

A G E N D A

**Regular Meeting of the Bedford City Council
Tuesday, March 26, 2013
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021**

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

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

WORK SESSION

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

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.071(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 – Zoning for group homes.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to “Project Oatmeal”.
- c) Pursuant to Section 551.074: personnel matters – annual performance review of the City Manager.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Jim Pack, CityLife 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. Proclamation declaring April 2013 as Energy Efficiency Month in Bedford.
2. Employee Service Recognition

APPROVAL OF THE MINUTES

3. Consider approval of the following City Council minutes:
 - a) March 12, 2013 regular meeting

PERSONS TO BE HEARD

4. The following individuals have requested to speak to the Council tonight under Persons to be Heard.
 - a) James Trigg, 1316 Wade Drive, Bedford, Texas – Requested to speak to the Council regarding zoning violations at 604 Donna.
 - b) Joyce Johnson, 1701 Brookhaven Circle, Bedford, Texas – Requested to speak to the Council regarding the handling of disputed traffic citations.

OLD BUSINESS

5. Update on issues related to 604 Donna Lane.

NEW BUSINESS

6. Public hearing and consider an ordinance amending the City of Bedford Zoning Ordinance, Ordinance No. 2275, by amending Section 4.17 “CSED” Cheek-Sparger Entrance District; by amending Section 4.18 “HC” Highway Corridor Overlay District; by removing all references to the “CSED” Cheek-Sparger Entrance District from the Zoning Ordinance; by amending the official Zoning Map of the City of Bedford to designate the expanded “HC” Highway Corridor Overlay District; providing a revised Zoning Map illustrating the change in district as attachment “A”; providing attachment “B” being the text amendments to the Zoning Ordinance; providing a severability clause; providing a penalty and enforcement clause; and providing an effective date.
7. Consider an ordinance amending Chapter 66, “Health and Sanitation” of the City of Bedford Code of Ordinances by amending Section 66-63. “Definitions” and adding a new Section 66-44. “Mobile Food Units”; providing that this ordinance shall be cumulative; providing a severability clause; providing a savings clause; providing a penalty clause; and providing an effective date.
8. Consider an ordinance amending Ordinance No. 08-2905 awarding the contract to Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., for Solid Waste Collection Services to include Article II. “Definitions”; Article IV. Section K. “Indemnification”; Article IV. Section W. “Modification of Rates”; and granting an extension of the contract for an additional five year term commencing on January 14, 2014.
9. Consider an ordinance amending Ordinance No. 08-2906 awarding the contract to Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., for Recycling Services to include Article II. “Definitions”; Article IV. Section K. “Indemnification”; Article IV. Section W. “Modification of Rates”; and granting an extension of the contract for an additional five year term commencing on January 14, 2014.
10. Consider a resolution accepting the report from the independent auditor and the audited financial statements for the fiscal year ended September 30, 2012.
11. Consider a resolution authorizing the City Manager to enter a contract with Huguley Assessment Center in the amount of \$19,215 to perform physical assessments for Bedford Fire Department personnel for the year 2013-2014.

12. Consider a resolution authorizing the City Manager to enter into a professional services contract with Kimley-Horn and Associates, Inc. in the amount of \$55,000 for engineering services for the conceptual design of Sulphur Branch Channel Improvements (SH121 to Bedford Road) Project.

13. Discussion on how the City Manager will be reviewed. **This item requested by Councilmember Nolan

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

- ✓ **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**

15. Council member reports

16. City Manager/Staff Reports

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

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

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, March 22, 2013 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

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



Council Agenda Background

PRESENTER: Mayor Jim Griffin

DATE: 03/26/13

Council Recognition

ITEM:

Proclamation declaring April 2013 as Energy Efficiency Month in the City of Bedford.

