory Avenue Reconstruction and Water Improvement Project.

FISCAL IMPACT:

Total Project Cost:	\$ 527,532.00
Utility Maintenance Fund	
Balance:	\$2,354,901.64
Water Line Improvement Cost:	\$ 135,508.00
Difference:	\$2,219,393.64
2013 GO Bond Balance:	\$ 475,167.00
Street Improvement Cost:	\$ 392,024.00
Difference:	\$ 83,143.00

ATTACHMENTS:

**Resolution
Bid Tabulation
Map**

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MCCLENDON CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$527,532 FOR THE GREGORY AVENUE RECONSTRUCTION AND WATER IMPROVEMENT PROJECT.

WHEREAS, the City Council of Bedford, Texas has determined that reconstructing the failing street due to poor conditions and adding a new waterline to Gregory Avenue 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 City Manager to enter into a contract with McClendon Construction Company, Inc. in the amount of \$527,532.

SECTION 3. That funding will come from the FY 2015-16 Water Utility Maintenance Fund and the 2013 General Obligation Bonds.

PRESENTED AND PASSED this 8th day of December 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

CITY OF BEDFORD
GREGORY AVENUE ROADWAY RECONSTRUCTION WATER LINE IMPROVEMENTS
Bid Opening Time and Date: 10:00 A.M., October 28, 2015 at the Public Works Office

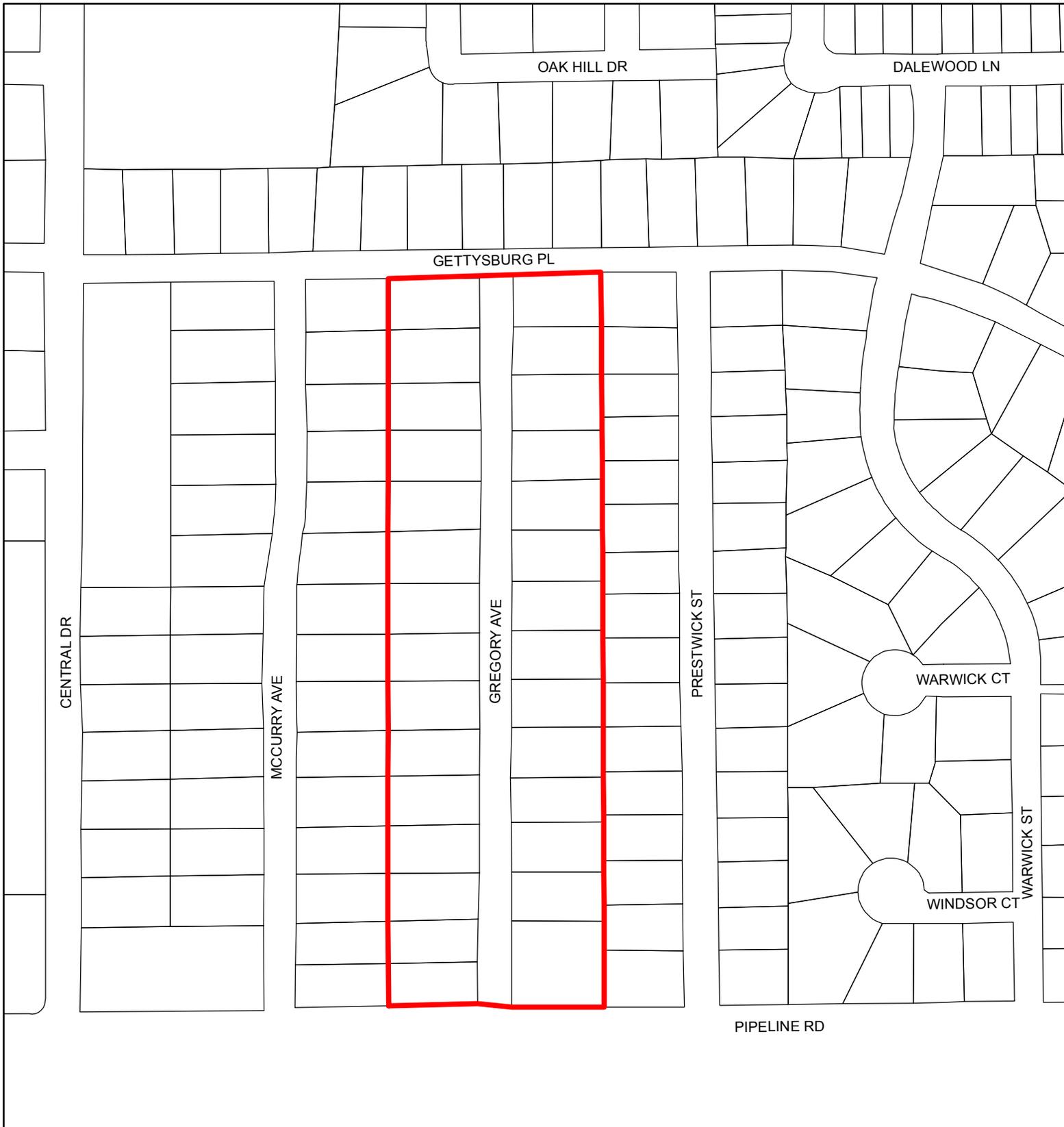
Bid Tabulation
Gregory Avenue Roadway Reconstruction & Water Line Improvements
28-Oct-15

BIDDERS

Low Bid Amount McClendon Construction, Co. Inc.	Stabile & Winn Co., Inc.	Pavecon	McMahon Contracting, L.P.	XIT Pavign & Construction, Inc.
\$527,532.00	\$539,268.22	\$666,885.41	\$678,680.31	\$789,452.00

Average Bid

\$640,363.58



Gregory Avenue Street Reconstruction



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





Council Agenda Background

PRESENTER: Kenneth Overstreet
Interim Public Works Director

DATE: 12/08/15

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into a Professional Services Agreement with King Engineering Associates, Inc., in the amount of \$69,460 for design services for the city-wide Advanced Metering Reading (AMR) System Project.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City currently utilizes water meters that are technologically outdated and can often result in billed water loss during low flow consumption. Upgrading to an Advanced Meter Reading System (AMR), by replacing old water meters with new meters that are equipped with AMR technology, would assist with water loss through the metering system. Funding for the meter replacement to an AMR system would come from funding through the State Water Implementation Fund for Texas (SWIFT).

Staff recommends King Engineering Associates, Inc. (King), to provide design and bidding services for this project. King is currently a City consultant working with the Texas Water Development Board (TWDB) to fulfill the requirements of the SWIFT Program. Their services for AMR would include contract documents, technical specifications and the development of a construction drawing for the replacement of approximately 15,000 water meters, meter boxes, and curb stops. King would also assist in the bid documents, bidding and award assistance.

If approved, funding in the amount of \$69,460 would be paid out of the Utility Maintenance Fund. Should funding be released for Engineering for SWIFT, this fund will be reimbursed.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Professional Services Agreement with King Engineering Associates, Inc. in the amount of \$69,460 for the design services for city-wide Advanced Metering Reading (AMR) System Project

FISCAL IMPACT:

Utility Repair Fund Balance:	\$2,219,393.64
Contract Amount:	\$ 69,460.00
Difference:	\$2,149,933.64

ATTACHMENTS:

Resolution
Professional Services Agreement

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KING ENGINEERING ASSOCIATES, INC. IN THE AMOUNT OF \$69,460 FOR THE DESIGN SERVICES FOR CITY-WIDE ADVANCED METERING READING (AMR) SYSTEM PROJECT.

WHEREAS, the City Council of Bedford, Texas has determined a Professional Services Agreement for design services for city-wide Advanced Meter Reading process 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 City Manager to enter into a contract with King Engineering Associates, Inc. in the amount of \$69,460 for the design services for city-wide Advanced Metering Reading.

SECTION 3. That funding will come from the Utility Maintenance Fund.

