

AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, September 25, 2012
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021**

**Conference Room Work Session 5:30 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>**

WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Discussion regarding setting a date for Board and Commission interviews and setting dates for Council Meetings in December.
- Discussion regarding the Zoning Ordinance for strategic intersections impacted by NTE Highway 183 construction. ***Item requested by Mayor Griffin.

EXECUTIVE SESSION:

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

- Pursuant to Section 551.071(2), consultation with the City Attorney on matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code – economic development and land use.
- Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block A, Lot 1A, Bedford Plaza Addition.
- Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot A1, Dallas Federal Addition.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Dr. Jerry Chism, Martin United Methodist Church)

PLEDGE OF ALLEGIANCE

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Employee Service Recognition
2. Proclamation recognizing October 2012 as Fire Prevention Month in the City of Bedford.
3. Proclamation recognizing October 2, 2012 as the official day for National Night Out.
4. Proclamation recognizing October 2012 as Crime Prevention Month in the City of Bedford.

PERSONS TO BE HEARD

5. The following individuals have requested to speak to the Council tonight under Persons to be Heard.
 - a) John Watson, 3318 Forest Lane, Suite 200, Dallas, TX – Requested to speak to the Council regarding request for development incentives for the new Burger King at 1200 Airport Freeway, Bedford, TX.
 - b) Larry Stricklin, 705 Annette Drive, Bedford, TX – Requested to speak to the Council regarding West Nile containment and prevention.

APPROVAL OF THE MINUTES

6. Consider approval of the following City Council minutes:
 - a) September 11, 2012 regular meeting

NEW BUSINESS

7. Consider a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Pappas Restaurants Inc.
8. Consider a resolution accepting an Art/Exhibit Policy for displaying art in City of Bedford facilities.
9. Consider a resolution authorizing the City Manager to renew the City's current contract with Dr. Roy Yamada, M.D., Fort Worth, Texas, to provide medical control services for the City of Bedford's emergency medical operations in the amount of \$17,500.
10. Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Fort Worth in the amount of \$47.00 per voucher to allow for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2012 to September 30, 2013.
11. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Control Board – Councilmember Olsen
 - ✓ Animal Shelter Advisory Board - Councilmember Olsen
 - ✓ Beautification Commission – Councilmember Turner
 - ✓ Community Affairs Commission - Councilmember Boyter
 - ✓ Cultural Commission - Councilmember Nolan
 - ✓ Library Board – Councilmember Brown
 - ✓ Parks & Recreation Board - Councilmember Davisson
 - ✓ Senior Citizen Advisory Board - Councilmember Turner
 - ✓ Teen Court Advisory Board - Councilmember Olsen

12. Council member reports

13. City Manager/Staff Reports

a) Presentation on the October 6 Cultural Crawl.

14. 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, September 21, 2012 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

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



Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 09/25/12

Work Session

ITEM:

Discussion regarding setting a date for Board and Commission interviews and setting dates for Council Meetings in December.

City Manager Review: _____

DISCUSSION:

There is a need to set up a date for Council to interview applicants to the City's Citizen Boards and Commissions. Generally, these interviews have been held at the end of November or the beginning of December. There is also a need to move the second Council Meeting in December as it falls on Christmas Day. It is the recommendation of staff that the meetings in December be moved to December 4 and 11, with the December 4 meeting being solely for the interviews. A resolution establishing these dates will be presented for approval at the next Council meeting based on the direction from Council.

ATTACHMENTS:

Calendars

Council Calendar – November 2012

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
			1 6:30p Parks & Rec OBS	2	3	4
5	6	7	8 11:00a HEB Chamber Luncheon - First United Methodist Church – Hurst 7:00p P&Z City Hall	9	10	11
12 6:30p Cultural Commission Library	13 6:30p City Council Meeting City Hall	14	15 TML Convention Grapevine 5:30p Community Affairs Commission City Hall	16 TML Convention Grapevine	17 8:00a Beautification Workday Boys Ranch	18
19 6:00p ZBA City Hall 6:30p Beautification OBS	20	21 7:00p Library Board Library	22 Thanksgiving (City Holiday)	23 City Holiday	24	25
26 6:30p Cultural Commission Library	27 6:30p City Council Meeting City Hall	28	29	30		

Council Calendar – December 2012

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
					1	2
3	4	5	6 6:30p Parks & Rec OBS	7	8	9
10 6:30p Cultural Commission Library	11 6:30p City Council Meeting City Hall	12	13 11:00a HEB Chamber Luncheon First United Methodist Church – Hurst 7:00p P&Z City Hall	14	15	16
17 6:00p ZBA City Hall 6:30p Beautification OBS	18	19 7:00p Library Board Library	20 5:30p Community Affairs Commission City Hall	21 12:00p Employee Holiday Luncheon	22	23
24 Christmas Eve (City Holiday)	25 Christmas (City Holiday)	26	27	28	29	30
31						



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 09/25/12

Council Request

ITEM:

Discussion regarding the Zoning Ordinance for strategic intersections impacted by NTE highway construction.

City Manager Review: _____

DISCUSSION:

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

ATTACHMENTS:

Letter of Request

From: Griffin, Jim
Sent: Tuesday, September 18, 2012 4:17 PM
To: Wells, Michael
Cc: Griffith, Beverly
Subject: Item to be Placed on Work Session Agenda for 9/25

Michael,

Please add the following item "Zoning Ordinance Discussion for Strategic Intersections Impacted by NTE Hwy. Construction" for council discussion on the 9/25 work session. This discussion should be held in the conference room and we will need Stan to attend.

Please check with Beverly for specific details concerning work session agenda.

Regards,
Jim Griffin
Bedford Mayor



Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 09/25/12

Council Recognition

ITEM:

Employee Service Recognition

City Manager Review: _____

DISCUSSION:

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

- Megan Jakubik 5 yrs. Administrative Serv.
- Joe Tijerina 5 yrs. Public Services
- Cecil Weir 10 yrs. Police
- William Lankford 15 yrs. Public Services
- Paul Archibald 15 yrs. Community Services

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 09/25/12

Council Recognition

ITEM:

Proclamation recognizing October 2012 as Fire Prevention Month in the City of Bedford.

City Manager Review: _____

DISCUSSION:

Fire Prevention Month is a nationwide effort held each October to encourage Americans to take simple steps to prevent fire emergencies in their homes, businesses and schools. The goal of Fire Prevention Month is to increase public awareness about the importance of preparing for fire emergencies and to encourage individuals to take action. The Fire Department will host an Open House with live demonstrations and citizen interaction at the Central Fire Station, Saturday, October 27, 2012 from 10:00 a.m. until 2:00 p.m. The Fire Department will present fire safety and fire prevention programs in the schools throughout the month of October. A fire prevention poster contest will follow at the end of October, allowing over 4,000 students to enter and illustrate what they have learned from the programs.

The national fire prevention theme for 2012 is “Have 2 Ways Out!”

Fire Chief James Tindell will be on hand to accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire. The citizens of Bedford must take action to prevent fires and to protect themselves if fire strikes. Awareness of simple safety practices can help lower fire death and injury rates; and

WHEREAS, the City of Bedford and the Bedford Fire Department are committed to the safety and well being of all citizens and visitors to this community; and

WHEREAS, the 2012 Fire Prevention theme, "Have 2 Ways Out!" effectively serves to remind us all of the simple actions we can take to keep our homes and families safe from fire during Fire Prevention Month and year-round; and

WHEREAS, citizens are invited to the Bedford Fire Department's Open House, Saturday, October 27, 2012, 10 a.m. until 2 p.m. at the Central Fire Station with life and fire safety demonstrations, preparedness and prevention information, and fun for the whole family.

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

Fire Prevention Month

and call upon the citizens of the City of Bedford to protect your family from fire by having working smoke alarms and plan and practice fire drills. This month is commemorated across North America and supported by the public safety efforts of fire departments, schools and other safety advocates, in conjunction with the National Fire Protection Association.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this 25th day of September, 2012.

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 09/25/12

Council Recognition

ITEM:

Proclamation recognizing October 2, 2012 as the official day for National Night Out.

City Manager Review: _____

DISCUSSION:

The 29th Annual National Night Out is a unique, inexpensive crime/drug prevention event that is scheduled for Tuesday, October 2, 2012.

National Night Out was designed to: (1) heighten crime and drug prevention awareness; (2) generate support for, and participation in, local anti-crime efforts; (3) strengthen neighborhood spirit and police-community partnerships; and (4) send a message to criminals letting them know neighborhoods are organized and fighting back.

From 7:00 p.m. to 10:00 p.m. on October 2, residents from Bedford and across Texas are asked to lock their doors, turn on outside lights and spend the evening outside with neighbors and police. Many neighborhoods throughout Bedford will be hosting a variety of special events such as block parties, cookouts and visits from officers and volunteers of the Police Department.

Police Chief Roger Gibson and Technical Sergeant Randy Gardner will be accepting the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, National Night Out, “America’s Night Out Against Crime,” was introduced by the National Association of Town Watch, a nonprofit crime prevention organization, in 1983; and

WHEREAS, the 29th Annual National Night Out Against Crime is a nation-wide event designed to promote neighborhood safety; and

WHEREAS, National Night Out activities are designed to heighten crime and drug prevention awareness, generate participation in local anti-crime programs, strengthen neighborhood spirit and community partnerships, and send a message to criminals that neighborhoods are organized and fighting back; and

WHEREAS, on October 2, neighborhoods across Texas will turn on porch lights in observance of National Night Out.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim October 2, 2012, as:

National Night Out

and urge all citizens of Bedford to support National Night Out by hosting and participating in neighborhood events and activities.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this 25th day of September, 2012.

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 09/25/12

Council Recognition

ITEM:

Proclamation recognizing October 2012 as Crime Prevention Month in the City of Bedford.

City Manager Review: _____

DISCUSSION:

In 1984, the National Crime Prevention Council designated October as Crime Prevention Month. Since 1984, government agencies, civic groups, schools, businesses, and youth organizations have reached out to educate the public, showcase their accomplishments, and explore new partnerships during this special month.

October has become the official month for recognizing and celebrating the practice of crime prevention, while promoting awareness of important issues such as victimization, volunteerism, and creating safer, more caring communities. The month-long celebration spotlights successful crime prevention efforts on the local, state, and national levels.

Police Chief Roger Gibson and Technical Sergeant Randy Gardner will be accepting this proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, the vitality of our city depends on how safe we keep our homes, neighborhoods and communities; and

WHEREAS, crimes and fear of crime destroy our trust in others and in institutions, threatening the community's health, prosperity and quality of life; and

WHEREAS, people of all ages must be made aware of what they can do to prevent themselves, their families, neighbors and co-workers from being harmed by drugs, violence and other crime; and

WHEREAS, the personal injury, financial loss, and community deterioration resulting from crime are intolerable and require investment from the whole community; and

WHEREAS, crime prevention initiatives must include self-protection and security, but they must go beyond these to promote collaborative efforts to make neighborhoods safer for all ages and to develop positive educational and recreational opportunities for young people; and

WHEREAS, adults must invest time, resources and policy support in effective prevention and intervention strategies for youth, and teens must be engaged in driving crime from their communities; and

WHEREAS, effective crime prevention programs excel because of partnerships among law enforcement, other government agencies, civic groups, schools, faith communities, businesses and individuals as they help to nurture community responsibility and instill pride.