City Manager Review: _____

DISCUSSION:

Mayor Griffin will read a proclamation declaring April 2013 as Energy Efficiency Month in the City of Bedford. David Franklin with the Community Affairs Commission will accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, energy efficiency and the costs associated with it are serious issues in our State and in the City of Bedford, and our Energy Smart Consumer Expo is focused on presenting residents and those doing business in our city with conserving power and making every energy dollar count; and

WHEREAS, Bedford's Energy Smart Consumer Expo provides awareness and education on how to improve energy efficiency through common sense practices in our homes, businesses and on the road; and

WHEREAS, improved use of energy resources through more efficient practices and emerging technologies, such as LED light bulbs, energy-saving appliances, more effective use of heaters and air conditioning, and through the installation of photovoltaic solar arrays, which can improve our economy and environment; and

WHEREAS, expanding the use of traditional resources and technologies are uncompetitive and economically unsustainable for our children and our grandchildren through the next century; and

WHEREAS, the City of Bedford is committed to support every homeowner, resident and business operator with our energy efficiency and personal budget saving initiatives, such as our own home-grown Energy Smart Consumer Expo and through our city website.

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 April, 2013, as:

Energy Efficiency Month

in the City of Bedford and we urge our residents to broaden their knowledge of saving energy for themselves and for future generations.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
26th day of March, 2013.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Beverly Griffith, City Manager

DATE: 03/26/13

Council Recognition

ITEM:

Employee Service Recognition

City Manager Review: _____

DISCUSSION:

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

Carol Robinson	5 years	Police Department
Josh Brown	10 years	Fire Department

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 03/26/13

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) March 12, 2013 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

March 12, 2013 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:15 p.m. in the Conference Room, Work Session at 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 12th day of March, 2013 with the following members present:

Jim Griffin
Michael Boyter
Chris Brown
Jim Davisson
Patricia Nolan
Sherri Olsen
Roy W. Turner

Mayor
Council Members

constituting a quorum.

Staff present included:

Beverly Griffith
Stan Lowry
Michael Wells
Cliff Blackwell
Bill Cooper
Roger Gibson
Russell Hines
Tom Hoover
Jill McAdams
Mirenda McQuagge-Walden
Maria Redburn
Jackie Reyff
Bill Syblon
James Tindell

City Manager
City Attorney
City Secretary
Administrative Services Director
Information Services Director
Police Chief
Building Official
Public Works Director
Human Resources Director
Managing Director of Community Services
Library Manager
Planning Manager
Development Director
Fire Chief

CONFERENCE ROOM WORK SESSION 5:15 p.m.

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

- **Interviews for appointments to the Beautification and Cultural Commissions.**

Council conducted interviews with applicants for appointment to the Beautification and Cultural Commissions.

Council adjourned from the Work Session at 5:32 p.m.

WORK SESSION

Mayor Griffin called the Work Session to order at 5:34 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: 3, 5, 6, 7, 8, 9, 11 and 12.

Managing Director of Community Services Mirinda McQuagge-Walden presented information on Item #5. This is to amend the budget to allow the City to authorize 14 water safety instructors, amounting to 0.08 full-time employees. By taking this in-house, it allows the City to retain revenue, which in the past 70% went to a third-party contractor. The number of actual hours worked would be approximately 176 hours by seasonal workers, which amounts to a cost of \$2,129.60 as well as an additional \$85.00 in benefits and approximately \$100.00 for equipment such as noodles. In answer to questions from Council, she stated this would only involve seasonal employees and the City would not have to pay insurance, only mandated expenses such as Medicare and Workers Comp. Last year, the City took in \$13,728 in revenue but had to pay out \$11,598 to the third-party contractor. Based on those numbers, the City would keep additional net revenue of \$8,160.