PRESENTED AND PASSED this 8th day of December 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



SERVICES

- Civil Engineering
- Transportation Planning & Engineering
- Environmental Engineering
- Land Planning
- Ecological Services
- Surveying & Mapping
- Construction Management
- GIS Mapping
- Landscape Architecture #LC26000183

OFFICE LOCATIONS

- FLORIDA
 - Jacksonville
 - Miami
 - Sarasota
 - Tampa
- TEXAS
 - Austin

July 28, 2015

Mr. Thomas Hoover, P.E.
 Director of Public Works
 City of Bedford
 1813 Reliance Parkway
 Bedford, TX 76021

Re: City of Bedford AMR Project

Dear Mr. Hoover:

Attached please find our proposed Scope of Services and Fee Proposal for the City of Bedford AMR project. We have excluded from this proposal the design of the large meter vaults that may need bypasses, as I need to do a little more research on these vaults.

We recognize the City's interest in proceeding expeditiously with this project, and we are prepared to start immediately on your notice.

Please contact me with any questions.

Very truly yours,

William B. Moriarty, P.E.
 Vice President

WBM/pre

Attachment

Accepted _____

Date _____

City of Bedford

1250 Capital of Texas Hwy. South
 Austin, TX 78746

Phone 512 • 462 • 4921
 Fax 512 • 462 • 1372

www.kingengineering.com

King Engineering Associates, Inc.

City of Bedford, Texas
City-wide Advanced Metering Reading (AMR) System Project
Work Authorization No. ###

The City of Bedford (City), Texas currently has approximately 15,000 conventional water meters that require City staff to manually perform meter readings on a monthly basis. The City has received approval for funding assistance through the State Water Implementation Fund for Texas (SWIFT) to implement a City-wide Advanced Metering Reading (AMR) System, which will replace the existing conventional water meters with new water meters equipped with AMR technology. The City has requested that King Engineering Associates, Inc. (King) to provide design and bidding services for the project. King scope will include the following:

A. DESIGN SERVICES

1. Project and Loan Coordination Assistance

- A. Prepare a project specific Project Management Plan (PMP) establishing team members and responsibilities, lines of communication, project delivery schedules and project budgets.
- B. Coordinate the activities of the King's staff with those of the City and administer communications among the project team members and with the City's staff.
- C. Maintain and update monthly project schedules and status reports
- D. Administer and execute a Quality Assurance/Quality Control (QA/QC) and document control program covering the technical work of King's staff.
- E. Coordinating with the City and assisting the City in preparing and submitting monthly outlay reports to the Texas Water Development Board to fulfill the requirements of the SWIFT Program from design through construction.

2. Design Plans and Technical Specifications

- A. Develop construction drawings for the replacement of +/-15,000 water meters, valve boxes, curb stops, etc. This set of plans will include:
 - Cover
 - Index and Notes

- Location Map and Key Sheet
- Standard Demolition Plan
- Standard Detail Plan and Section for water meter replacement
- Standard Restoration Plan
- Miscellaneous Details

It our understanding that of the +/- 15,000 water meters, approximately forty (40) water meters are considered to be large diameter (3-inch to 6-inch) equipped with bypass piping, valve vaults, and other appurtenance that may require a separate contractor to perform the work on these +/- 40 water meter replacements. As such, the replacement of meters at these +/- 40 sites will not be included in the above set of plans.

- B. Develop Front-End Contract Documents and Technical Specifications. King will submit two (2) hard copies and one electronic copy of the specifications to City for review and approval.
- C. Prepare an Engineer's Opinion of Probable Construction Costs at the 60%, 90% and 100% design levels.
- D. King will submit two (2) hard copies and one electronic copy of the Plans, Technical Specifications and Engineer's Opinion of Probable Construction Costs to City for review and approval at the 60%, 90%, 100% design levels.
- E. King will meet with the City to review the Plans and Technical Specifications after receiving the City's comments on the 60%, 90%, and 100% submittals.

3. Bid Documents and Bidding and Award Assistance

King will assist the City with bidding and award of the project including:

- A. Submitting final Bid Documents including:
 - Five (5) signed and sealed copies of the project drawings and technical specifications;
 - One (1) unbound reproducible set of the technical specifications;
 - One (1) CD-ROM containing the project drawings in AutoCAD format and the technical specifications in Word format;
 - One (1) CD-ROM containing the Bid Documents in PDF format;
 - The final Engineer's Opinion of Probable Construction Cost.

- B. Attending the pre-bid meeting and site visit;
- C. Answering prospective bidders questions and preparing up to two (2) Addenda;
- D. Reviewing the bids, evaluating the apparent low bidder and providing recommendation of contract award.

4. Limited Construction Management Services

King will provide limited construction management services during an assumed 12-month construction contract period, which includes:

- A. Develop “Conformed” Documents for construction. Revisions made to the Bid Documents during the bidding phase of the project will be incorporated into the Conformed Documents. King will provide the City with two (2) sets of the Conformed Plans and Technical Specifications.
- B. Logging, distributing, reviewing and responding to the Contractor’s submittals including construction progress schedules and approximately 25 Shop Drawings and other miscellaneous submittals. Of these submittals, it is assumed that up to 10 will require a second review (total of 35 reviews).

B. PROJECT SCHEDULE

King will only begin work after receiving a written Notice to Proceed from the City. Preliminary schedules subject to concurrence by City are as follows:

- A. 60% Design Plans and Technical Specifications – 45 days from the Notice to Proceed
- B. 90% Design Plants and Technical Specifications - 30 days from receipt of City’s written comments on the 60% Design
- C. 100% Design Plants and Technical Specifications - 30 days from receipt of City’s written comments on the 90% Design
- D. Bid Services – Per the City’s bidding schedule

C. PROJECT COST

LUMP SUM COSTS

Task 1	Project and Loan Coordination Assistance	\$ 11,365
Task 2	Design Plans and Technical Specifications	\$ 36,090
Task 3	Bid Documents and Bidding Assistance	\$ 8,755
Task 4	Limited Construction Management Services	\$ 13,250
Total Project (Lump Sum) Cost:		\$ 69,460

D. ASSUMPTIONS

- A. Only limited Construction Management Services has been included. It is assumed that the City will be responsible for performing daily inspections/site visits, answering contractor RFI's, reviewing/approving pay applications, attending monthly progress meetings, substantial/final completion walkthrough, final closeout and etc.

- B. City to provide King with the name/contact information of software vendor for the City's customer and billing software.



Council Agenda Background

PRESENTER: Kenneth Overstreet
Interim Public Works Director

DATE: 12/08/15

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into a Professional Services Contract with King Engineering Associates, Inc., in the amount of \$120,160 for the design, bidding and technical specifications for the approximately 40 large diameter water meters.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Under a separate Professional Services Agreement, King Engineering Associates, Inc. is working on the implementation of the Advanced Meter Reading (AMR) Project for approximately 15,000 water meters in the City. Of those water meters, approximately 40 commercial water meters are considered to be large in diameter (3-inch to 6-inch). The large meters are equipped with bypass piping, meter vaults, and other devices that require construction plans based on City specifications. To make the commercial meters compatible with the AMR system, they are being replaced with compound meters with bypass, which will ensure the effected meters remain in service.

Staff recommends King Engineering Associates, Inc. to provide design, bidding, and construction services for this project. They would develop a set of construction plans that would be specific to the demolition and replacement of each large commercial meter. Funding in the amount of \$120,160 would be paid from the Utility Maintenance Fund. Should Engineering be approved through SWIFT, this fund will be reimbursed.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Professional Services Contract with King Engineering Associates, Inc. in the amount of \$120,160 for the design, bidding and technical specifications for the approximately 40 large diameter water meters.