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

Crime Prevention Month

and urge all citizens, government agencies, public and private institutions and businesses to invest in the power of prevention and work together for the common good.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
25th day of September, 2012.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: See below

DATE: 09/25/12

Persons to be Heard

ITEM:

- a) John Watson, 3318 Forest Lane, Suite 200, Dallas, TX – Requested to speak to the Council regarding request for development incentives for the new Burger King at 1200 Airport Freeway, Bedford, TX.
- b) Larry Strickland, 705 Annette Drive, Bedford, TX – Requested to speak to the Council regarding West Nile containment and prevention.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letters of Request

From: John Watson [REDACTED]
Sent: Friday, September 14, 2012 4:11 PM
To: Wells, Michael
Cc: Guillermo Perales; 'Scardino, Anthony'; Bryan Rhodes
Subject: City Council Agenda Request

Mr. Wells,

Please place my name on the agenda to speak to the City Council about our request for development incentives for the new Burger King that we plan to build at 1200 Airport Freeway.. Would like to speak to Council on Tuesday, September 25th.

Thank you,

John Watson
Director of Real Estate
Sun Holdings, LLC
3318 Forest Lane, Suite 200
Dallas, TX 75234
Direct Line: 972-620-2287 x-285



From: LARRY STRICKLIN [REDACTED]
Sent: Monday, September 17, 2012 2:33 PM
To: Wells, Michael
Subject: SEPT25 MTG SUBJECT

LARRY STRICKLIN 705 ANNETTE DR BEDFORD 76022 817 268 5526, 8179195377

QUESTIONS REGARDING "WEST NILE" CONTAINMENT AND PREVENTION.



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 09/25/12

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) September 11, 2012 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

September 11, 2012 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 11th day of September, 2012 with the following members present:

Jim Griffin	Mayor
Michael Boyter	Council Members
Chris Brown	
Jim Davisson	
Patricia Nolan	
Sherrri Olsen	
Roy W. Turner	

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Bill Cooper	Information Services Director
Roger Gibson	Police Chief
John Kubala	Public Works Director
Jill McAdams	Human Resources
Mirenda McQuagge-Walden	Managing Director of Community Services
Jacquelyn Reyff	Planning Manager
Maria Redburn	Library Manager
Bill Syblon	Development Director
James Tindell	Fire Chief

WORK SESSION

Mayor Griffin called the Work Session to order at 5:30 p.m.

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

Council discussed placing the following items on consent: 2, 5, 8, 9, 16 and 17.

Administrative Services Director Cliff Blackwell presented information regarding Item #5. Pursuant to the Public Funds Investment Act, the City is required to present an investment policy to the Council for review and approval. The City has an Investment Committee with Councilmember Turner as Chair. The Policy, which regulates how the City invests public funds, is regulated by State statute and each year there may be legislative changes. The changes this year are minor. He was encouraged that there is the significant possibility of increasing the City's return. The City works with their consultants, Valley View Consulting, to solicit rates. CDs are the most attractive option that the City is currently utilizing. Money market accounts are averaging 35 basis points while CDs average between 40-50 basis points. The hierarchy of goals per the Policy is safety, liquidity, diversity and yield.

Development Director Bill Syblon presented information regarding Item #8. The City has received feedback from businesses along the corridor regarding “Still in Business” signs being limited to five feet in height and a total square footage of 35. With the new walls being constructed with the highway expansion, visibility to the signs is limited. The proposed changes to the Sign Ordinance would allow “Still in Business” signs on the building itself or on a pole sign to increase visibility. One other change that is being proposed due to the ever-evolving process is to defer authority to the City Manager to make decisions on “Still in Business” signs.

Parks Superintendent Don Henderson presented information regarding Item #9. He stated that the changes to the contract are for increased mowing for medians and adding the new properties purchased by the City that are in the flood plain. Jenson Gainer, representing Lawn Associates, stated that they first started working with the City in 2006. The elevated water tanks and the well lots have also been added to the contract but the net cost per service has not increased since 2008. He then explained the typical mowing schedule. Medians are mowed over a day and a half with two crews. With the addition of rights-of-way, which are mowed every other week, it takes three days. This summer, they missed mowing medians twice due to rain. There have been issues with blue stem and bahia grasses this summer, especially along the west end of Harwood Road. In answer to questions from Council, Mr. Gainer stated they do not treat the grass. He supervises his crews using GPS and can tell how long they have been at a location. He talks twice a week with Mr. Henderson and drives by the medians and rights-of-way every week as well as the drainage areas once every four weeks. The cost of mowing is per visit. He stated that he will make a better effort to get on a set schedule and that this is the first time he has heard complaints. They do not handle downed limbs but he stated that he needs to do a better job communicating with Mr. Henderson regarding downed limbs.

- **Staff report on the 2012 City of Bedford Labor Day Blues and BBQ Festival.**

Special Events Coordinator Wendy Hartnett stated the overall goals of the festival are to increase hotel usage, provide a community event, foster economic growth, encourage citizen involvement and produce a phenomenal festival. The mission is to continue the popular BluesFest with a twist, the BBQ cook-off. In regards to advertising and median, she presented a final wrap-up from their public relations firm Bob Hill and Company that showed a cost per impression of \$1.43 per thousand people. There were 59 BBQ teams, up from 52 last year and there was added revenue from additional space fees. There were 46 art vendors, up from 42 last year, and 20 food vendors. On-line packages continued to be the bread and butter for gate sales. The festival received rave reviews from sponsors, the Kansas City Barbecue Society (KCBS), citizens, vendors and artisans. The total attendance was approximately 15,200 and there was an increase in sponsorships of \$34,000. Challenges that were overcome included the highway construction; putting a sign plan in place; maximizing the venue space by shifting the stage; adding additional parking venues and communicating to the users of the parking; and increasing sponsors, including the title sponsor, Texas Health Resources. There were 30 people in the judging class, 17 teams in the People’s Choice, and nine teams, plus Rita’s, in the Battle of the BBQ. These events brought in additional revenue of \$10,391. The BBQ Pitmasters show was filming during the event and was an asset. In regards to specialty seats, there were 125 reservations on Saturday and 118 on Sunday for combo seats, which included the party tent and reserved seats; there were 219 reservations on Saturday and 216 on Sunday for party tent seats; and there were 256 reservations on Saturday and 160 on Sunday for reserved seats, 80 of which were sold on site. These options brought in additional revenue of \$32,535. There was a total of \$332,569 in expenses as compared to revenues of \$213,265, for a total hotel tax contribution of \$119,304, or a 64.1% cost recovery. Looking forward, they are looking at increasing attendance, adding more sponsors, continuing to improve the volunteer structure, enhancing the BBQ and music events, evaluating the complicated ticketing options, additional revenue streams and minimizing wristband confusion. Based on questions from Council, Ms. Hartnett stated that the \$34,000 in additional sponsorship covered a lot of the costs from the lack of attendance on Sunday. The attendance the previous year was approximately 19,000. In regards to closing the gap on cost recovery, she stated the biggest thing is to capitalize on the BBQ, which is very sponsorable. This event is the largest sanctioned KCBS event in Texas. There were a number of electronic billboards advertising the event throughout the Metroplex. BBQ Pitmasters is going to air this fall.

- **Staff report on the application for the Mayors Challenge.**

Police Chief Roger Gibson stated that the Mayors Challenge was not the precursor to the Repeat Victimization Program proposal. In looking at vacancies and manpower availabilities, command staff questioned if something could be done different with those positions to better serve the community and the Police Department. They had discussions with the City Manager, the Deputy City Manager and Dr. Eric Fritsch at the University of North Texas and they believe they came up with a viable solution. He was part of the committee that looked at three possible alternatives for the Mayors Challenge: the Repeat Victimization Program, the Cultural District and the Employee Health Clinic. They looked into which one of the alternatives met the basic criteria of the Challenge: 1) is the idea innovative and unique; 2) is it a problem on the national level; 3) if successful, would there be a strong interest in other communities to replicate it on a national level; and 4) can it be replicated.

In regards to the Repeat Victimization Program, the Police Department find themselves in situations dealing with the same issues over and over again, primarily domestic violence and mental health detentions, but also juvenile offenses and neighborhood disputes. These are problems that every community faces. The University of North Texas was approached and they were excited about working on the Program. They would be responsible for surveys and data collection. If the program works, then it can be replicated in other communities.

Chief Gibson explained how the Program meets components of the Mayors Challenge. In regards to addressing serious social and economic problems, he stated that of the 550 domestic violence offenses reported in the City last year, repeat victims account for 15% of that total. Mental health detentions have increased from 225 in 2006 to 376 in 2011, and approximately 20% were repeat calls last year. According to the Justice Department, 13% of all violent crimes involve violence between partners and 25% of adult victim compensation goes towards domestic violence victims. The economic loss for violent crime is \$1.9B. Per the U.S. Conference of Mayors, domestic violence was the primary cause of homelessness for females. Per the Council of State Governments, 5% of the population has a serious mental issue and 7-10% of all police contacts are for calls involving people with mental problems. In regards to improving customer service for residents and businesses, he explained that in dealing with domestic violence calls, many victims are not inclined to deal with a male officer. Nor can the officer offer long term solutions as they are resolving the immediate issue, making arrests if necessary and doing paperwork. If the Department can bring in those partners discussed in the Program, the problem can be attacked the next day by talking to that victim in a better setting and have people professionally trained to cover some of those aspects better than the Department is able to on the initial call. This would also benefit in dealing with mental health calls as well. If they can get to the point that they are able to reduce the number of repeat calls, there would be the potential benefits of less patrol calls, criminal investigations, court cases, arrests as well as a better quality of life for the victims. In regards to enhancing accountability and engagement with the public, he stated that results for this program will be tracked and surveys will be conducted. In regards to costs, the vast majority will be for the salary and benefits of the three officers. Further, they will utilize two vehicles that would normally have been retired and the Department is in the process of converting seldom used offices for the Program. In regards to implementation, the first officer was moved to the Program last week. The other two officers will be moved a few months down the road. In regards to creating efficiencies that make government work better, faster and cheaper, if the root causes are attacked as opposed to dealing with the symptoms, there is a chance to remove repeat victimization, which benefits the victims, the Department and the taxpayers.

Chief Gibson explained the tiered escalation response. After the first domestic violence incident, there would be some level of interaction beyond the initial call offering support and information. As the violence continues, the level of interaction would increase. Critical partners in the program would include UNT and an intern program, Women's Haven, a chaplain's group, victim's assistance groups and the District Attorney's Office.

Mayor Griffin adjourned the Work Session at 6:34 p.m.

EXECUTIVE SESSION:

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

- Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block A, Lot 1A, Bedford Plaza Addition.
- Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot A1, Dallas Federal Addition.

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

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to Block A, Lot 1A, Bedford Plaza Addition and Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot A1, Dallas Federal Addition at 8:10 p.m.

Council reconvened from Executive Session at 9:02 p.m. Any necessary action to be taken as a result of the Executive Session will occur during the Regular Session of the Bedford City Council Meeting.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 6:43 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION (Senior Pastor Nosa Onaiwu - Arise and Shine International Ministries)

Senior Pastor Nosa Onaiwu of Arise and Shine International Ministries gave tonight's invocation.

PRESENTATION OF COLORS (Bedford Fire Department)

The Bedford Fire Department Color Guard presented the colors.