Ms. McQuagge-Walden presented information on Items 7, 8 and 9. These items are for a license agreement and encroachment agreement with Oncor for the existing Bedford Trails. When going forward with the dog park, staff could not find any records for the Trails and it was decided to put it on the record. The Trails would remain the same as they have since the 1980's in that the City would maintain the property in return for having the trail system. Oncor has approved the configuration as well as the replacement of the exercise stations. This item is to formally put in place what is currently on the ground. In regards to the extending the trail system west to Forest Ridge Drive, Oncor has stated that once a preliminary design has been put in place, they would put together another agreement. They did ask that once the designs have been approved, that construction be done within 9 to 12 months. In answer to questions from Council, she stated that this is a housekeeping agreement and there are no additional costs or burdens to the City and there are no changes to what the City is currently doing. In regards to the maps of the Trails, she stated that it only indicates the ownership of the Trails themselves and not Meadowpark as a whole.

Parks Superintendent Don Henderson presented information on Item #10. This item was brought to Council during the budget work session last year and this is for to approve the expenditures for the exercise equipment. In answer to questions from Council, he stated that there is only one existing structure east of Sager Street that needs to be taken down. This item is for ordering the equipment only; the concrete pads will be addressed at a later time. Council was unable to reach a consensus on this item and it was moved to the Regular Session for further discussion.

- **Discussion regarding proposed changes to Section 5.5 B. "Fences Abutting Incompatible Districts" of the City of Bedford Zoning Ordinance.**

City Manager Beverly Griffith presented a recap of this issue to Council. In December, they were approached by a representative from the Stone Court subdivision with a situation whereby they had to replace the wall of their subdivision, which is currently masonry. If Council were to grant relief, it would require amendments to the ordinance for masonry walls. The situation is unusual as the wall is on residential property. Council directed staff to seek a solution.

Planning Manager Jackie Reyff stated that this item is the first step in a multi-step solution and involves changes to Section 5.5B of the Zoning Ordinance regarding "Fences Abutting Incompatible Districts". Based on staff's technical expertise, these changes address the situation when a residential subdivision removes a masonry fence so that an adjoining commercial property does not fall out of compliance. This item is scheduled for discussion during the Planning and Zoning Commission meeting on Thursday and based on feedback from Council, it may be put for a public hearing at the Commission meeting on March 28. In response to questions from Council, Building Official Russell Hines stated that if a property had received an exception to use alternative options such as a wrought iron fence, they would be required to replace it with a like substance. This item only addresses fences abutting incompatible districts; issues related to replacing of masonry fence will be addressed in the future. A subdivision that is adjacent to a commercial property would have to apply for an amendment to their Planned Unit Development requiring masonry walls if they wanted to put up something else. There was discussion regarding concerns on lowering the City's standards, ordinances not being up to par and aesthetics. In answer to further questions from Council, it was stated that a majority of fences between residential and commercial properties are on the commercial side and that this situation is a rare exception. In regards to working something out with the subdivision as opposed to changing ordinances, it was stated that the City did not want to work out a situation that would violate a current ordinance or put an undue burden

on adjacent property owners. If relief was granted and the subdivision used some construction material other than masonry, it would not place the adjacent property owners out of compliance. There was discussion on if staff had received quotes from the subdivision regarding costs for the fence and how much were the estimated costs.

Five Council Members agreed that this item be brought to the Planning and Zoning Commission: Mayor Griffin, Councilmember Boyter, Councilmember Davisson, Councilmember Turner, and Councilmember Brown. Two Council Members were opposed to this item being brought to the Planning and Zoning Commission: Councilmember Olsen and Councilmember Nolan.