FISCAL IMPACT:

Utility Repair Fund Balance:	\$2,149,933.64
Contract Amount:	\$ 120,160.00
Difference:	\$2,029,773.64

ATTACHMENTS:

Resolution
Professional Services Agreement

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH KING ENGINEERING ASSOCIATES, INC., IN THE AMOUNT OF \$120,160 THE DESIGN, BIDDING AND TECHNICAL SPECIFICATIONS FOR THE APPROXIMATELY 40 LARGE DIAMETER WATER METERS.

WHEREAS, the City Council of Bedford, Texas has determined that technical coordination to replace large diameter water meters 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 City Manager to enter into a contract with King Engineering Associates, Inc. in the amount of \$120,160.

SECTION 3. That funding will come from the Utility Maintenance Fund.

PRESENTED AND PASSED this 8th day of December 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



SERVICES

- Civil Engineering
- Transportation Planning & Engineering
- Environmental Engineering
- Land Planning
- Ecological Services
- Surveying & Mapping
- Construction Management
- GIS Mapping
- Landscape Architecture #LC26000183

OFFICE LOCATIONS

- FLORIDA
- Jacksonville
- Miami
- Sarasota
- Tampa

- TEXAS
- Austin

August 4, 2015

Mr. Thomas Hoover, P.E.
 Director of Public Works
 City of Bedford
 1813 Reliance Parkway
 Bedford, TX 76021

Re: City of Bedford AMR Project
 40 Large Diameter Meter Sites

Dear Mr. Hoover:

Attached please find our proposed Scope of Services and Fee Proposal for the City of Bedford AMR project for the ±40 large diameter meter sites.

We recognize the City's interest in proceeding expeditiously with this project, and we are prepared to start immediately on your notice.

Please contact me with any questions.

Very truly yours,

William B. Moriarty, P.E.
 Vice President

WBM/pre

Attachment

Accepted _____

Date _____

City of Bedford

1250 Capital of Texas Hwy. South
 Austin, TX 78746

Phone 512 • 462 • 4921
 Fax 512 • 462 • 1372

www.kingengineering.com

King Engineering Associates, Inc.

City of Bedford, Texas
Advanced Metering Reading (AMR) System Project
Work Authorization No. ###

Under a separate work authorization, King Engineering Associates, Inc. (King) is developing construction drawings for the replacement of +/-15,000 water meters, valve boxes, curb stops, etc. within the City of Bedford (City) with new meters equipped with AMR technology. However, it our understanding that of the +/- 15,000 water meters, approximately forty (40) water meters are considered to be large diameter (3-inch to 6-inch) equipped with bypass piping, valve vaults, and other appurtenance that may require a separate contractor to perform the work on these +/- 40 water meter replacements. As such, a separate set of plans will be developed for the replacement of the meters at these +/- 40 sites. The City has requested that King Engineering Associates, Inc. (King) provide design, bidding, and construction services for the project. King scope will include the following:

A. DESIGN, BIDDING AND CONSTRUCTION SERVICES

1. Project and Loan Coordination Assistance

- A. Prepare a project specific Project Management Plan (PMP) establishing team members and responsibilities, lines of communication, project delivery schedules and project budgets.
- B. Coordinate the activities of the King's staff with those of the City and administer communications among the project team members and with the City's staff.
- C. Maintain and update monthly project schedules and status reports
- D. Administer and execute a Quality Assurance/Quality Control (QA/QC) and document control program covering the technical work of King's staff.
- E. Coordinating with the City and assisting the City in preparing and submitting monthly outlay reports to the Texas Water Development Board to fulfill the requirements of the SWIFT Program from design through construction.

2. Design Plans and Technical Specifications

- A. King will develop a set of construction plans for the replacement of approximately forty (40) water meters which are considered to be large diameter (3-inch to 6-inch) and will include:
- Cover
 - Index and Notes
 - Location Map and Key Sheet
 - Each site will include Site Plan (total of 40 drawings) that includes the following views:
 - Demolition Plan
 - Proposed Plan and Section for water meter replacement
 - Restoration Plan
 - Miscellaneous Details
- B. It is assumed that the City will provide as-built drawings of these meter sites in PDF or AUTOCAD format to assist in the preparation of the plans. A total of three (3) days has been included in the budget for site visits to the +/- 40 sites should as-builts not be available or do not clearly depict existing conditions. During the site visit, King will obtain physical dimensions of existing structures, notate existing conditions, etc. in order to assist in preparation of the plans.
- C. It is our understanding that several of these meter sites may need to be kept in-service with potable water during the meter replacement/construction. As such, King will calculate maximum flow rates and size temporary bypass piping/valves to allow these facilities to remain in-service with potable water during the construction.
- D. Develop Front-End Contract Documents and Technical Specifications. King will submit two (2) hard copies and one electronic copy of the specifications to City for review and approval.
- E. Prepare an Engineer's Opinion of Probable Construction Costs at the 60%, 90% and 100% design levels.
- F. King will submit two (2) hard copies and one electronic copy of the Plans, Technical Specifications and Engineer's Opinion of Probable Construction Costs to City for review and approval at the 60%, 90%, 100% design levels.
- G. King will meet with the City to review the Plans and Technical Specifications after receiving the City's comments on the 60%, 90%, and 100% submittals.

3. Bid Documents and Bidding and Award Assistance

King will assist the City with bidding and award of the project including:

A. Submitting final Bid Documents including:

- Five (5) signed and sealed copies of the project drawings and technical specifications;
- One (1) unbound reproducible set of the technical specifications;
- One (1) CD-ROM containing the project drawings in AutoCAD format and the technical specifications in Word format;
- One (1) CD-ROM containing the Bid Documents in PDF format;
- The final Engineer's Opinion of Probable Construction Cost.

B. Attending the pre-bid meeting and site visit;

C. Answering prospective bidders questions and preparing up to two (2) Addenda;

D. Reviewing the bids, evaluating the apparent low bidder and providing recommendation of contract award.

4. Basic Construction Management Services

King will provide limited construction management services during an assumed 12-month construction contract period, which includes:

A. Develop "Conformed" Documents for construction. Revisions made to the Bid Documents during the bidding phase of the project will be incorporated into the Conformed Documents. King will provide the City with two (2) sets of the Conformed Plans and Technical Specifications.

B. Logging, distributing, reviewing and responding to the Contractor's submittals including construction progress schedules and approximately 25 Shop Drawings and other miscellaneous submittals. Of these submittals, it is assumed that up to 10 will require a second review (total of 35 reviews).

C. Logging, reviewing and responding to the Contractor's Requests for Information (RFIs). For the purposes of this Work Authorization, a total of 20 RFIs is assumed.

D. Providing assistance with final closeout including:

- Due to the quantity of meters, it is anticipated that a partial walkthrough will be performed on a monthly basis and a punchlist will be generated.
- Attending a substantial and a final walkthrough and confirming that punchlist items have been completed;
- Reviewing the Contractor’s combined survey as-built;
- Preparing combined Record Drawings and providing the City with signed and sealed copies;
- Providing the City with Record Drawings in PDF and AutoCAD formats;

B. PROJECT SCHEDULE

King will only begin work after receiving a written Notice to Proceed from the City. Preliminary schedules subject to concurrence by City are as follows:

- A. 60% Design Plans and Technical Specifications – 45 days from the Notice to Proceed
- B. 90% Design Plants and Technical Specifications - 30 days from receipt of City’s written comments on the 60% Design
- C. 100% Design Plants and Technical Specifications - 30 days from receipt of City’s written comments on the 90% Design
- D. Bid Services – Per the City’s bidding schedule

C. PROJECT COST

LUMP SUM COSTS

Task 1	Project and Loan Coordination Assistance	\$ 11,365
Task 2	Design Plans and Technical Specifications	\$ 56,590
Task 3	Bid Documents and Bidding Assistance	\$ 8,755
Task 4	Basic Construction Management Services	\$ 43,450
Total Project (Lump Sum) Cost:		\$120,160

D. ASSUMPTIONS

- A. Only basic Construction Management Services has been included. It is assumed that the City will be responsible for performing daily inspections/site visits, reviewing/approving pay applications, attending monthly progress meetings, final closeout and etc.