PLEDGE OF ALLEGIANCE (Cub Scout Pack 363 – Leader David Wilhite)

Cub Scout Pack #363, lead by David Wilhite and Cub Scouts Mack Cleveland, William Bawcombeschast, Tyler Lane, Rohan Oberoi and Jonathan Seguija, lead the Pledge of Allegiance.

OPEN FORUM

Nobody chose to speak under tonight's Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Olsen, seconded by Councilmember Turner, to approve the following items by consent: 2, 5, 8, 9, 10, 16 and 17.

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

COUNCIL RECOGNITION

1. Proclamation recognizing September as Blood Cancer Awareness Month.

Mayor Griffin read a proclamation recognizing September as Blood Cancer Awareness Month. Teresa Edwards of the Leukemia and Lymphoma Society was on hand to accept the proclamation. She accepted it on behalf of the Society and her son Jonathan, who passed away from leukemia on October 9, 2009. She mentioned that September is also Pediatric Cancer Awareness Month.

APPROVAL OF THE MINUTES

- 2. Consider approval of the following City Council minutes:**
 - a) August 23, 2012 work session**
 - b) August 28, 2012 regular meeting**

This item was approved by consent.

NEW BUSINESS

- 3. Public hearing and consider an ordinance to rezone Lots 39 and 40, J.R. Murphy Addition, 2413 Murphy Drive, from R-15,000, Single-Family Residential Detached District to MD-3, Medium-Density Residential-Single-Family Detached District. The property is generally located north of Bedford Road and west of Murphy Drive. (Z-227)**

Planning Manager Jacquelyn Reyff presented information regarding this ordinance. The applicant is requesting to rezone 2413 Murphy Drive from R-15,000 to MD-3, for the construction of 14 single-family homes and a detention area near Lot 9. Currently, there is one home on one of the lots as well as miscellaneous storage. The current zoning allows for low population densities. Over the last several years, there have been similar types of development in the area whereby a large single-family residential property is subdivided to allow for the construction of more medium-density single-family houses. There are specific design standards for this type of zoning, which would be met per the concept plan and elevations submitted by the applicant. They would be in excess of what is required by the district including average lot sizes between 4,900 SF and 6,600 SF, lot widths averaging 50 feet, and five-foot side lots. At the time of platting, engineering and drainage would have to meet code. The City's Comprehensive Plan shows the area to be low-density residential in nature so this use would not be in conflict with the plan. The Planning and Zoning Commission recommended approval of this item at their August 9, 2012 meeting with additional language being added to the boxed notations on the concept plan that the minimum floor area not be less than 1,800 square feet. The minimum floor area does not include the garage. In answer to questions from Council, Ms. Reyff and staff explained that the concept plan would become part of the zoning package. The side yards would be five feet on each side. The subdivision fence would be made of brick and the intention is to have the homeowner's association be responsible for it and the detention area. The detention area would be a detention pond and would not have water in it all the time. Council discussed adding the five foot side yards to the concept plan and indicating on the plat that the homeowner's association is responsible for the fence and detention area.

Bill Stimmel of Coldwell Bank presented information regarding the Kassel Court Addition. He was joined by the developer, Tommy Cansler and the builder, Keith Hamilton. He presented slides showing what is currently at the location and the general concept and elevations of the development. They are looking at sales prices of \$375,000 and up.

Council and staff discussed the bylaws and covenants of the HOA, that the developer will be in charge of the HOA until a certain number of lots have been sold, the platting process documents being presented to the Planning and Zoning Commission and notations on the face of the plat stating that the HOA is responsible for the fence and detention area.

Mayor Griffin opened the public hearing at 7:05 p.m.

Ray Champney, 2300 Marshfield Drive – Mr. Champney stated that the HOA in his subdivision is a mandatory association. He questioned whether this HOA would be incorporated or provisioned in relation to the approval of the rezoning.

Sherilyn Hageman, 2604 Second Street – Ms. Hageman stated that something will have to be done about the rats and carpenter ants that will be coming towards her house from the development.

Mayor Griffin closed the public hearing at 7:09 p.m.

City Attorney Stan Lowry recommended an amendment to the ordinance. Section 2 currently reads that approval of the rezoning is subject to no stipulations. It should be amended to read that approval of this rezoning is subject to the concept plan attached as Exhibit A.

Keith Hamilton, 1841 Mid Cities Boulevard, North Richland Hills – Mr. Hamilton is the engineer for this project. In answer to questions from Council, he stated that a contractor will be hired to clear the site. There is a lot of debris currently at the site that will be removed. After that, there will be grading, padding the lots, utilities and streets.

Motioned by Councilmember Brown, seconded by Councilmember Turner, to approve an ordinance to rezone Lots 39 and 40, J.R. Murphy Addition, 2413 Murphy Drive, from R-15,000, Single-Family Residential Detached District to MD-3, Medium-Density Residential-Single-Family Detached District. The property is generally located north of Bedford Road and west of Murphy Drive (Z-227) with the amendment to Section 2 of the ordinance to say subject to concept plan attached hereto as Exhibit A and with the stipulations on the concept plan to be added that traditional five feet side yards be included and that the City of Bedford receive a filed copy of the homeowner association bylaws which will include the responsibility for the detention pond prior to a building permit being issued by the City.

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

4. Consider and act upon an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2012 through September 30, 2013; levying taxes for 2012; providing for intra-fund and/or intra-departmental transfers; providing for investment of idle funds; and declaring an effective date.

Administrative Services Director Cliff Blackwell presented information regarding this ordinance. Last month, staff presented a budget to Council that was 2.2% above the current budget and that kept the tax rate the same. Since that time, adjustments have been made based on meetings with Council. The proposed budget is valued at \$58,649,510, which includes capital items for next year, additional staffing, exercise stations at Bedford Trails, a code enforcement initiative in the amount of \$86,000, and a Fire Department battalion chief vehicle. The total revenue budget is \$59,411,838, which is less than 1% over the current budget. The expenditure budget is 2.9% above the current budget. Another item included in the budget is an employee compensation package in the amount of \$540,135. In regards to the tax rate, per Truth in Taxation statutes, even if the Council keeps the effective rate but there is any increase in property tax revenues, there must be a separate vote to improve that increase. The initial increase was \$2,137. In order to remove that increase, staff is recommending that the tax rate be tweaked below the effective tax rate to \$0.4991152 per \$100 valuation, or a 1.03% decrease from the current rate. Staff is recommending approval of this budget in the amount of \$58,649,510 for Fiscal Year 2012/2013 and the approval of a tax rate of \$0.4991152.

Council discussed employee compensation, the code enforcement package, the marketing specialist position and sponsorship opportunities for the City in the amount of \$3,000. Council was of the consensus to fund the code enforcement initiative and the marketing specialist position but to have further discussion on the best way to utilize those funds.

Motioned by Councilmember Boyter, seconded by Councilmember Davisson, that property taxes remain the same by the adoption of a tax rate of \$0.4991152 per \$100.00 assessed valuation; and approve an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal year October 1, 2012 through September 30, 2013 with the condition that Council would like to fund additional opportunities for the City to increase its visibility in local community programs something in the neighborhood of \$3,000.

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

5. Consider a resolution accepting the City of Bedford Investment Policy.

This item was approved by consent.

6. Consider all matters incident and related to the issuance and sale of “City of Bedford, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2012”, including the adoption of an ordinance authorizing the issuance of such certificates of obligation. The proceeds from these certificates will be used for constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving sewer system properties and facilities.

Administrative Services Director Cliff Blackwell introduced David Medanich with First Southwest who discussed both this item as well as Item #7. Also in attendance was Chris Settle with Fullbright and Jaworski, the bond counsel. There are two transactions, one sold to the Water Development Board at 1.15% and one to the open market at 2.13%. The City was able to maintain their AA rating with a stable outlook from Standards and Poor. He explained to Council that there is no interest rate from 2013 through 2018 on the \$630,000 as it is subsidized by the State and the subsidy is higher than the interest rate in those years. The remaining rates are favorable. The overall borrowing cost is 1.156% for a 20-year obligation. The other bond was sold competitively on a dedicated website earlier in the day. There were ten bids and the lowest rate was 2.132%. These are the lowest rates that the City has ever borrowed at. The City has received a good faith check from Raymond James, the winning bidder.

Motioned by Councilmember Turner, seconded by Councilmember Brown, to approve an ordinance and all matters incident and related to the issuance and sale of \$630,000 “City of Bedford, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012”, dated September 11, 2012.

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

7. Consider all matters incident and related to the issuance and sale of “City of Bedford, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012A”, including the adoption of an ordinance authorizing the issuance of such certificates of obligation. The proceeds from these certificates will be used for improving and extending the City’s combined Waterworks and Sewer System, including the acquisition of land and rights-of-way therefore and professional services rendered in relation to such projects and the financing thereof.

This item was discussed under Item #6.

Motioned by Councilmember Brown, seconded by Councilmember Nolan, to approve an ordinance an all matters incident and related to the issuance and sale of \$4,270,000 “City of Bedford, Texas Combination Tax and Revenue Certificates of Obligation, Series 2012A”, dated September 11, 2012

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

8. Consider an ordinance amending Chapter 6 of the City of Bedford Code of Ordinances, “Advertising;” Article III-Signs, Section 6-70 “Special Sign Types,” providing for an Exhibit ‘A’ being the City of Bedford Sign Regulations; providing a savings clause; providing a severability clause; and providing and effective date.

This item was approved by consent.

9. Consider a resolution authorizing the City Manager to enter into a contract with for city-wide mowing services with Lawn Associates, Inc. in the amount of \$178,275.

This item was approved by consent.

10. Consider a resolution of the City Council of Bedford, Texas, authorizing the submission of an application regarding the Repeat Victimization Program for the Mayors Challenge.

This item was approved by consent.

11. Consider a resolution authorizing the City Manager to enter into a contract with Alsay Incorporated in the amount of \$1,871,520 for the Construction of Simpson Terrace Potable Water Well.

Public Works Director John Kubala presented information regarding this item as well as Items #12 through Item #15. They are for the Simpson Terrace Well, which will serve as an additional water supply for the City. It will pay for itself in six years. Item #11 is for the completion of the well itself. The Council rejected the original bids back in January when they came in well over the estimate. The total cost of the entire project is \$2,500,320. Funding for the well will come for the 2011 and 2012 Water Certificates of Obligation.

Item #12 is for the chemical feed construction and monitoring at both the Simpson Terrace and Stonegate wells. The chemical feed at the Stonegate well will be converted to be more compatible with water coming from the Trinity River Authority (TRA) to help reduce taste and odor problems. This involves going from free chlorines to chloramine. The amount of the bid was \$658,000; however, after the bid was received, Public Works Superintendent Bill Shelton and the City's Engineer Dick Perkins met with the contractor and were able to reduce the amount of the project by \$220,000, for a total contract cost of \$438,800. It was recommended to award the contract in Item #12 and then approve the change order in Item #13. Item #14 is to allow the Public Works Department to operate the wells and the chemical feed equipment from the Service Center instead of having to be on-site. Item #15 is piping to move the water from the well to the top of the elevated storage tank, which mixes with the water from TRA. This also includes part of another contract, which is the suction pipe for the upper pressure plane booster station.

Council and staff discussed the payback on the project and potential increases in the water rates.

Motioned by Councilmember Turner, seconded by Councilmember Brown, to approve a resolution authorizing the City Manager to enter into a contract with Alsay Incorporated in the amount of \$1,871,520 for the Construction of Simpson Terrace Potable Water Well.