- **Discussion regarding the Park Donation Fund and possible alternatives for funding.**

Administrative Services Director Cliff Blackwell presented information regarding the Park Donation Fund and possible alternatives for funding. He stated that back in 2010, the park donation item was completely removed from the water bill. A form was then inserted with the water bill, which allowed citizens that wanted to participate to have \$0.50 added to their bill. The process started out slowly with only 400 participants at first but is now up to 1,831 people. In regards to putting the fund back on every single bill and leaving it up to the payee, the City had received several complaints that this was illegal. The form mentioned previously is attached to the deposit form for all new customers as well. In regards to the software used for utility billing, it is 20 years old. From a billing standpoint, it has “buckets”, which property identify where payments belong. All ten buckets are currently full. In regards to programming more buckets, it would require approximately 12 months to be implemented. Further, buckets cannot list the park donation fund as a voluntary payment and such payments would have to be manually adjusted. He stated that another option is to create a PayPal account, which could be advertised on the bill and the City’s television channel. Such an account does not limit a donation to \$0.50 and there are no fees to open an account. There is a \$0.30 per transaction fee plus 2.9% on the volume. In answer to questions from Council, he stated that in regards to the account having multiple uses, there is a preference to have separate accounts per donation. There would have to be reconciliations on the back-end due to software limitations. In regards to the lifetime of the software, there have been supplementals submitted in the past for new software and it will be discussed during the budget discussions this summer. The auditors also had concerns regarding the software. There were discussions regarding staff adding other accounts to include the Animal Shelter and the Library; explaining the fees associated with the PayPal account and disclaimers; having forms available at the Library and the Animal Shelter; and marketing this program to the citizens.

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

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to “Project Oatmeal”.**
- b) Pursuant to Section 551.074: personnel matters – annual performance review of the City Manager.**

Council was unable to convene into 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 “Project Oatmeal” and Section 551.074: personnel matters – annual performance review of the City Manager at 7:24 p.m.

Council reconvened from Executive Session at 8:19 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 6:33 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order. He stated that in regards to the situation at 604 Donna Lane, he made a commitment to ask staff to do research and he would try to have information to share at the Council meeting on March 26. He stated that Federal and State law does not allow the City to prohibit group homes, assisted living homes, hospices, etc. in any residential neighborhood. He had talked to a number of residents after the previous meeting who lobbied for something like the limiting the number of cars. He stated that if the City were to pursue that line of thinking, they would have to apply it to everyone in the neighborhood.

INVOCATION (Pastor Dan Mendoza, Oasis Community Worship Center)

Pastor Dan Mendoza of Oasis Community Worship Center gave tonight's invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Attila Hertelendy, 2425 Bridgeton Lane – Mr. Hertelendy requested to speak on Work Session Item #2. He stated that he came to Bedford in 1995 and really enjoys the community and the beautiful things that have happened. He stated he has a problem with walls within the City, specifically fences, and he believes that things are falling apart. He is seeing this in Bedford and other communities. He stated that as the City goes through the process of ordinance and standards changes, the Council needs to look at the life expectancy of things and managing projects over a long period of time, and not look at things year-to-year from a budgetary standpoint. He stated that the standards should not be changed but alternatives should be looked at to make things better. Allowing variances puts a huge burden on Council and staff. He stated that the City needs to look at long term solutions. He stated that currently the City is having infrastructure problems. The City has brick walls that do not last two years and wood fences that fall apart from chlorine and the heat. He wants better solutions, long term perspectives and uniformity. He is not so much concerned with aesthetics as he is concerned with structural integrity.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Turner, seconded by Councilmember Davisson, to approve the following items by consent: 3, 5, 6, 7, 8, 9, 11 and 12.

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

COUNCIL RECOGNITION

1. Proclamation declaring March 2013 as American Red Cross Month.

Mayor Griffin read a proclamation declaring March 2013 as American Red Cross Month. Stephanie Briggs, a volunteer with the American Red Cross Tarrant County was on hand to accept the proclamation. Ms. Briggs thanked the Council and stated it was an honor to serve the community.