Council Agenda Background

PRESENTER: Kenneth Overstreet
Interim Public Works Director

DATE: 12/08/15

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into a Professional Services Agreement with King Engineering Associates, Inc. in the amount of \$164,600 to lead the assessment efforts to identify sections of the water distribution system in need of replacement.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On, July 23, 2015, the Texas Water Development Board (TWDB) approved a low cost loan to the City in the amount of \$90,000,000 on for water conservation measures utilizing the State Water Implementation Fund of Texas (SWIFT). The loan was approved by TWDB with the emphasis of saving water by implementing automated meter reading and replacement of deteriorating water lines.

City consultant, King Engineering Associates, Inc., has advised that the TWDB recommends completing an assessment of the water lines to assist in justifying the need for the replacements. Assessments are required on lines where the integrity of the pipe is unknown, but not on lines where breaks have occurred.

If the agreement is approved, King Engineering Associates, Inc. will lead the condition assessment efforts to identify sections of the water distribution system under the supervision of the City.

King Engineering Associates, Inc. recommends WK Dickson (WKD) to complete the Waterline Condition Assessment. If this agreement is approved, King Engineering Associates, Inc. would have oversight of WKD performance and testing.

Staff recommends King Engineering Associates Inc. to lead the assessment study that will identify the at risk water distribution lines. Funding in the amount of \$164,600 would come from the Utility Maintenance Fund. Should Engineering be approved by SWIFT, this fund will be reimbursed.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Professional Services Agreement with King Engineering Associates, Inc. in the amount of \$164,600 to lead the assessment efforts to identify sections of the water distribution system in need of replacement.

FISCAL IMPACT:

Utility Repair Fund Balance:	\$2,029,773.64
Contract Amount:	\$ 164,600.00
Difference:	\$1,865,173.64

ATTACHMENTS:

Resolution
Professional Services Agreement

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KING ENGINEERING ASSOCIATES, INC. IN THE AMOUNT OF \$164,600 TO LEAD THE ASSESSMENT EFFORTS TO IDENTIFY SECTIONS OF THE WATER DISTRIBUTION SYSTEM IN NEED OF REPLACEMENT.

WHEREAS, the City Council of Bedford, Texas has determined that leading an assessment to identify deteriorating water lines that require replacement 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 City Manager to enter into a contract with King Engineering Associates, Inc. in the amount of \$164,600.

SECTION 3. That funding would come from the Utility Maintenance Fund.

PRESENTED AND PASSED this 8th day of December 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



SERVICES

- Civil Engineering
- Transportation Planning & Engineering
- Environmental Engineering
- Land Planning
- Ecological Services
- Surveying & Mapping
- Construction Management
- GIS Mapping
- Landscape Architecture #LC26000183

OFFICE LOCATIONS

FLORIDA

- Jacksonville
- Miami
- Sarasota
- Tampa

TEXAS

- Austin

August 10, 2015

Mr. Thomas Hoover, P.E.
 Director of Public Works
 City of Bedford
 1813 Reliance Parkway
 Bedford, TX 76021

Re: City of Bedford
 Water Main Condition Assessment
 South of Airport Freeway

Dear Mr. Hoover:

Attached please find our proposed Scope of Services and Fee Proposal for the City of Bedford Water Main Condition Assessment project.

This package includes two separate proposals, one from King Engineering and one from WK Dickson. Dickson will conduct the Condition Assessment work on up to 40% of the water distribution system, south of Airport Freeway, utilizing the Echologics software. King will obtain data on system parameters and work with the City and WK Dickson to establish pipe segments for testing, and ultimately summarize in a detailed engineering report those segments for replacement in convenient packages that can be used by the City of Bedford to secure the services of Design Engineers.

We recognize the City's interest in proceeding expeditiously with this project, and we are prepared to start immediately on your notice.

Please contact me with any questions.

Very truly yours,

William B. Moriarty, P.E.
 Vice President

WBM/pre
 Attachment

Accepted _____

Date _____

City of Bedford

1250 Capital of Texas Hwy. South
 Austin, TX 78746

Phone 512 • 462 • 4921
 Fax 512 • 462 • 1372

www.kingengineering.com



King Engineering and Associates, Inc.

City of Bedford, Texas

Water Main Condition Assessment and Improvement Projects

BACKGROUND

The City of Bedford's (City) water distribution system consists of approximately 165 miles of 8"-inch to 12"-inch water distribution piping. Approximately 90% of the distribution system is made up of cast iron pipe or asbestos cement pipe all of which is more than 60 years old. These older pipes are proving problematic in that the city is experiencing more and more leaks and pipe breakages.

The City of Bedford has recently secured financing from the Texas Water Development Board, under the new SWIFT Loan Program, to replace significant portions of their water distribution system. The City is hopeful that replacement of the problem mains can begin in 2016. The first step in this process to evaluate the condition of the existing water mains.

The purpose of this proposal is for King Engineering Associates Inc. (King) to lead a condition assessment effort to identify sections of the water distribution system that need to be replaced and to identify design packages for other engineering firms to design the proposed water main improvements under the supervision of the City of Bedford.

The initial study area is within the city limits of the City of Bedford, South of Airport Freeway, which contains approximately fifty two (52) miles of water distribution mains and includes the local hospital district. It is our intention to coordinate the work of a specialty firm to perform non-destructive condition assessment testing on up to 40% of this system. The condition assessment testing will be conducted by WK Dickson (WKD), under separate agreement with the City of Bedford. King Engineering will coordinate the work of WK Dickson and the City of Bedford, with the end result being the identification of specific pipe segments that are in need of replacement, and a plan to go forward to effect the replacement.



APPROACH

1. **GIS Mapping.** King will take the existing water distribution GIS map furnished by the City of Bedford and add layers of information that are readily available, including break history, pipe material, pipe size and pipe age. We will also identify strategic mains that provide critical water supply for businesses and residences.
2. **Initial Analysis.** After assembling this information on the GIS map, we will endeavor to exclude portions of the system, that obviously require replacement, for further condition assessment testing. For instance it is likely that all asbestos cement pipe will need to be replaced, so no need to invest in further investigation. Further mains that have recently replaced will be excluded from further evaluation. Also mains with extreme break history will be excluded from further investigation and scheduled for replacement.
3. **Identify Segments for 10% Echologics Evaluation.** King will identify 10% of the system for initial condition assessment by WK Dickson based on several parameters. King will work with the City of Bedford and WK Dickson to coordinate the work, much of which will be done at night. City will provide any necessary traffic control. City will excavate any buried facilities that are critical to this investigation (valves, other appurtenances).
4. **Identify Segments for up to 30% more Echologics Evaluation.** After receipt of the initial report by WK Dickson for the first 10%, King will review these results and identify up to 30% more of the system for condition assessment testing. King will endeavor to reconcile discrepancies between field conditions and record information. King will add information to GIS map.
5. **Review Report.** At the conclusion of this second round of testing, WK Dickson will furnish a report that provides a rating of each segment of pipe tested (excellent, good, fair or poor) and the location of leaks found. King will review report in detail. King will endeavor to reconcile discrepancies between field conditions and record information. King will add this additional information to GIS map.
6. **Place pipe condition rating on map.** King will accept this report and place an overlay on the system map showing the pipe rating and the location of leaks. King will develop a cost estimate for the replacement or rehabilitation of the problem lines for the entire 52 mile section..



7. **Project Schedule.** King will develop an overall project schedule to accomplish the work in a timely manner, and to avoid overloading a particular area with construction. Further we would endeavor to coordinate these projects with other City of Bedford Public Works Programs (such as street overlays).
8. **Establish Projects for Design.** King will divide the repair and replacement into discrete projects of a manageable size (\$1-2 Million), and prepare small design packages which include a large scale map, simple cost estimate, unusual project features, known permits required, schedule and TWDB and City of Bedford Standard Specifications.
9. **Final Report.** The results of this work will be summarized in a complete report, including the results from WK Dickson. (Five hard copies and electronic).