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

12. Consider a resolution authorizing the City Manager to enter into a contract with Red River Construction Company in the amount of \$658,800 for the Construction of Chemical Feed and Monitoring at Simpson Terrace and Stonegate Potable Water Wells.

This item was discussed under Item #11.

Motioned by Councilmember Boyter, seconded by Councilmember Davisson, to approve a resolution authorizing the City Manager to enter into a contract with Red River Construction Company in the amount of \$658,800 for the Construction of Chemical Feed and Monitoring at Simpson Terrace and Stonegate Potable Water Wells.

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

13. Consider a resolution authorizing the City Manager to enter into Change Order #1 with Red River Construction Company in the amount of \$220,000 to reduce the authorized contracted amount for the Construction of Chemical Feed and Monitoring at Simpson Terrace and Stonegate Potable Water Wells.

This item was discussed under Item #11.

Motioned by Councilmember Nolan, seconded by Councilmember Olsen, to approve a resolution authorizing the City Manager to enter into Change Order #1 with Red River Construction Company in

the amount of \$220,000 to reduce the authorized contracted amount for the Construction of Chemical Feed and Monitoring at Simpson Terrace and Stonegate Potable Water Wells.

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

14. Consider a resolution authorizing the City Manager to enter into a contract with DNA Automation Inc. in the amount of \$136,500 for the Construction of the Bedford Supervisory Control And Data Acquisition (SCADA) System for Water Facilities.

This item was discussed under Item #11.

Motioned by Councilmember Davisson, seconded by Councilmember Turner, to approve a resolution authorizing the City Manager to enter into a contract with DNA Automation Inc. in the amount of \$136,500 for the Construction of the Bedford Supervisory Control And Data Acquisition (SCADA) System for Water Facilities.

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

15. Consider a resolution authorizing the City Manager to enter into a contract with Blastco Texas, Inc. in the amount of \$53,500 for the Construction of Simpson Terrace Elevated Storage Tank (EST) Piping Modification at Simpson Terrace Potable Water Well.

This item was discussed under Item #11.

Motioned by Councilmember Olsen, seconded by Councilmember Davisson, to approve resolution authorizing the City Manager to enter into a contract with Blastco Texas, Inc. in the amount of \$53,500 for the Construction of Simpson Terrace Elevated Storage Tank (EST) Piping Modification at Simpson Terrace Potable Water Well.

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

16. Consider a resolution authorizing the payment to the City of North Richland Hills, in the amount of \$27,800.40, to provide continuous maintenance for subscriber radios and auxiliary equipment to obtain maximum performance.

This item was approved by consent.

17. Consider a resolution authorizing the City Manager to enter into a one-year agreement between the City of Bedford, Texas and Motorola Solutions, Inc. in the amount of \$276,963.96 for support and maintenance of the trunk radio infrastructure and for the trunk radio system manager. The grand total of \$276,963.96 will be divided equally, with one-sixth, or \$46,160.66, being paid by each member city.

This item was approved by consent.

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

- ✓ **Animal Control Board – Councilmember Olsen**

No report was given.

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

Councilmember Olsen reported that the Board met on August 29 and that they are really looking forward to making changes as discussed by Council. Their next meeting is scheduled for November 7. The Pet Fair is scheduled for October 20 and the Board is looking at new ways to publicize the event with banners and portable signs as well as beefing up the volunteer and foster program. The Shelter will be participating in the Extreme Mutt Makeover sponsored by the Humane Society North Texas on October 13 at the Will Rogers Center.

✓ **Beautification Commission – Councilmember Turner**

Councilmember Turner reported that the Commission will meet next Monday, September 17 and they are considering awards for businesses.

✓ **Community Affairs Commission - Councilmember Boyter**

Councilmember Boyter reported that the Commission held a Residential Roundtable at the Old Bedford School, which was attended by a number of people. He gave kudos to the Commission for taking up arms to communicate with citizens and engage with them about what is going on in the City. Bill Syblon and Butch Lindsey also attended the Roundtable. There will be a Business Roundtable next Thursday.

✓ **Cultural Commission - Councilmember Nolan**

Councilmember Nolan reported that the Commission met the previous night and that they have received back the survey from most of the venues. They are currently in the process of sending surveys to artist groups. They will have a table at the Cultural Walk on October 6 and she invited everybody to come out that day.

✓ **Library Board – Councilmember Brown**

Councilmember Brown reported that the Board will meet next Wednesday.

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

Councilmember Davisson reported that the Board met and he is impressed that each one of the member has their own park, which they inspect and present a laundry list of things regarding their park. He attended the Doggie Splash Day this past Saturday and he thoroughly enjoyed it.

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

Councilmember Turner reported that the Board will not meet again until October. There is a reception for the retirement of Virginia Chamblee on Friday, September 14 from 2:00 p.m. to 4:00 p.m. at the Senior Center.

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

Councilmember Olsen reported that the Board met last Thursday and that they have scheduled a follow-up work session regarding their mission statement. They are also looking into fundraising events. She mentioned that September is Teen Court Month.

19. Council member reports

Mayor Griffin thanked the Fire and Police Departments for hosting the 9/11 Remembrance Ceremony at the Library that morning. He also reminded Council that they own a bed at the Community Garden. There was an event on Saturday involving a learning session and preparing the beds for the fall. There is a 50 day window where additional vegetables can be grown, including broccoli, squash, carrots and green beans. 580 pounds of vegetables have been donated to the Food Pantry. There has been discussion on expanding the Garden to include more beds.

Councilmember Turner made citizens aware of an invitation from the NTE to attend an open house at the Hurst Conference Center on Wednesday, September 18 from 2:00 p.m. to 8:00 p.m.

20. City Manager/Staff Reports

No report was given.

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

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

ADJOURNMENT

Mayor Griffin adjourned the meeting at 9:03 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

ITEM #7 IS TO BE DISCUSSED BY COUNCIL IN EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.087. THE MATERIALS FOR THESE ITEMS WILL BECOME PUBLIC INFORMATION UPON COUNCIL APPROVAL. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 817.952.2104 IF YOU HAVE ANY QUESTIONS.



Council Agenda Background

PRESENTER: Maria Redburn, Library Manager

DATE: 09/25/12

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider a resolution accepting an Art/Exhibit Policy for displaying art in City of Bedford facilities.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The purpose of this policy is to establish a City of Bedford Art/Exhibit Program to provide for temporary display of artwork and artifacts within the designated City of Bedford facilities and property. Art/Exhibit displays will enliven and enrich City facilities by incorporating artwork and artifacts to enhance the aesthetic experience of persons visiting and working in these facilities. It will also support the vibrant arts and culture present in the City of Bedford and North Texas area. This policy provides a formal process for an art organization, exhibitor agent or artist located in North Texas to display art in City of Bedford facilities.

The Art/Exhibit Policy establishes the following parameters:

- Gives the City absolute discretion on what artwork is displayed.
- Allows the City to decline to display artwork or other items that contain explicit sexual imagery, nudity, graphic depictions of violence, aggressive sensory impacts, interrupt normal City activities, or any item that creates a hostile work environment for employees.
- Establishes criteria for exhibit topics and level of quality associated with the artwork.
- Includes an application and waiver to indemnify the City of Bedford for any damages, destruction or injury regarding the display or use of art.

This policy was also reviewed and discussed by the Cultural Commission at their September 10, 2012 meeting.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution accepting an Art/Exhibit Policy for displaying art in City of Bedford facilities.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution
Policy

RESOLUTION NO. 12-

A RESOLUTION ACCEPTING AN ART/EXHIBIT POLICY FOR DISPLAYING ART IN CITY OF BEDFORD FACILITIES.

WHEREAS, the City Council of Bedford, Texas recognize the importance of supporting arts and culture; and,

WHEREAS, the City Council of Bedford, Texas finds that a public art program is important to a city, because it brings social, cultural and economic benefits to the public and visitors to the city; and,

WHEREAS, the City Council of Bedford, Texas wishes to create and establish a program which will enhance the recreational and cultural environment in the City by incorporating the work of artists into City facilities; and,

WHEREAS, the City of Bedford staff recommends that the City Council accept the Art/Exhibit Policy for displaying art in City facilities.

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

SECTION 1. That the City Council accepts the Art/Exhibit Policy for displaying art in City facilities.

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

PASSED AND APPROVED this 25th day of September 2012, 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 Art/Exhibit Display Policy

Purpose

The purpose of this policy is to establish a City of Bedford Art/Exhibit Program to provide for temporary display of artwork and artifacts within the City of Bedford Facilities or Property, to help enliven the City Facilities and support cultural arts in Bedford.

Policy Statement 1

Several areas have been identified in City Facilities as areas available for exhibits (referred to as "Exhibit Spaces") as further described below. Neither the City of Bedford Facilities nor the Exhibit Spaces are a public forum. The Exhibit Spaces are located in the primary, if not the only, passageways and lobbies for City employees and members of the public (including children) to reach certain City departments, to obtain City services and to conduct City business.

Regulations

- 1.1 The City will not display artwork or other items that contain explicit sexual imagery, nudity, graphic depictions of violence, aggressive sensory impact, interrupt normal City activities, or any item that creates a hostile work environment for employees.
- 1.2 The City retains the absolute discretion to allow or disallow any items for display and determine the location of such displays.
- 1.3 To increase the awareness of the professional quality artwork produced by artists who live locally, with particular emphasis on those located in North Texas, but not to highlight any one particular artist or individual.
- 1.4 The policies outlined below will be subject to periodic review. From time to time, the City may adopt and incorporate into this policy such additional guidelines as it deems necessary. The City may also adopt and amend administrative guidelines to implement this policy.

Policy Statement 2

Art/Exhibit displays will enliven and enrich City Facilities by incorporating artwork and artifacts to enhance the aesthetic experience of persons visiting and working in City Facilities. Art/Exhibits will meet at least one of the following Exhibit Topic criteria.

Regulations

- 2.1 Increase the awareness of the professional quality artwork produced by artists who live in North Texas.
- 2.2 Illustrate the History of the City of Bedford, the North Texas Region and celebrate the diversity of the North Texas region.
- 2.3 Provide exhibit space for the City's art and cultural material collection.
- 2.4 Provide exhibit space for the City's cultural arts organizations.
- 2.5 Provide exhibit space for the Hurst-Euless-Bedford Independent School District Arts Programs.

Policy Statement 3

Exhibit Spaces will be designated at the sole discretion of the City Manager. Management and coordination of the spaces will be conducted by designated staff in the City Facility.

Regulations

- 3.1 Exhibit Spaces will be located in passage areas and lobbies of City Facilities that are accessible by City Employees and member of the public (including children) to reach certain City departments, to obtain City services and to conduct City business.
- 3.2 The amount of time an exhibit is on display is at the sole discretion of the City Manager or his/her designee.

Exhibit Spaces

Bedford Boys Ranch
Bedford Public Library
City Hall Building A
City Hall Building B
Old Bedford School
Other buildings and areas designated by the City Manager

Policy Statement 4

The City is not responsible for maintaining or protecting any artwork, artifact or other item related to the exhibit while on display City of Bedford facilities.