2. Present the awards for the City Expo.

Steven Grubbs, Chairperson of the Community Affairs Commission presented awards for the City Expo held on March 2. In attendance from the Commission were Gary Morlock, Roy Savage, Cynthia Williams and David Franklin. Mr. Grubbs stated the five criteria for judging were creativity, communication of the Department's function, quality of presentation, "wow" factor and overall presentation. There were three judges from the Commission and the total number of points determined the outcome. He stated that the City employees took great pride in what they do and communicated

that to the public. Third place went to the Police Department, which was accepted by Police Chief Roger Gibson and Technical Services Manager Kelli Agan. Second place went to Public Works, which was accepted by Public Works Director Tom Hoover. First place went to Community Services, which was accepted by Ms. McQuagge-Walden. She thanked those that were on their Expo committee including Eric Valdez, Mike Radoyevich, Trevon Hauth, Caroline Tait, Maria Redburn, Don Henderson, Wendy Hartnett, Amy Borquin, Dominik Pierce, Jared Blake, Cathy Haskell and especially Rebecca Asher and Jean Green.

APPROVAL OF THE MINUTES

- 3. Consider approval of the following City Council minutes:**
 - a) February 25, 2013 joint work session**
 - b) February 26, 2013 regular meeting**
 - c) March 5, 2013 special executive session**

This item was approved by consent.

PERSONS TO BE HEARD

- 4. The following individuals have requested to speak to the Council tonight under Persons to be Heard.**
 - a) James Trigg, 1316 Wade Drive, Bedford, Texas – Requested to speak to the Council regarding zoning violations at 604 Donna.**

James Trigg, 1316 Wade Drive – Mr. Trigg presented an update since he spoke at the last Council meeting. At that meeting, he had asked that the owner of the property be required to pay the appropriate fees for the amount of money going into the project. He was pleased to know that those fees have been paid but work continues at that address. His main purpose to speak tonight was to remind the City Attorney to report, if possible, on whatever legal steps can be taken regarding this issue at the next Council meeting on March 26. He presented documents to the City Attorney related to a court case involving a youth crisis center against a city in Utah and that there are several legal concepts that may have bearing in this situation. It was a case that the city won. He presented to the Council a copy of the City's Zoning Ordinance regarding the permitted use of a single family detached dwelling. He stated his neighborhood is zoned R7500 and the purpose of that zoning is to provide for areas that are required to have a minimum lot size of 7,500 square feet in order to promote low density population and to establish or maintain a low density character within the subdivision. He asked what authority the state or federal governments have over a city's zoning if there no state or federal funding and no discrimination involved. He asked that this be added to the list of items that the City Attorney would report on and further asked that specific titles, subtitles and chapters be cited giving the state and federal governments that authority. In answer to a question from Council, City Attorney Stan Lowry stated that there would need to be a legal provision for the City to ask that work be stopped.

- b) Steve Grubbs, 1105 Clear View Drive, Bedford, Texas – Requested to speak to the Council regarding the Community Affairs Commission Outreach Meeting held on January 29th, plus the City Expo held on March 2.**

Steve Grubbs, 1105 Clear View Drive – Mr. Grubbs spoke representing the Community Affairs Commission and updated Council on some recent Commission events. He thanked Council for their support of the Commission and their events. He gave special thanks to Council liaison Councilmember Boyter and staff liaison Deputy City Manager David Miller. The Commission held a community outreach meeting on January 29 for residents, businesses and faith-based organizations. In the past, they have held separate meetings but decided this time to see how successful a combined meeting would be. 71% of people attending responded that they preferred the combined meeting. The five topics discussed during the meeting were businesses development, the DeltAlert system, the City Manager's responsibilities and challenges, 6Stones and the volunteer corps. The Commission performed a survey to receive feedback, including how people learned about the meeting. They received 24 surveys, of which 14 were from residents. The top three topics were business development, the DeltAlert system and the City Manager's responsibilities and challenges. 7:00 p.m. was the preferred start time for such