ASSUMPTIONS

1. King will work with the City to develop a GIS map product that will be consistent with the City's future needs, using a structure that the City is comfortable with.
2. At the conclusion of each task, King will meet with the City to present results and discuss next steps.
3. City will acquire any necessary permits and provide traffic control support for the field work.
4. City will make any necessary excavations to fine water appurtenances that are necessary to accomplish this work.

PROJECT SCHEDULE

King will only begin work after receiving a written Notice to Proceed from the City. Preliminary schedules subject to concurrence by City are as follows:

- A. Initial 10 % evaluation-60 days from NTP
- B. Remaining 30% evaluation -75 days from completion of A.
- C. Final Report-60 days from completion of B.
- D. Bid Services – Per the City's bidding schedule

LUMP SUM COSTS



Task 1	GIS Map	\$ 13,000.00
Task 2	Initial Analysis	\$ 10,500.00
Task 3	Identify Segments for 10% Echologics Evaluation	\$ 11,150.00
Task 4	Identify Segments for up to 30% more Echologics Evaluation	\$ 11,150.00
Task 5	Review Report	\$ 15,650.00
Task 6	Place pipe condition rating on map	\$ 17,950.00
Task 7	Schedule	\$ 19,050.00
Task 8	Establish Projects	\$ 21,650.00
Task 9	Final Report	\$ 44,500.00
Total Project (Lump Sum) Cost:		\$ 164,600.00



Council Agenda Background

PRESENTER: Kenneth Overstreet
Interim Public Works Director

DATE: 12/08/15

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into a Professional Services Contract with WK Dickson in the amount of \$514,000 for Waterline Condition Assessment Services for 20 miles of the approximately 52 miles of water distribution lines located south of SH 121/183.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On July 23, 2015, the Texas Water Development Board (TWDB) approved a low cost loan to the City in the amount of \$90,000,000 for water conservation measures utilizing the State Water Implementation Fund of Texas (SWIFT). The loan was approved by TWDB with the emphasis of saving water by implementing automated meter reading and replacement of deteriorating water lines.

City consultant, King Engineering Associates, Inc., has advised that the TWDB recommends completing an assessment of the water lines to assist in justifying the need for the replacements. Assessments are required on lines where the integrity of the pipe is unknown, but not on lines where breaks have occurred.

King Engineering Associates, Inc. has recommended using WK Dickson (WKD), from Raleigh, North Carolina, to complete the Waterline Condition Assessment. Their leak detection and condition assessment utilizes Echologics technology to determine the average remaining structural wall thickness in each section of the pipe. The condition assessment process requires the introduction of noise on the waterline that can propagate to the valves where the condition sensors are located. The study would use non-destructive condition assessment testing on up to 40 percent of the water system in the identified area, requiring no water service interruption during the testing. This would provide a clear understanding of which water line replacements are highest priority.

If approved, funding in the amount of \$514,000 would come from the Utility Maintenance Fund. At a later date, a request will be made to the TWDB for approval of SWIFT funding to cover the cost for this Waterline Condition Assessment. If approved by the TWDB, the money would be reimbursed to the Utility Maintenance Fund.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Professional Services Contract with WK Dickson in the amount of \$514,000 for Waterline Condition Assessment Services for 20 miles of the approximately 52 miles of water distribution lines located south of SH 121/183.

FISCAL IMPACT:

Utility Repair Fund Balance: \$1,865,173.64
Contract Amount: \$ 514,000.00
Difference: \$1,351,173.64

ATTACHMENTS:

Resolution
Professional Services Contract

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH WK DICKSON IN THE AMOUNT OF \$514,000 FOR WATERLINE CONDITION ASSESSMENT SERVICES FOR 20 MILES OF THE APPROXIMATELY 52 MILES OF WATER DISTRIBUTION LINES LOCATED SOUTH OF SH 121/183.

WHEREAS, the City Council of Bedford, Texas has determined that assessing the condition of old cast iron and cement water lines in need of replacement 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 City Manager to enter into a contract with WK Dickson in the amount of \$514,000 for waterline condition assessment services for 20 miles of the approximately 52 miles of water distribution lines located south of SH 121/183.

SECTION 3. That funding will come from the Utility Maintenance Fund.

PRESENTED AND PASSED this 8th day of December 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



August 6, 2015

Mr. Thomas Hoover, P.E.
Director of Public Works
City of Bedford
1813 Reliance Parkway
Bedford, TX 76021

**RE: Proposal for Waterline Condition Assessment Services for the City of Bedford, Texas
CLN00421.00.CO**

Dear Mr. Hoover:

The City of Bedford, Texas has experienced significant and consistent breaks throughout the water distribution system in recent years. Much of the system is comprised of cast iron, ductile iron and asbestos cement pipeline. Many of those breaks have occurred in the southern portion of the system, south of Highway 183, which has substantial areas that are older than 40 years. Based on information provided by City, it appears that there are approximately 50 miles of waterline in the area south of the interstate. As a result the City intends to replace a large portion of the entire water distribution system to reduce these breaks, leaks and operational concerns. However, because of the large capital cost involved with such a project, Bedford wants to make sure that the replacement, rehabilitation and repair waterlines is focused on components that are most at-risk, and to possibly defer replacement of lines that are in good condition.

WK Dickson (WKD) is proposing to provide leak detection and condition assessment services on a portion of the southern sector of Bedford's water distribution system, and to utilize the results of the information to make recommendations on waterline repair, replacement and rehabilitation or to defer action. The investment in this process will provide the City of Bedford with a clearer understanding of the condition of these buried lines, without interrupting service or excavating the waterlines, and ability to determine how much of the distribution presents enough significant risk of failure to warrant replacement at this time. WK Dickson will operate under the guidance of the City and King Engineering through the execution of the project.

WKD would utilize the Echologics' process and tools to perform leak detection and condition assessment on a portion of the waterlines in the southern sector in Bedford, Texas. WKD will

720 Corporate Center Drive
Raleigh, NC 27607
Tel. 919.782.0495
Fax 919.782.9672
www.wkdickson.com

Aviation • Water Resources • Urban Development • Geomatics

utilize acoustic equipment, accessing designated valves along the waterline. Acoustic equipment will be placed on two valves, and WKD will evaluate the presence of leaks on the waterline between the two valves.

Additionally, the condition of the waterline will be assessed. WKD will evaluate the average remaining structural wall thickness of the cast iron waterline on the sections that are evaluated valve-to-valve. This will be performed in a non-destructive fashion without inserting any devices into the waterline or interrupting service. This process is based on the assumption that the material type is entirely consistent in each evaluated section. If any repairs have been made on the waterline that have affected the material type, then WKD will be unable to provide condition assessment on that section.

If any are available, the City will provide a section or coupon from the existing waterlines in the area that have been recently removed as a part of maintenance or repairs. If such material is available, it will be evaluated by WKD as a part of the overall condition assessment process and compared to the data that is received during the field condition assessment process.

Noise Instigation for Condition Assessment

The condition assessment process requires the introduction of a noise on the waterline that can propagate to the valves where the condition assessment sensors are located. The noise can be created in a number of ways including opening a fire hydrant, tapping on a nearby valve or other manner. The City of Bedford will provide field personnel to introduce the noise along the waterline sections throughout the condition assessment process.