Regulations

- 4.1 The exhibit or exhibitor's agent shall enter into an agreement with the City, including a waiver releasing the City from any and all liability for loss or damage to the works on display and an indemnification for any claims arising from the exhibit.
- 4.2 The exhibit or exhibitor's agent may include his/her name, contact information and price of the piece along with the display, but the City shall not be responsible for facilitating the sale of any work.
- 4.3 Exhibitors are responsible for obtaining copyrights, licenses and any other permission necessary to display the artwork or artifacts and for providing accurate captions.

Policy Statement 5

The City Manager and his/her designee has sole discretion in selecting exhibits or artwork displayed in City Facilities.

Regulations

- 5.1 Exhibit proposals must be relevant to the Exhibit Topics identified above.
- 5.2 Artwork must have recognized artistic merit that enhances the aesthetic experience of those who visit and work in the City of Bedford facilities.
- 5.3 Exhibit materials must be of broad historical or cultural significance to the City of Bedford or North Texas Region.
- 5.4 The organization or curator must have demonstrated capacity to create an exhibition based on documentation of past curatorial experience of similar or larger exhibits.
- 5.5 The artwork, materials and exhibits as a whole must be suitable for display to a diverse audience including children and employees. It should enhance its setting and help create a sense of place.

- 5.6 The City will not display artwork or other items containing explicit sexual imagery, nudity, graphic depictions of violence, aggressive sensory impact, interrupt normal City activities, or any item that creates a hostile work environment for employees.
- 5.7 Artwork and exhibit materials must be of exhibition quality, in stable condition and suitable in scale, materials, and form for display in Bedford Facilities for the anticipated display period.
- 5.8 The City will not accept items that, due to the manner of construction, materials, or any other factor, may pose a threat to public safety.
- 5.9 Exhibit proposals submitted by City of Bedford cultural organizations or the Hurst-Euless-Bedford Independent School District shall receive priority.
- 5.10 Artwork and Exhibition Materials will be displayed for the period described in the solicitation materials, this policy or the Exhibit Program Guidelines.
- 5.11 The City Manager or his/her designee shall have final authority over the selection, arrangement, placement and duration of display of all works of art or other artifacts or displays.

City of Bedford Art/Exhibit Display Waiver

ART/EXHIBIT APPLICATION

Please fill out all information and return to City Manager's Office. This waiver will be forwarded to the requested City Facility and their designated staff person for each facility.

Today's Date: _____ Month/Year Applying For: _____

Date to be installed: _____ Removal Date: _____

Exhibit Area Requested: _____

Name of Artist/Group/Organization: _____

Address: _____

Phone: _____ Email: _____

Name and Phone of Person Installing Exhibit (if different from above):

Type of Art or Exhibit Title: _____

Describe what will be displayed. Include # of items, medium, theme or content:

ATTACH PICTURES OF WORKS REQUESTED TO BE DISPLAYED.

City of Bedford Art/Exhibit Display Waiver

I (Please print) _____ agree to the following:

I acknowledge that my display may be damaged, lost or stolen during the time it is exhibited and that it may be damaged during the unpacking, packing and transportation to a City of Bedford Facility. I understand the risk involved in displaying in a public building and will not hold the City of Bedford responsible for any damages and further, fully release, indemnify and hold the City of Bedford harmless for any damages, destruction, or injury regarding the display or use of art or display herein described. I understand I am responsible for hanging and dismantling the exhibit and will coordinate the date and times with the designated Facility Art Coordinator. I understand the exhibit will be displayed for one month and will remove the exhibit on the date agreed upon. I have read and understand the City of Bedford Art/Exhibit Policy.

Signature

Date

Printed Name



Council Agenda Background

PRESENTER: James Tindell, Fire Chief

DATE: 09/25/12

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

ITEM:

Consider a resolution authorizing the City Manager to renew the City's current contract with Dr. Roy Yamada, M.D., Fort Worth, Texas, to provide medical control services for the City of Bedford's emergency medical operations in the amount of \$17,500.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Dr. Roy Yamada has been serving as Medical Director for the City's Emergency Medical Services since December of 1998. The City of Bedford reviews and renews Dr. Yamada's contract annually. The City of Bedford wishes to renew Dr. Yamada's annual contract in the amount of \$17,500 for FY 12/13. There have been no changes in Dr. Yamada's contract.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Dr. Roy Yamada, M.D., Fort Worth, Texas, to provide medical control services for the City of Bedford's emergency medical operations in the amount of \$17,500.

FISCAL IMPACT:

The cost for this service is \$17,500 annually. The funds for this service were included as part of the Fire Department's base budget approved during the FY 12/13 budget process.

ATTACHMENTS:

Resolution
Contract

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RENEW THE CURRENT CONTRACT WITH DR. ROY YAMADA, M.D., FORT WORTH, TEXAS, TO PROVIDE MEDICAL CONTROL SERVICES FOR THE CITY OF BEDFORD'S EMERGENCY MEDICAL OPERATIONS IN THE AMOUNT OF \$17,500.

WHEREAS, the City Council of Bedford, Texas has determined the necessity to continue a contractual agreement for medical control services; and,

WHEREAS, the City Council of Bedford, Texas has determined the contractual agreement to be continued with Dr. Roy Yamada, M.D. of Fort Worth, Texas.

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

SECTION 1. That the City Council hereby authorize the City Manager to enter into a contract with Dr. Roy Yamada, M.D., of Fort Worth, Texas to provide medical control services for the City of Bedford's emergency medical operations.

PASSED AND APPROVED this 25th day of September 2012, 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

MEDICAL CONTROL SERVICES AGREEMENT

This MEDICAL CONTROL SERVICES AGREEMENT (The “Agreement”), executed this 1st day of October, 2008, by and between the CITY OF BEDFORD FIRE DEPARTMENT (the “Department”), and Dr. Roy Yamada.

WITNESSETH:

WHEREAS, the Department is the operator of an advanced life support ambulance service;

WHEREAS, Dr. Yamada can offer medical control, and other support services to municipal corporations, providing emergency services; and

WHEREAS, the Department desires to engage Dr. Yamada, and Dr. Yamada desires to be engaged by the Department, to provide certain medical control services for the Department’s emergency services to the extent set forth herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and Dr. Yamada do hereby agree as follows:

I.

OBLIGATION TO PROVIDE MEDICAL CONTROL SERVICES AND PAYMENT THEREFOR

1.1 Obligation to provide Medical Control Services. During the term (as defined in Section 1.3 hereof) of this Agreement, and subject to the conditions and provisions hereof, Dr. Yamada will provide the Department with the Medical Control Services described in Article II of this Agreement

1.2 Payment for Medical Control Services.

(i) Basic Service Fee. In consideration for Dr Yamada providing the Department with the medical control described in Section 2.1, the Department will pay Dr. Yamada \$17,500 per year (the “Basic Service Fee”). The Basic Service Fee will be payable in advance on the first Business Day of October.

(ii) Price Changes. Dr. Yamada may change the amounts of the Basic Service Fee set forth in subpart (I) of this section upon 30 days prior written notice to the Department; provided, however, the Department may, as a result of any increase in the Basic Services Fee, terminate this Agreement upon 30 days prior written notice to Dr. Yamada.

1.3 Term. This Agreement will commence on the date hereof and, unless otherwise terminated as provided herein, will continue for an initial twelve (12) months. During the initial term, the Department may terminate the Agreement by giving Dr. Yamada written notice ninety (90) days before the beginning of any City fiscal year. Upon completion of such initial twelve (12) month term, this Agreement will be automatically renewed unless either the Department or Dr. Yamada will have therefore given the other party 90 days prior written notice of its election to terminate this Agreement. Correspondingly, upon completion of the initial twelve (12) month renewal period or any subsequent twelve (12) month renewal period, this Agreement will continue to be automatically renewed for 12 month periods unless either the Department or Dr. Yamada has therefore given the other party 90 days prior written notice of its election to terminate this Agreement. At some point, if it is believed to be in the best interest of the Department and Dr. Yamada, the twelve (12) month renewal period may be extended to a length of time greater than twelve (12) months if both parties are in agreement.

II. DESCRIPTION OF MEDICAL CONTROL SERVICES PROVIDED BY DR. YAMADA

2.1 Medical Control. During the Term of this Agreement, Dr. Yamada will arrange for on-line medical direction and other medical control to the Department's City's emergency ambulance service on a continuous, 24-hour basis on each day of the week. On-line medical direction, and other medical control, will be provided by the physician on duty, at the receiving medical facility, using established guidelines and medical protocols through voice contact. During the Term of this Agreement, Dr. Yamada will provide the Department's emergency ambulance service with off-line medical direction and other medical control. Such off-line medical direction and other medical control will utilize established guidelines and treatment protocols to monitor and evaluate the quality of patient care provided by the Department's emergency ambulance service. Dr. Yamada will provide all services required of a medical director by Chapter 197, State Board of Medical Examiner Rules.

(i) Patient Chart and Case Reviews. As needed, Dr. Yamada will sponsor or conduct, on an individual basis for the Department's emergency ambulance service, patient chart or case reviews, for the purpose of complying with quality control provisions as required by Texas Department of Health.

III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Department. The Department represents and warrants to, and agrees with Dr. Yamada as follows:

(i) The Department has full power and authority to exercise and deliver this agreement. The execution and delivery of this Agreement by the Department will not constitute default under, or violate any provision of, the City of Bedford Charter or any agreement to which, the Department is a party or any statute, rule, regulation, judgment or order by which it is bound.

(ii) The Department has, and will at all times maintain all licenses and permits required of it to own and operate the emergency service and to conduct the activities contemplated by this Agreement. The Department will at all times operate the emergency service in accordance with all applicable laws and regulations.

3.2 Representations and Warranties of Dr. Yamada. Dr. Yamada hereby represents and warrants to, and agrees with, the Department as follows:

(i) Dr. Yamada is duly organized, validity existing and in good standing as a Medical Doctor and F.A.C.E.P. under the laws of the State of Texas.

(ii) Dr. Yamada has full power and authority to execute and deliver this Agreement. The execution and delivery of this agreement by Dr. Yamada will not constitute default under, or violate any provision of, any agreement to which Dr. Yamada is a party or any statute, rule, regulation, judgment or order by which it is bound.

IV.
INSURANCE AND INDEMNIFICATION

4.1 City/Department's Insurance. The City of Bedford is insured through the Texas Municipal League and does carry liability insurance. Any request for financial information will be handled in accordance with existing open records law of the State of Texas.

4.2 Dr. Yamada's Insurance. Dr. Yamada is insured and carries the customary hospital and general liability insurance.

- 4.3 Indemnification by the Department. To the extent allowed by law the Department will indemnify and hold harmless Dr. Yamada from and against any and all liabilities, costs, damages and expenses (including attorney's fees and expenses) as permitted by law, resulting from or attributable to any and all willful misconduct or negligent acts and omissions of the Department and its emergency ambulance providers, public officials, employees and agents arising from or in connection with the Department's emergency ambulance service or the Department relating to or otherwise affecting this agreement.
- 4.4 Indemnification by Dr. Yamada. Dr. Yamada will indemnify and hold harmless the City and its public officials, employees and agents from and against any and all liabilities, costs, damages and expenses (including attorney's fees and expenses) resulting from or attributable to any and all willful misconduct or negligent acts and omissions of Dr. Yamada arising from or in connections with Dr. Yamada's involvement with the Department's emergency ambulance services provided by Dr. Yamada to the Department pursuant to this Agreement.
- 4.5 Non-waiver of Defenses Under the Texas Tort Claims Act. Nothing in this agreement shall in any way diminish or otherwise adversely affect any rights which the Department may have as to any claimant or plaintiff (other than Dr. Yamada) to assert defenses of the Texas Civil Practices and Remedies code, or any other statutory or common law defenses available to municipalities in the State of Texas.

V.

MISCELLANEOUS PROVISIONS

- 5.1 Notices. Any notice required or permitted pursuant to this agreement will be deemed sufficient if in writing and hand-delivered or sent by registered or certified mail, postage prepaid and if addressed (I) to Dr Yamada, 5800 Forest Bend Place, Ft. Worth, Texas, 76112, and if (ii) to the Department, to the address set forth below under the Department's signature.
- 5.2 Applicable Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas.
- 5.3 Entire Agreement Amendment. This Agreement constitutes the entire agreement and understanding between the Department and Dr. Yamada. This Agreement may not be amended, except by the instrument, in writing, executed by the party against which enforcement is sought.
- 5.4 Successors and Assigns. This Agreement will be binding upon, and will insure to the benefit of, the Department and Dr. Yamada and their respective successors and assigns; provided, however, neither the Department nor Dr. Yamada may assign this Agreement without the prior written consent of the party hereto.
- 5.5 Venue. Venue for any dispute under this Agreement will be in Tarrant County, Texas.

IN WITNESS WHEREOF, the City of Bedford Fire Department and Dr. Roy Yamada have executed this Agreement as of the date first above written.

City of Bedford

Medical Director

Beverly Griffith , City Manager

Dr. Roy Yamada, MD

Date: _____

Date: _____

Address:

Address:

2000 Forest Ridge
Bedford, Texas 76021

5800 Forest Bend Place
Fort Worth, Texas 76112



Council Agenda Background

PRESENTER: Don Henderson, Parks Superintendent

DATE: 09/25/12

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

ITEM:

Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Fort Worth in the amount of \$47.00 per voucher to allow for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2012 to September 30, 2013.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Since May 1998, the City of Bedford has participated with the City of Fort Worth and Tarrant County in an interlocal agreement for the collection and disposal of household hazardous waste. On Friday, August 31, 2012, the City of Fort Worth Environmental Management Department informed us that for the upcoming fiscal year the price would continue to be \$47.00 per voucher. This voucher cost has remained the same for the past five years.

The permanent collection facility is located at 6400 Bridge Street, Forth Worth, Texas 76112. So far this year, 277 vouchers have been used.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Fort Worth in the amount of \$47.00 per voucher to allow for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2012 to September 30, 2013.

FISCAL IMPACT:

Stormwater Division 04-45-02-8337 - \$30,000

ATTACHMENTS:

Resolution Agreement

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH IN THE AMOUNT OF \$47.00 PER VOUCHER TO ALLOW FOR THE COLLECTION AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE FOR BEDFORD HOUSEHOLDS AT THE PERMANENT COLLECTION SITE FROM OCTOBER 1, 2012 TO SEPTEMBER 30, 2013.

WHEREAS, the City Council of Bedford, Texas wishes to provide a way for the citizens of Bedford to safely dispose of household hazardous waste; and,

WHEREAS, the City Council of Bedford, Texas wishes to continue the participation with the City of Fort Worth in the collection and disposal of household hazardous waste at the permanent collection site; and,

WHEREAS, the City of Fort Worth requires a resolution further describing the participation.

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

SECTION 1. That the City of Bedford, Texas does hereby agree to participate in an interlocal agreement with the City of Fort Worth, Texas, relative to household hazardous waste collection. The fee of \$47.00 per household, is the agreed upon price effective for the fiscal year starting October 1, 2012 until September 30, 2013. The interlocal agreement will allow Bedford residents the ability to use the City of Fort Worth's permanent collection facility at 6400 Bridge Street, Fort Worth, Texas 76112, on a voucher authorization system.

SECTION 2. That the City Manager is authorized to execute all documents with the City of Fort Worth relating to this Household Hazardous Waste program, a copy of the approved agreement being attached.

SECTION 3. That the City Council authorizes the Department of Community Services to coordinate the effort in conjunction with the Bedford Beautification Commission.

SECTION 4. That this resolution shall take effect from and after the date of passage.

PASSED AND APPROVED this 25th day of September 2012, 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

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM
FY2013

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM

THIS AGREEMENT is entered into by and between the City of Fort Worth, Texas, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, hereinafter called "Fort Worth," acting by and through Fernando Costa, its duly authorized Assistant City Manager and the City of _____, hereinafter referred to as "Participating City" and located in _____ County, Texas acting herein by and through _____ its duly authorized _____.

(Name) (Title)

DELIVERY OF NOTICES

Any notices required to be given under this Agreement shall be delivered as follows:

If to Fort Worth:

Michael A. Gange, Assistant Director
TPW – Environmental Management Division
City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

If to Participating City:

OPERATIONAL CONTACTS

Participating City's Operational Contact Persons:

Designated person is: _____ telephone number: _____
Mobile phone number (24-hour) where he or she can be reached: _____
Email Address: _____

Alternate person is _____ telephone number: _____
Mobile phone number (24-hour) where he or she can be reached: _____
Email Address: _____

VOUCHER UTILIZATION

The Participating City:

_____ DOES wish to use a voucher system for its residents visiting the ECC or a mobile event.

_____ DOES NOT wish to use a voucher system for its residents visiting the ECC or a mobile event.

If a voucher system will be used only residents with an official voucher provided by Participating City will be allowed to drop wastes off at the ECC or at mobile events in Participating City. **A copy of the official voucher must be attached to this agreement.**

INVOICE DELIVERY

Invoices to Participating City shall be delivered to:

Name

Department (if applicable)

Street Address or PO Box

City, State, ZIP

email address for billing questions and correspondence

Participating City shall notify Fort Worth in writing if the above contact information changes during the term of this Agreement.

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among local governments; and

WHEREAS, Texas Government Code, §791.011 provides that a local government may contract with another local government to perform governmental functions and services, and §791.003(3)(H) defines waste disposal as a governmental function and service; and

WHEREAS, Texas Government Code, §791.025 provides that a local government may agree with another local government to purchase services; and

WHEREAS, Fort Worth and Participating City desire to enter into an interlocal agreement whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program; and

WHEREAS, Fort Worth and Participating City mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act.

NOW THEREFORE, it is agreed as follows:

1.
DEFINITIONS

- A. Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases, as used in this Agreement, shall have the meanings hereinafter designated.

Act of God means an act occasioned by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of humans and without human intervention.

Bill of Lading lists the contents of the mobile collection unit.

Environmental Collection Center (ECC) means the City of Fort Worth TPW-Environmental Management Division facility located at 6400 Bridge Street, Fort Worth, Texas, which is to be used by Fort Worth for the aggregation of household hazardous wastes that have been brought to the facility by participating cities' households for subsequent recycling, disposal, and/or reuse.

Environmental damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or un-matured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred subsequent to the execution of this Agreement as a result of the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of waste pursuant to this Agreement, or the existence of a violation of environmental requirements pertaining to same, and including without limitation:

- (a) Damages for personal injury and death, or injury to property or natural resources;
- (b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of

environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and

- (c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

Environmental requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- (a) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous materials, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
- (b) All requirements pertaining to the protection of the health and safety of employees or the public.

Force majeure means decrees of or restraints by a governmental instrumentality other than the Parties, acts of God, work stoppages due to labor disputes or strikes, failure of Fort Worth's contractor(s) to perform pursuant to their agreements with Fort Worth for the conduct of the collection of household hazardous waste, fires, explosions, epidemics, floods, extreme weather, riots, war, rebellion, and sabotage.

Household hazardous waste (HHW) means any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR § 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

Manifest means the uniform hazardous waste manifest form(s) that must accompany shipments of municipal hazardous waste or Class 1 industrial solid waste.

Mobile collection event means a household hazardous waste collection event by Participating City utilizing a mobile collection unit.

Mobile Collection Unit (MCU) means a non-self-propelled vehicle used for the periodic collection of household hazardous waste by Participating City, off-site of the ECC, which is transported to the ECC to dispose of the household hazardous waste collected at the mobile collection event. Mobile Collection Units owned by Fort Worth are designed to hold the hazardous waste of approximately 50 to 75 households.

Participating City means the municipality which has entered into this agreement with the City of Fort Worth.

Participating Entities, when used in the plural, means Fort Worth, Participating City, and all other entities which have entered into interlocal agreements with Fort Worth for the ECC household hazardous waste collection program.

Person means an individual, corporation, organization, government, or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Waste has the same meaning as "solid waste" as that term is defined in Texas Health and Safety Code §361.003, and including hazardous substances.

- B. Unless a provision in this Agreement explicitly states otherwise, the following abbreviations, as used in this Agreement, shall have the meanings hereinafter designated.

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act, its amendments, associated case law, and state counterparts.

CPR - cardiopulmonary resuscitation.

DOT - United States Department of Transportation.

ECC – Fort Worth Environmental Collection Center.

EPA - United States Environmental Protection Agency.

HAZCAT - hazardous categorization.

HAZWOPER - hazardous waste operations and emergency response and the training, certification, and legal requirements associated therewith.

HM - hazardous materials.

HHW - household hazardous waste.

MCU - Mobile Collection Unit.

TCEQ – Texas Commission on Environmental Quality.

2. PURPOSE

The purpose of this interlocal agreement (hereafter "Agreement") is the provision of services by Fort Worth to Participating City whereby, subject to the terms and conditions specified below, Fort Worth will administer and supervise a regional household hazardous waste collection program, which will be available to households within Participating City as described herein.

3.
TERM

This Agreement shall be effective from October 1, 2012 or the date the last party has signed this Agreement, whichever is later, through September 30, 2013 however the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive. If Participating City has mobile collection events scheduled during the months of October through December 2013 and this Agreement has not been renewed by the end of the regular term, this agreement shall be extended on a month to month basis until the mobile collection events have been completed or cancelled by Participating City.

4.
SERVICES OF FORT WORTH

Fort Worth agrees to perform the following services for Participating City in connection with the ECC household hazardous waste collection program:

- A. Fort Worth will administer a regional household hazardous waste collection program. This program will include the operation of the Environmental Collection Center, which will accept for disposal and/or recycling household hazardous waste from households located within Participating City. Fort Worth shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; wastes from businesses; or any other wastes that Fort Worth has determined are unacceptable.
- B. Fort Worth will employ or retain personnel to provide the services necessary to perform Fort Worth's obligations in this Agreement.
- C. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste that is collected at the ECC or during mobile collection events.
- D. Fort Worth will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.
- E. Fort Worth will, if requested in writing by Participating City, provide Participating City a monthly report of the Participating City's households who disposed of household hazardous waste at the Environmental Collection Center or a mobile collection event.
- F. Fort Worth will issue a report and an invoice at the end of each quarter detailing the number of Participating City's households that disposed of household hazardous waste at the Environmental Collection Center or at mobile collection events.
- G. Fort Worth will act under this Agreement in accordance with all applicable state and federal laws.
- H. Mobile Collection Events

Participating City may schedule a mobile collection event to be operated by Fort Worth personnel using one of Fort Worth's MCUs or conduct their own mobile collection events

using either Participating City's MCU or Fort Worth's Reserve MCU (as available). State regulations require notification to the Texas Commission on Environmental Quality (TCEQ) at least 45 days prior to conducting the event.