Assessment of Leak Detection & Average Structural Integrity

WKD will evaluate the results of the field condition assessment, assessing potential leaks and structural integrity information on the waterline sections that are evaluated valve-to-valve. WKD will assess the average remaining structural wall thickness in the evaluated sections where the waterline material is entirely consistent. A waterline section is defined as the portion of the waterline that is evaluated between two valves. WKD will utilize proprietary Echologics information and tools to evaluate the condition assessment results and to estimate the average amount of structural wall thickness that exists in each pipe section. Using this data and the as-built information, WKD will estimate the amount of degradation that has occurred in the structural thickness of the pipe wall in each waterline section. This load bearing capacity excludes tuberculation in the line. The average remaining structural wall thickness is not an indication of potential pinpoint holes, leaks or cracks in the waterline.

Evaluation of In-Situ Conditions and Existing Pipe Section

WKD will review the as-built information on the existing waterlines in evaluated areas, establishing the estimated original wall thickness of the original pipes when they were installed. It is assumed that the materials of the waterlines to be evaluated are consistent in each section, and that no other materials have been used to replace the existing materials. If any other pipe materials have been used for maintenance or leak repairs along the waterlines that are to be evaluated, then that section between the two corresponding valves cannot be evaluated under this scope with this equipment.

Condition Assessment Results and Prioritization

WKD will utilize the condition assessment information to rate the overall condition of each evaluated section as excellent, good, fair or poor. WKD will utilize this information in concert with the available information on pipe material, age, repair history and consequence of failure to provide a criticality assessment of the remainder of the 50 miles of water system in the southern sector. We utilize a non-proprietary GIS-based tool to evaluate the condition assessment information and consequence of failure factors to determine which waterlines are most at-risk. This information can be provided back to the City in a GIS database format as well as a written report for future use, and would define the risk and criticality of the waterlines in that sector. With this information, the City can make a more informed decision about whether or not a waterline needs to be replaced at this time, and the prioritization of lines to be replaced over the next several years. We have found that this effort has saved clients millions of dollars in construction costs on similar projects.

We would propose to evaluate that southern sector in two steps: first evaluating 5 miles of the most critical waterlines, then evaluating up to another 15 miles of waterline in a second phase. We can certainly reduce the volume of waterline evaluated in the second phase though it will be difficult to re-mobilize for less than 5 miles of waterline in the second phase of the evaluation. We will work closely with the City staff to establish the waterlines that would be evaluated in each phase of the project. Through Phases 1 and 2, the City would be able to evaluate between 10%-40% of the southern portion of the system – a substantial amount that would help our team to draw broader conclusions about the probable condition of the other portions of the system that are not evaluated in the field.

In the first phase WKD would perform a condition assessment using the Echologics technology on 5 miles of waterline (ductile, cast or AC). The fee for this effort would be \$143,000 which is less

than 6% of the replacement cost of the waterlines that will be evaluated. This limited investment could create millions of dollars in replacement savings for the City.

The second phase of the project would involve the condition assessment of another 5 to 15 miles of waterline in the southern sector, focusing primarily on the most at risk waterlines that are defined in the phase 1 criticality assessment. As in phase 1, our team would perform a condition assessment using the Echologics technology on 5 to 15 miles of waterline (ductile, cast or AC). This would provide an assessment of the relative condition of each pipe segment evaluated, giving each segment a rating of excellent, good, fair or poor. Again, our team would provide a written report to the City defining the results of the phase 2 condition assessment, and recommendations on continued condition assessment and pipeline replacement in that sector. The fee for the Phase 2 effort would be up to and not to exceed \$371,000 for 15 miles of waterline evaluated, based upon actual footage assessed.

Cost Summary

Phase 1: \$143,000 for 5 miles of waterline evaluated

Phase 2: \$371,000 for 15 miles of waterline evaluated

Total Cost: \$514,000

The final cost will be based on the actual amount of waterlines that are evaluated.

The condition assessment information that we can provide can be extremely beneficial to the City in determining if some waterline replacement can be deferred and which lines are most at-risk. WKD is prepared to begin work immediately and we would appreciate the opportunity to answer any questions you may have about our approach.

Sincerely,

W.K. Dickson & Co., Inc.



Bryan R. Odom, PE
Vice President

Accepted

City of Bedford

Signed:

Date:



Council Agenda Background

PRESENTER: Kelli Agan, Assistant City Manager

DATE: 12/08/15

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider a resolution casting votes for candidates to serve on the Board of Directors for the Tarrant Appraisal District.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Tarrant Appraisal District (TAD) notified the City that the terms of service for the five members of the Board of Directors will expire on December 31, 2015, and that there are five positions to be filled. There are eight nominees for the five positions.

The current members of the TAD Board of Directors are shown below. The list of nominees can be found on the attached ballot.

Joe Potthoff	Chairman
Michael O'Donnell	
John Eubanks	
John Molyneaux	
Johnny Bennett	

The City of Bedford is entitled to cast 23 votes collectively or separately.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution casting _____ votes for _____ for the Board of Directors for the Tarrant Appraisal District.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Ballot

RESOLUTION NO. 15-

A RESOLUTION OF THE CITY COUNCIL OF BEDFORD, TEXAS, CASTING VOTES FOR CANDIDATES TO SERVE ON THE BOARD OF DIRECTORS FOR THE TARRANT APPRAISAL DISTRICT.

WHEREAS, the Tarrant Appraisal District has notified the City that the terms of service for the five members of the Board of Directors will expire on December 31, 2015; and,

WHEREAS, the determination of votes to be cast for the nominees for the Board of Directors of the Tarrant Appraisal District must be made in an open meeting and submitted in the form of a resolution adopted by the governing body by December 15, 2015.

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 of Bedford does hereby cast its votes as follows:

SECTION 3. That this resolution be forwarded to the Tarrant Appraisal District by December 15, 2015.

PRESENTED AND PASSED this 8th day of December 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



ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS

We, the governing body of City of Bedford having been advised by the Chief Appraiser of Tarrant Appraisal District that we are entitled to cast 23 vote collectively or separately for the following nominees for the Board of Tarrant Appraisal District:

Mr. Johnny Bennett	
Ms. Karina Davis	
Mr. John Eubanks	Mr. Eubanks has notified TAD that he withdraws his name from consideration for reelection to TAD's Board of Directors.
Mr. Don Funderlic	
Mr. John Marshall	Mr. Marshall has notified TAD that he withdraws his name from consideration for election to TAD's Board of Directors.
Mr. John Molyneaux	
Mr. Terry Moore	
Mr. Michael O'Donnell	
Mr. Joe Potthoff	
Mr. Mark Wood	

do hereby resolve and order that City of Bedford cast and does hereby cast its votes as follows:

VOTES FOR		
	Mr. Johnny Bennett	
	Ms. Karina Davis	
	Mr. John Eubanks	Mr. Eubanks has notified TAD that he withdraws his name from consideration for reelection to TAD's Board of Directors.
	Mr. Don Funderlic	
	Mr. John Marshall	Mr. Marshall has notified TAD that he withdraws his name from consideration for election to TAD's Board of Directors.
	Mr. John Molyneaux	
	Mr. Terry Moore	
	Mr. Michael O'Donnell	
	Mr. Joe Potthoff	
	Mr. Mark Wood	

Passed this _____ day of _____, 2015

Presiding Officer

ATTEST

_____, Secretary or Clerk, City of Bedford

IMPORTANT: This ballot should be returned by December 15, 2015 to Jeff Law, Chief Appraiser, Tarrant Appraisal District, 2500 Handley-Ederville Rd., Fort Worth, Texas, 76118



Council Agenda Background

PRESENTER: Meg Jakubik, Strategic Services Manager

DATE: 12/08/15

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider a resolution authorizing the City Manager to enter into an agreement with _____ for the FY 2016 Citizen Satisfaction Survey.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

During the Work Session for this meeting, the City Council will consider three proposals for the administration of a Citizen Satisfaction Survey. Should the Council come to a consensus, this item will allow the agreement to be approved.

Funds have been allocated in the amount of \$20,000 in the FY 15/16 budget for the survey.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an agreement with _____ for the FY 2016 Citizen Satisfaction Survey.