1. Fort Worth Operated Events:

If Participating City would like to schedule a mobile collection event with the Fort Worth Mobile Collection Unit, Participating City shall contact the ECC as soon as possible for a list of available dates. The time and location shall be agreeable to both parties. Participating City may schedule one mobile collection event each contract year. Fort Worth will file notification of the event with TCEQ as required by 30 TAC §335.403.

(a) Scheduling Events

Fort Worth will begin scheduling mobile collection events for the 2013 calendar year on January 2, 2013. To ensure proper notification to TCEQ, events must be scheduled at least sixty (60) days ahead of the proposed date. Participating City acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each Participating City's request on a first come first served basis. Therefore, Participating City acknowledges that its chosen date to schedule a mobile collection event may be reserved by another city and Participating City will have to then choose another date. Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein.

(b) Location

If Participating City chooses to hold the Mobile Collection Event on private property, Participating City shall obtain a signed waiver from the owner of the property sixty (60) days prior to the event. The waiver shall be in the form of Exhibit B or similar form approved by Fort Worth. The signed waiver must be sent to Fort Worth sixty (60) days before the Mobile Collection Event. If the signed waiver is not sent to Fort Worth sixty (60) days before the Mobile Collection Event, Fort Worth will not send the Fort Worth Mobile Collection Unit to the event and Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. All events must be held on an impervious surface.

(c) At the Mobile Collection Event, Participating City acknowledges and agrees that Fort Worth shall accept household hazardous waste from the first 50 households that show proof of residency at the Mobile Collection Event. After the first 50 households, Fort Worth will determine in its sole discretion how much more waste it can accept for proper transport back to the ECC. If more households arrive at the event than Fort Worth can accept, Participating City will in no event be entitled to any damages or recovery of any costs, except as provided herein.

(d) Due to the lack of storage space at the ECC, Participating City acknowledges and agrees that if it requests the Fort Worth Mobile Collection Unit at a mobile collection event, a Participating City's MCU shall not also be at the event.

- (e) Fort Worth, in its sole discretion, will determine whether to send the Fort Worth Mobile Collection Unit to Participating City's Collection Event during adverse weather, the threat of adverse weather, or other hazardous conditions including but not limited to sleet, snow, rain, mist or hail. In the event Fort Worth determines not to send the Fort Worth Mobile Collection Unit, Fort Worth shall attempt to notify persons listed herein as an "Operational Contact" by the Participating City and shall attempt to send a Fort Worth employee to the Participating City's event to tell any residents that come to dispose of household hazardous waste that the Fort Worth Mobile Collection Unit will not be coming to the event, but the resident can go to the ECC to dispose of the waste. A map with directions to the ECC also will be provided.

2. Participating City Mobile Collection Unit:

- (a) Fort Worth agrees to accept household hazardous waste from mobile collection events conducted by Participating City using Participating City's MCU in accordance with the terms of this Agreement.
- (b) Fort Worth agrees to restock the items it removes from Participating City's MCU, however, Fort Worth shall only restock items listed in Exhibit "A", attached and incorporated herein as if set forth.

3 Loan of the Reserve Mobile Collection Unit

The reserve MCU is a specially designed and equipped thirty-six (36) foot gooseneck box-trailer and one (1) ton pickup owned by Fort Worth. Participating City may request the loan of Fort Worth's Reserve MCU free of charge for use in a Household Hazardous Waste collection event when available. Participating City may use the Reserve MCU to transport HHW to Fort Worth's ECC or another collection center that may lawfully receive HHW. Participating City shall provide Fort Worth with a written request, facsimile or e-mail at least sixty (60) days prior to the event date for which the request is made. Fort Worth shall have sole determination whether the Reserve MCU is available for use by Participating City and shall notify Participating City as soon as is reasonably practicable of such decision. Fort Worth shall not participate in nor be responsible for any part of the Participating City's HHW Collection Event unless and except by written mutual agreement.

- (a) Fort Worth shall disclose any known problems the Reserve MCU may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Reserve MCU, a pre-trip inspection for potential maintenance problems will be performed by Fort Worth. Also, both parties will complete a pre-trip aesthetic assessment. Participating City shall be responsible for all certifications and insurance necessary for the proper operation of the Reserve MCU.
- (b) Participating City agrees to maintain and return the Reserve MCU in as good condition as it was in when Participating City took possession for

use. Participating City shall return the Reserve MCU to Fort Worth in a timely manner and as mutually agreed upon.

- (c) Participating City shall be responsible for all property damage, personal injury or death caused by Participating City's employees, volunteers, contractors, or agents and arising out of the use of the Reserve MCU during the term of this Agreement.
- (d) It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties 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. By entering into this Agreement the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in parties not signatories hereto.

5.

DUTIES OF PARTICIPATING CITY

Participating City agrees to perform the following duties in connection with the household hazardous waste collection program:

- A. Participating City will designate one of its employees, and another as an alternate, to act as its household hazardous waste collection Operational Contact to interact with Fort Worth as designated on the signature page to this contract.
- B. Participating City will coordinate and fund all program advertising targeted to its own citizens, as it deems necessary. Such advertising shall include the type of wastes that will be accepted at the ECC, the requirement of proof of residency, and weather cancellation information.
- C. Participating City shall notify its residents of the ECC hours of operation and dates it is closed as provided in Section 9 "The Environmental Collection Center Hours of Operation."
- D. Participating City may choose to utilize a voucher system for its residents in order for them to bring HHW to the ECC. If Participating City chooses to use such a system, it shall designate so herein and include a copy of the official voucher. In addition, if a citizen from a Participating City that utilizes a voucher system comes to the ECC or a mobile collection event without a voucher, Participating City acknowledges and agrees that Fort Worth will not accept the household hazardous waste until Participating City authorizes the acceptance in writing.
- E. Participating City may submit a written request for a monthly report listing the number of its city's households that have disposed of household hazardous waste at the ECC or a mobile collection event.
- F. Participating City shall provide traffic control and signage for the mobile collection event, and shall provide personnel to assist Fort Worth with the offloading of material, surveys, and screening of persons dropping off household hazardous waste. Prior to the event,

the parties shall agree upon the details of the traffic control, signage, and personnel assistance.

- G. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated even if the resident has only one voucher.
- H. Participating City shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.
- I. Mobile Collection Events using Participating City's MCU or Reserve MCU
 - 1. Participating City is responsible for proper notification to TCEQ as required by 30 TAC §335.403.
 - 2. Participating City shall advise the ECC at least 72 hours in advance of its mobile collection events. Participating City shall collect only HHW during a mobile collection event. Wastes from commercial, agricultural, and industrial sources shall not be accepted. Participating City shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; or any other wastes that Fort Worth has determined are unacceptable.
 - 3. In accordance with the latest DOT requirements, Participating City's MCU operators will properly categorize, package, mark, label, and load into the MCU, all wastes received at the mobile collection event. Recyclable products (used oil, used oil filters, latex paint, recyclable anti-freeze, lead-acid batteries, and fluorescent lights) will be segregated into containers for recyclables.
 - 4. After accepting wastes, Participating City's MCU operators shall thoroughly check each container for proper labeling and identification. If a container is properly identified, the material will be segregated according to hazard class and prepared for packaging. If a container does not have adequate labeling to permit identification, the MCU operators shall then attempt to identify the material from its physical characteristics using HAZCAT analysis and from information provided by the household presenting the waste.
 - 5. The Participating City's MCU operators shall package all hazardous materials in accordance with United States Department of Transportation (DOT) requirements, United States Environmental Protection Agency (EPA) requirements, and all other applicable federal and state requirements. After all the wastes have been properly identified and segregated, the MCU operators will reexamine the wastes for compatibility, list them on the container content sheets, and pack them into drums. Oil-based paints and latex paints shall be bulked separately in 55-gallon drums, or if the paint is left in its container, the paint can be packed in a lined cubic yard box, and packed and labeled according to federal and state regulations. Participating City shall not transport waste that is not HHW to the ECC. Participating City agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.

6. Prior to transporting the HHW from the collection event site, Participating City's MCU operators shall complete a Bill of Lading, and shall keep the Bill of Lading in the cab of the truck hauling the MCU during transportation of the HHW to the ECC. Participating City shall require that a minimum of one copy of the latest North American Emergency Response Guidebook be kept within the cab of the truck.
7. During transportation, Participating City's MCU operators shall placard the MCU for transportation of hazardous waste in accordance with federal and state law.
8. Upon the return of the MCU to the ECC, Participating City's MCU operators shall follow the instructions of Fort Worth regarding the placement of the MCU for unloading. Fort Worth shall take possession of the MCU from Participating City after the MCU has been properly parked for unloading in accordance with Fort Worth's instructions and all required documents have been delivered to the ECC manager or his designee at the ECC. Fort Worth shall, within a reasonable amount of time, unload the HHW from the Participating City's MCU and store the unit at the ECC. After being contacted, Participating City shall pickup their unit within 10 days.
9. If Fort Worth, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth as set forth herein.
10. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs as set forth herein.

6.

USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

- A. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, from the ECC.
- B. Such firm(s) shall be required pursuant to the contract(s) to assume generator status for the waste collected, (excluding used oil, lead-acid batteries and antifreeze) to choose a disposal site for the waste subject to Fort Worth's approval, and to indemnify Fort Worth and participating cities against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.
- C. **THE PARTIES RECOGNIZE THAT ALTHOUGH THE FIRM (S) WILL BE REQUIRED TO ASSUME GENERATOR STATUS, THIS ASSUMPTION WILL NOT RELIEVE PARTICIPATING CITY OF LIABILITY FOR THE WASTE UNDER FEDERAL LAW**

AND STATE LAW. Fort Worth will arrange for recycling vendors for used oil, batteries, antifreeze, and other materials, as it deems appropriate.

7.

REUSE OF COLLECTED MATERIALS

- A. From time-to-time Fort Worth will make available to residents and businesses of Fort Worth, as well as, Participating City and residents and businesses of Participating City for their use, collected household hazardous waste materials that are suitable for reuse, such as paint, fertilizer, motor oil, and antifreeze. Fort Worth shall not charge for any materials that are picked up for reuse.
- B. Some materials made available for reuse may have been consolidated and filtered by Fort Worth prior to being made available. Used antifreeze will have been consolidated in a barrel, filtered, and pH balanced, and new antifreeze may have been added to the barrel.
- C. In regards to materials accepted by Participating City, its employees, residents, or any other person **FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES THAT:**
 - 1. the container contents are what the label indicates;
 - 2. the container contents are those originally placed into the container by the manufacturer;
 - 3. the product is of the quality intended for its use;
 - 4. the contents of the container have been stored properly;
 - 5. the instructions on the container label for use, storage, and first aid are current or correct;
 - 6. the container is in unimpaired condition;
 - 7. the product is still approved for use (i.e., it has not been banned or recalled); and
 - 8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED. PARTICIPATING CITY SHALL NOTIFY RECIPIENTS OF THESE TERMS AND CONDITIONS.

- D. Participating City shall contact the ECC manager to arrange a pickup time to obtain materials. Participating City agrees that it shall not return to Fort Worth, directly or indirectly, any materials it obtains from Fort Worth under this paragraph.