FISCAL IMPACT:

\$20,000 has been budgeted for the survey. Actual amount will depend on the agreement selected.

ATTACHMENTS:

Resolution
Agreements

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH _____ FOR THE FY 2016 CITIZEN SATISFACTION SURVEY.

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

WHEREAS, the City Council of Bedford, Texas determines that _____ will best perform this service.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into an agreement with _____ for the FY 2016 Citizen Satisfaction Survey

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

PRESENTED AND PASSED this 8th day of December 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: Meg Jakubik, Strategic Services Manager

DATE: 12/08/15

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a four-year agreement with Great Lakes Recycling, Inc. dba Simple Recycling for collection of soft recyclables.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On October 27, 2015, a presentation regarding Simple Recycling was provided to Council regarding Simple Recycling. This program would be free to the citizens of Bedford and provide an opportunity for residents to recycle items that otherwise would be sent to the landfill as trash. There is no cost to the City to participate.

During the presentation, there was questions regarding the coordination with Republic Services, the City's current solid waste and recycling provider. Representatives of the City, Simple Recycling and Republic Services have met to discuss the best approach. Republic Services was concerned that adding another type of collection to the same day of recycling service could cause confusion for the drivers and lead to possible incorrect collections. Republic proposed that Simple Recycling operate their collection on Wednesdays each week. Simple Recycling did confirm that they could provide service to the entire City on one day of the week. Republic believes this will simplify customer service issues, particularly in regards to missed pick-ups.

Once approved, Simple Recycling will begin the marketing campaign to inform the citizens of the new service. The City will have final approval on all marketing materials mailed out, which will incorporate the City's logo. Simple Recycling has provided the following estimated timeline for roll-out:

- January 11 – First postcard
- January 18 – Envelope mailing with bags
- January 25 – Second postcard & approximate week for pick-ups to begin
- March 7 – Third postcard

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a four-year agreement with Great Lakes Recycling, Inc. dba Simple Recycling for collection of soft recyclables.

FISCAL IMPACT:

Varying amount of revenue based on tonnage collected.

ATTACHMENTS:

Resolution Agreement

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FOUR-YEAR AGREEMENT WITH GREAT LAKES RECYCLING, INC. DBA SIMPLE RECYCLING FOR COLLECTION OF SOFT RECYCLABLES.

WHEREAS, the City's current recycling program does not accept soft recyclables; and,

WHEREAS, Simple Recycling is skilled and experienced in the collection and efficient recycling and disposition of soft recyclables; and,

WHEREAS, City Council desires to provide this additional service to the citizens of Bedford.

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 Manager is authorized to enter into a four-year agreement with Great Lakes Recycling, Inc. dba Simple Recycling for collection of soft recyclables.

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

PRESENTED AND PASSED on this 8th day of December 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

AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables ("Agreement") is made and entered into this ___ day of _____, 2015, by and between the CITY OF BEDFORD, Texas (herein referred to as "BEDFORD") a municipal solid waste authority with a business location at 2000 FOREST RIDGE DR, BEDFORD, TX, and Great Lakes Recycling, Inc. dba Simple Recycling, an Ohio corporation (which with its successors and assigns is herein referred to as "Contractor") with a business address at 5425 Naiman Parkway, Solon, OH 44139.

WITNESSETH:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables; and

WHEREAS, BEDFORD desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill; and

WHEREAS, BEDFORD has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the Service Area; and

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables; and

Now, THEREFORE, in consideration of the premises and material promises set forth below and other consideration the receipt and sufficiency of which is hereby acknowledged by the parties, Contractor and BEDFORD (herein collectively called the "Parties") hereby agree as follows:

1. **Term.** The term of this Agreement shall begin upon approval by BEDFORD and continue for an initial four (4) year term. At the end of the initial four (4) year term Contractor and BEDFORD may renew the Agreement for an additional four (4) year term upon mutual agreement. Unless either Party provides written notice to the other Party at least sixty (60) days prior to the end of the initial term or any renewal thereof, the term shall automatically renew for an unlimited number of one-year terms. During the term, Contractor shall have the sole and exclusive rights to pick up Soft Recyclables in the Service Area through municipal contracted pick up.

2. **Termination and Breach.** Either party may terminate this Agreement without cause upon forty-five (45) days written notice. Should BEDFORD elect to terminate this Agreement without cause under the aforementioned provisions or if CONTRACTOR terminates this agreement for-cause, it shall not enter into any other Soft Recyclables program in the Service Area for a period of one (1) year unless undertaken with the Contractor, unless said restriction is waived in advance, in writing by the Contractor. However, should BEDFORD elect to terminate this Agreement for-cause due to an uncured breach of the Contractor, BEDFORD shall not be

precluded from entering into any other agreements for the collection, identification, packaging, hauling, recycling and/or disposing of Soft Recyclables.

In the event of a breach of the terms and conditions of this Agreement by either Party hereunder, the non-breaching Party may elect to terminate this Agreement upon providing the defaulting Party with a written notice of such default, and allowing the breaching Party a period of thirty (30) days from and after the date of such notice to cure the breach complained of to the satisfaction of the non-breaching Party. In the event said breach is not cured within said thirty (30) day period, this Agreement shall be terminated (for-cause) as of the last day of said period. In the event BEDFORD is the non-defaulting party, Contractor agrees to furnish services under this Agreement until such time as another Soft Recyclables collection and disposal contractor can be selected by BEDFORD.

3. Collection Schedule. Contractor shall divide the Service Area into collection areas to coincide with BEDFORD collection dates. Collections shall be made from Service Recipients on a regular schedule on the same day every week in accordance with the existing recycling pickup schedule; however, Contractor reserves the right to alter the frequency of the scheduled pickups on an as needed basis. Notwithstanding the above, Bedford may, in its sole discretion, require Contractor conduct all collection activities on one designated day of each week.

Contractor shall not be required to perform any service under this Agreement on Holidays. Following all Holidays, each Service Recipient shall receive collection service on the day following its normally scheduled collection with the weeks work to be finished by Saturday. For a Monday Holiday, Monday through Friday collection shall be rescheduled for Tuesday through Saturday. For a Thursday Holiday, Thursday and Friday collection shall be rescheduled for Friday and Saturday. For a Friday Holiday, Friday collection shall be rescheduled for Saturday.

4. Collection. Contractor shall collect all acceptable set-outs of Soft Recyclables set-out for recycling and collection by Residential Customers. The decision of what is an "acceptable" Soft Recyclable shall be made in the reasonable discretion of Contractor. No service is provided to Commercial Customers and in no event shall Contractor be required to accept any Excluded Items (excluded items include, but are not limited to the following items: garbage, hazardous waste, carpet, newspapers, mattresses, large furniture, large appliances, yard waste). Contractor must collect all Soft Recyclables set out in the Recycling Container. Contractor shall *not* be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other reasonably necessary arrangements for the immediate clean up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to BEDFORD. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes, which in Contractor's reasonable discretion make the pick-up of the Soft Recyclables from a Service Recipient impracticable under the circumstances.

5. Contamination and Improper Set Out. If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

6. Set Out Procedures. Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph.

7. Ownership. Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set out. Soft Recyclables physically collected by Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

8. Inventory of Containers. During the term of this Agreement, Contractor shall purchase (at its sole cost) and maintain an inventory of acceptable and approved Containers for distribution to Service Recipients. Prior to commencement of this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program (of Soft Recyclables) produced and printed by the contractor and approved by BEDFORD.

9. Missed Collections and Complaints. Service Recipients shall be instructed to report missed collections and complaints to Contractor. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

10. Contractor's Cost and Equipment. Contractor agrees to furnish all labor, equipment, tools, and services required and necessary for the collection and disposal of Soft Recyclables within the Service Area and provide qualified supervisory personnel to direct the activities of Contractor under this Agreement. All equipment used by Contractor shall be kept and maintained in a clean and professional manner.

11. Contractor's Fee. Contractor shall pay to BEDFORD a contract fee of One Cent (\$0.01) per pound of gross receipts of Soft Recyclables in the Service Area. Payments shall be made to BEDFORD not less than thirty (30) days following the close of each calendar month during the term of this Agreement. Weight shall be collected and documented upon completion of each collection day.

12. Publication Information and Education Program. BEDFORD shall plan and coordinate a public education and information program to inform Service Recipients of this recycling program the contents of which and the dates shall be approved in advance by Contractor. Contractor may distribute its own promotional materials subject to BEDFORD

approval. Contractor shall participate in BEDFORD directed promotion and education efforts as outlined below:

1. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
2. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
3. Coordinate with BEDFORD for distribution of written promotional and instructional materials directly to Service Recipients.
4. Be available a minimum of two times per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.
5. Provide advice to BEDFORD on promotion and education material content and presentation.

13. Telephone and Customer Service. Contractor shall maintain and adequately staff a local toll-free telephone number where complaints of Service Recipients shall be received, recorded and handled to the best of Contractor's abilities, between the hours of 9:00 AM and 4:30 PM Monday through Friday excluding Holidays. Typically, all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call. If the caller is not contacted on the first attempt, Contractor shall make subsequent attempts on the next working day after the original call. Contractor shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. All attempts to contact the caller shall be recorded on the log kept by Contractor.

14. Marketing and Disposition of Recyclable Material. Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

15. Insurance. During the term of this Agreement Contractor agrees to keep in force, with an insurance company licensed to transact business in the state of Texas, an "occurrence basis" insurance policy or policies indemnifying, defending and saving harmless BEDFORD from all damages (except for damages caused by BEDFORD's own negligence, willful misconduct or failure) which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

- a. General Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- b. Vehicle Liability: Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per accident for bodily injury and property damage.
- c. Worker's Compensation/Industrial Insurance: Limits as required by the State of Texas.

The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) BEDFORD, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of

Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.

- (ii) Contractor's insurance coverage shall be primary insurance as BEDFORD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by BEDFORD, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to BEDFORD, its officers, officials, employees, or volunteers.
- (iv) Contractor's insurance shall apply separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to BEDFORD. Each insurance policy required herein shall name Bedford as an additional insured.

16. Indemnification and Hold Harmless. Except for BEDFORD'S own negligence, willful misconduct or failures, Contractor shall save, keep, and hold harmless BEDFORD, its officers, agents, employees, and volunteers from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of Contractor, any of Contractor's employees, or any subcontractor. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and BEDFORD, its members, officers, employees, and agents, Contractor's liability hereunder shall be only to the extent of Contractor's negligence. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

17. Compliance with Law. Contractor agrees to comply with all published ordinances, laws, rules, and regulations, together with amendments thereto, of the State of Texas, the United States of America, or BEDFORD pertaining to the services to be performed hereunder. Venue for all legal actions shall lie in Tarrant County, Texas.

18. Taxes. Contractor agrees to save BEDFORD harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for BEDFORD.

19. Employee Conduct. All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time must they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

20. **Monthly Reports.** Contractor shall provide monthly project status reports. These reports will be due within fifteen (15) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month and the payment of the required fee to BEDFORD.

21. **Inspections.** Upon reasonable advanced request, BEDFORD reserves the right to inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with contractual provisions of this Agreement. Upon reasonable advance request, BEDFORD reserves the right to review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. BEDFORD agrees to notify Contractor, in writing, at least forty-eight (48) hours prior to such inspections and shall indicated the reasonable basis for requesting the inspection.

22. **Meetings and Communications.** In order to minimize problems and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and to adopt communications procedures as follows:

Meetings After Collection Begins. After the Collections begin, meetings shall be held at least on a quarterly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Designation of Representatives. Each party shall send at least one representative to each meeting. BEDFORD shall send to each meeting at least one staff member with operation expertise. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its lead representative.

23. **Compliance with Laws and Regulations.** Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all known federal, State and local laws and regulations now in effect, or hereafter enacted during the term of this contract, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

24. **Severability.** Should one or more of the provisions of this Agreement be held by any to court to invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

25. **Independent Contractor Status.** In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of BEDFORD. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other

benefits which accrue to BEDFORD employees and Contractor expressly waives and claim it may have or acquire to such benefits.

26. **No Assignment.** This Agreement, or any interest herein, shall not be transferred, sold, nor assigned by either Party to any person, firm, or corporation, without the prior written consent of the other Party.

27. **Definitions.**

Commercial Customer: The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

Container: The term "Container" means Contractor supplied bag, box or bin for the Residential Customer to place Soft Recyclables.

Contractor: The word "Contractor" means Great Lakes Recycling, Inc. dba Simple Recycling which has contracted with BEDFORD to collect and dispose of Soft Recyclables.

Curb or Curbside: The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude such a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by BEDFORD and Contractor.

Date of Commencement: The term "Date of Commencement" means the date that Contractor agrees to commence the provision of collection and other services as described throughout this Agreement.

Date of Execution: The term "Date of Execution" means the date that this Agreement is approved by BEDFORD and executed by a designated and authorized representative.

Excluded Items: The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

Garbage: The term "Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

Hazardous Waste: The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Texas statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

Holiday: The term "Holiday" means the following days: New Year's Day, Independence Day, Thanksgiving Day and Christmas Day.

Private Road: The term "Private Road" means a privately owned and maintained way that allows for access by a service truck and that serves multiple Residences.

Public Street: The term "Public Street" means a public right-of-way used for public travel, including public alleys.

Residence: The term "Residence" means a living space individually rented, leased or owned.

Residential Customer: The term "Residential Customer" means individuals residing in a Residence.

Service Area: The term "Service Area" means the corporate limits of the municipalities participating in BEDFORD as of the Date of Commencement, and thereafter, shall be the collection area as may it be amended thereafter by BEDFORD.

Service Recipients: The term "Service Recipients" means Residential Customers in the Service Area.

Soft Recyclable: The term "Soft Recyclable" means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men's, women's and children's clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

BEDFORD Texas

By: _____

Its: _____

Great Lakes Recycling, Inc. dba Simple
Recycling

By: _____

Adam Winfield

As its President



Council Agenda Background

<u>PRESENTER:</u> Michael Wells, City Secretary		<u>DATE:</u> 12/08/15
Council Mission Area: Encourage citizen involvement.		
<u>ITEM:</u> Consider a resolution appointing members to Bedford's Citizen Boards and Commissions. City Attorney Review: N/A City Manager Review: _____		
<u>DISCUSSION:</u> The Council interviewed 13 applicants for Bedford's Citizen Boards and Commissions on September 15, 2015. Additionally, there were several incumbents who reapplied for their current Board or Commission seat or a seat on another Board or Commission as indicated in the list provided to Council during the interviews. The City Secretary received an application from Jose Zavala to serve on the Community Affairs Commission and from Alicia Chick to serve on the Cultural Commission. There is one opening on each of these boards.		
<u>RECOMMENDATION:</u> Staff recommends the following motion: Approval of a resolution appointing members to Bedford's Citizen Boards and Commissions.		
<u>FISCAL IMPACT:</u> N/A	<u>ATTACHMENTS:</u> Resolution Applications	

RESOLUTION NO. 15-

A RESOLUTION APPOINTING MEMBERS TO BEDFORD'S CITIZEN BOARDS AND COMMISSIONS.

WHEREAS, the City Council of Bedford, Texas desires to fill openings on Bedford's Citizen Boards and Commissions with qualified applicants.

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

SECTION 1. That the City Council appoints the following members to various Bedford Citizen Boards and Commissions established to serve at the will of the Council:

Community Affairs Commission

Jose Zavala, Place 4: Business – Term Expires September 30, 2017

Cultural Commission

Alicia Chick, Place 5 – Term Expires September 30, 2016

PRESENTED AND PASSED this 8th day of December 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