E. INDEMINIFICATION REGARDING REUSED OR RECYCLED MATERIALS.

1. IN REGARDS TO REUSED OR RECYCLED MATERIALS ACCEPTED BY PARTICIPATING CITY, PARTICIPATING CITY DOES HEREBY WAIVE ALL CLAIMS,

INCLUDING PRODUCTS LIABILITY CLAIMS, AND RELEASES, AND HOLDS HARMLESS THE CITY OF FORT WORTH, AND ALL OF ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO PERSONS, LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR LOSS OF USE OF ANY PROPERTY , OCCASIONED BY THE TRANSPORTATION, STORAGE, HANDLING, USE, AND DISPOSAL BY PARTICIPATING CITY OF ANY MATERIALS ACCEPTED BY PARTICIPATING CITY UNDER THIS AGREEMENT FROM FORT WORTH.

2. IF THE PARTICIPATING CITY DOES NOT AGREE TO THE INDEMNIFICATION AND WAIVER IN PARAGRAPH E ABOVE, THEN THE PARTICIPATING CITY SHALL NOT ACCEPT, NOR ALLOW ANY OTHER PERSON TO ACCEPT ANY OF THE REUSED OR RECYCLED MATERIALS AND SHALL NOT BE REQUIRED TO AGREE TO THE WAIVER IN PARAGRAPH E. Initial here to reject term 7.E.1. and accept alternate term 7.E.2. _____.

F. In regards to materials accepted by residents or businesses of Participating Cities, FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES THAT:

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;
3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;
7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED.

G. Participating City shall attempt to inform its residents and businesses that if they go to the Environmental Collection Center to pick up household hazardous waste for reuse, a release of liability must be signed to accept the household hazardous waste for reuse.

Remainder of this page intentionally left blank

8.
RIGHT TO REFUSE WASTE

Participating City agrees that Fort Worth shall have the right to refuse to accept waste at the ECC from Participating City or Participating City's resident, if in the reasonable judgment of Fort Worth:

- A. The waste is not household hazardous waste;
- B. The waste fails to meet other established criteria established by this Agreement, or that have been established by Fort Worth subsequent to the execution of the Agreement;
- C. The individual does not have sufficient identification to establish that he/she is in fact a resident of Participating City;
- D. Participating City has implemented a voucher system for its residents to dispose of waste, and the individual does not have a valid voucher; or
- E. The waste or the individual presents a hazard to the ECC or to persons or property at the ECC.

9.
ENVIRONMENTAL COLLECTION CENTER HOURS AND DAYS
OF OPERATION

- A. Hours of Operation

During the term of the Agreement, the ECC's hours of operation are as follows:

Thursday and Friday 11:00 a.m. -- 7:00 p.m.

Saturday 9:00 a.m. -- 3:00 p.m.

- B. Days the Environmental Collection Center will be closed

During the term of the agreement, the ECC will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

Thanksgiving Holiday, Thursday, Friday, and Saturday, November 22-24, 2012
Independence Day, Thursday, July 4, 2013

In addition to the above closures Fort Worth employees will not be available to conduct mobile collection events on May 25 and August 31 although the ECC will remain open on those days. The ECC may close due to furlough days or other causes, and the City of Fort Worth does not represent to Participating City that the ECC will be open on any particular days. If additional closures due to any cause are necessary Fort Worth will notify Participating City prior to the closure unless due to an unforeseeable event.

- C. Notifying Residents

Participating City agrees to notify its residents of the ECC's hours of operation and dates it will be closed. Participating City also may advertise the 24-hour Environmental Collection Center telephone number: (817) 871-5257.

10.
COMPENSATION

As fair compensation for the services provided by Fort Worth pursuant to this Agreement:

- A. Participating City agrees to pay Fort Worth the sum of **\$47.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated.
- B. If Fort Worth determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth for its staff time at \$20.00 an hour and the cost of supplies.
- C. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs for City staff time (\$60.00 per hour) plus the cost of supplies and the actual costs for the spill response and remediation incurred by the City of Fort Worth for third party contractors and responding governmental agencies.
- D. The amount due to Fort Worth for services provided under this Section, Paragraphs A, B, and C, shall be billed to Participating City quarterly. Participating City shall pay Fort Worth within 30 days of receiving a bill from Fort Worth. If Fort Worth does not receive payment within 30 days, Fort Worth shall inform Participating City in writing that it will not accept any household hazardous waste from Participating City's residents and that Fort Worth will not participate in a mobile collection event or provide a mobile collection unit until paid.
- E. At the end of the term of this Agreement, Fort Worth shall provide a final accounting to Participating City, which will include the total number of Participating City's households which participated in the program, repackaging fees, if any, and the total cost of spill response charged to Participating City, if any.
- F. Pursuant to the requirements of Government Code §791.011 (a)(3), the amount due to Fort Worth under Subparagraph D. above shall be paid from revenues currently available to Participating City in the present fiscal year.

11.
ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND PROMOTIONAL MATERIALS
LICENSE AGREEMENT

Fort Worth is the owner of "**Captain Crud**" and the Cruddies ("**Bloomer**," "**Otto**," "**Pestie**," "**Scrub**," and "**Van Goo**") and the recycling buddies ("**Scrappy**," "**Juggles**," and "**Cana Nana**") "**Conquer Your Crud**," and "**Crud Cruiser**", and therefore all ownership rights belong to Fort Worth. Fort Worth has registered these marks as service marks with the Secretary of State.

- A. Fort Worth hereby grants to Participating City a non-transferable, non-exclusive license to use all the artwork and promotional materials that may be provided by Fort Worth to be used solely in the conduct of the business of Participating City's disposal and recycling of household hazardous waste programs. If Participating City wishes to use to Licensed Art and/or Promotional Materials in other limited situations, Participating City must first obtain express written consent from Fort Worth.
- B. Fort Worth may provide licensed Artwork and Promotional Materials to Participating City pursuant to the terms of this Agreement. Participating City acknowledges that by virtue of this License, Participating City acquires only the right to use the original and permitted duplicate copies of the Licensed Artwork and Promotional Materials and does not acquire any rights of ownership in the Licensed Artwork and Promotional Materials, which rights shall remain exclusively with Fort Worth. If Participating City wants to modify or change the artwork and/or promotional materials in any manner, Participating City hereby agrees to contact Fort Worth in writing to obtain written consent before modifying or changing any artwork and/or promotional materials.
- C. If Participating City desires an actor to portray "Captain Crud" for an event, Participating City shall use actors approved by Fort Worth to portray "Captain Crud" since "Captain Crud" is owned by Fort Worth. Participating City shall be solely responsible for compensating actor for the services provided to Participating City. Participating City will contact Fort Worth as soon as possible with the date and time of the event agreeable to both parties to obtain approval for the chosen actor and to request and pickup the "Captain Crud" costume for its events. Fort Worth will provide the "Captain Crud" costume. However, Participating City agrees to be liable to Fort Worth for any damage to the costume or if Participating City fails to return the entire costume to Fort Worth or if the costume is not returned in the same condition as received.

12.
IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, none of the Participating Cities waives, nor shall be hereby deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and that the services described in this Agreement are a governmental function.

13.
FORCE MAJEURE

A delay or failure of Fort Worth to perform services pursuant to this Agreement shall be excused to the extent that the delay or failure to perform resulted from a force majeure event, and the delay or failure was beyond the control of Fort Worth and not due to its fault or negligence. Participating City shall not have, and hereby waives, any claim whatever for any damages resulting from delays or failure to perform caused by a force majeure event.

14.
TERMINATION

The parties shall each have the right to terminate the Agreement for any reason, with or without cause, upon thirty (30) days written notice to the other party. Upon termination, the parties shall be released from all contractual obligations to the other party excluding "USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE" "REUSE OF COLLECTED MATERIALS" and "ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND "PROMOTIONAL MATERIALS LICENSE AGREEMENT" and any terms and conditions arising from events occurring during the term of the contract .

15.
ENTIRETY

This Agreement contains all commitments and Agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein, except that this Agreement can be amended or modified by the parties if such amendment or modification is in writing and signed by Participating City and Fort Worth.

16.
SEVERABILITY

In the event anyone 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 provisions had never been contained herein.

17.
VENUE

Should any action, real or asserted, at law or in equity, arise out of the terms and conditions of this Agreement, venue for said action shall be in Tarrant County, Texas.

18.
AUTHORITY

This Agreement is made for Fort Worth and Participating City as an Interlocal Agreement, pursuant to Texas Government Code, Chapter 791.

19.
AUTHORIZATION

The undersigned officers and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

SIGNATURE PAGE
INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER, HOUSEHOLD HAZARDOUS WASTE PROGRAM

CITY OF FORT WORTH

CITY OF _____

By:

By:

Fernando Costa
Assistant City Manager
Date: _____

Printed name: _____
Title: _____
Date: _____

APPROVED AS TO FORM
AND LEGALITY:

APPROVED AS TO FORM
AND LEGALITY:

Arthur N. Bashor
Assistant City Attorney

City Attorney / Assistant City Attorney

ATTEST:

ATTEST:

Mary J. Kayser
City Secretary

City Secretary

Contract Authorization

Date

Exhibit "A"

RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT

Material	Amount Restocked	Special Needs	Remarks
55 gallon open top drums (open top for loose packs)	Amount taken off the trailer		
55 gallon drums (closed top) (oil, antifreeze, bulk flammable materials and one extra)	Amount taken off the trailer		
Fiber drums (55 or 30 gallon) Aerosols, acids, bases and oxidizers)	Amount taken off the trailer		
Gaylord box liners (plastic)	Amount taken off the trailer		
55 gallon drum liners	Amount taken off the trailer		
5 gallon buckets (filters/haz chemicals)	Amount taken off the trailer		
Survey Forms	Amount taken off the trailer		
Labels/drum placard	Amount taken off the trailer		
Gaylord boxes	Amount taken off the trailer		
Absorbent pads	Amount taken off the trailer		
Vermiculite	Amount taken off the trailer		
Oil dry	Amount taken off the trailer		
Promotional Materials & Brochures	Amount needed		

Exhibit "B"

WAIVER AND RELEASE OF LIABILITY FOR COLLECTION OF HOUSEHOLD
HAZARDOUS WASTE

I being the owner of property located at _____
have been asked by the City of _____ to allow a mobile collection
event on my property to collect household hazardous waste on the _____, 20____.
I hereby give my permission to the City of _____ and the City of Fort
Worth, to hold a household hazardous waste collection event on my property in which the City
of _____ has asked the City of Fort Worth to send its mobile
collection unit to collect the household hazardous waste that is brought to the event.

Therefore, I hereby RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY the City of
Fort Worth or its officers, agents, and employees and the City of _____
and its officers, agents, and/or employees for any and all claims, demands, liability, causes of
action, actions or suits of any character that I may have against the City of Fort Worth or its
officers, agents, and/or employees and the City of _____ or its officers,
agents, and/or employees for any property loss or damage, for any and all personal injury
including death or any other damage of any kind or character which may arises or that arises
from allowing the City of _____ to hold a household hazardous waste
collection event, in which the City of Fort Worth sends its mobile collection unit on my property.

I have read this Waiver and Release and fully understand its terms and conditions. I have not
been influenced in any extent whatsoever by any representation or statements not contained in
this Agreement.

Signature

Date

Witness

Date



Council Agenda Background

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

DATE: 09/25/12

Staff Report

ITEM:

Presentation on the October 6 Cultural Crawl.

City Manager Review: _____

DISCUSSION:

Presentation on the upcoming Cultural Crawl event.

ATTACHMENTS:

N/A