meetings. The preferred length of the meetings was 1.5 hours. In regards to how people found out, a majority were through the City's website or social media. Only five businesses responded from the invitations sent out by the City. He thanked the Commission members who were in attendance and Mr. Morlock and Sarah Sisson for planning the event. In regards to the City Expo on March 2, he thanked Mr. Savage for chairing the event and Mr. Franklin for his help. He thanked the Commission members who manned the front desk or who served as judges. His biggest thanks went to the staff and employees who made the event work. He stated that unofficially, this is an annual event. The members at the front desk were busy handing out bingo sheets, informing people of upcoming events, asking questions and counting attendees. They counted over 200 people coming through the doors. Ms. Asher reported that 87 bingo cards were returned and 90 BluesFest cups were given out. The busiest hours were from 12:00 p.m. to 1:00 p.m. and from 11:00 a.m. to 12:00 p.m. Ms. Asher received 24 surveys and there are more surveys that have been completed on-line and have not yet been analyzed. In asking what people liked best about the event, one person told him that it was the fact the City was having the event. The event went better than expected and he would like to see it carried on into the future. He believes one of the reasons for the attendance was the promotion done by Marketing. There have been issues in the past regarding attendance at outreach meetings. They have struggled in the past on promoting events most effectively and asked that Council and staff help the Commission become more successful. He believed that if the same level of marketing for the Expo was put into other events, then all would benefit. The next Commission events include the Energy Smart in Bedford event on April 20 and a community outreach meeting on school safety on May 7.

In answer to questions from Council, Mr. Grubbs stated that the event was advertised to homeowner's associations via an email list and through registrations from previous events. Mr. Morlock is working on a project to update the homeowner association contact list. There was discussion on involving other organizations including crime watch groups; communications and marketing; finding better ways to connect with the citizens and businesses; translating the efforts and synergy from the Expo toward other outreach meetings; using the Expo as a stepping stone to do bigger things with the Commission; and the value of the Marketing Specialist position.

NEW BUSINESS

- 5. Consider an ordinance amending the budget of the City of Bedford, Texas, for the fiscal period of October 1, 2012 through September 30, 2013; and declaring an effective date.**

This item was approved by consent.

- 6. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the City of Fort Worth for the 2012 Byrne Justice Assistance Grant (JAG) Formula Program Award.**

This item was approved by consent.

- 7. Consider a resolution approving an Encroachment on Easement Agreement with Oncor Electric Delivery Company LLC for the Bedford Trails, Harwood Road-Cummings Drive Section.**

This item was approved by consent.

- 8. Consider a resolution approving a License Agreement with Oncor Electric Delivery LLC for the Bedford Trails, Harwood Road-Cummings Drive Section.**

This item was approved by consent.

- 9. Consider a resolution approving a License Agreement with Oncor Electric Delivery LLC for the Bedford Dog Park.**

This item was approved by consent.

10. Consider a resolution authorizing the City Manager to purchase a trail wellness system in the amount of \$36,057.64 through the Buy Board Cooperative Purchasing Program.

Parks Superintendent Don Henderson presented information regarding this resolution. The original exercise stations were installed in 1980 and were constructed of wood and metal parts. The wood has broken down due to exposure to the elements. The new system consists of seven different stations with three exercises at each station for a total of 21 exercises. The new stations will be made of metal and six will be wheelchair accessible. The system will have a lifetime warranty on the steel posts and hardware, a ten-year warranty on welds, grab bars, seat post and instruction panels and a five-year warranty on all moving parts. Each station will be installed on a concrete pad.

There was discussion on whether this was the appropriate time to fund such an item with the recent approvals of a sign at the Old Bedford School and the emergency situation of purchasing a pump.

Motioned by Councilmember Brown, seconded by Councilmember Turner, to approve a resolution authorizing the City Manager to purchase a trail wellness system in the amount of \$36,057.64 through the Buy Board Cooperative Purchasing Program.

Motion approved 6-1-0. Mayor Griffin declared the motion carried.

Voting in favor of the motion: Mayor Griffin, Councilmember Boyter, Councilmember Davisson, Councilmember Nolan, Councilmember Turner and Councilmember Brown.

Voting in opposition to the motion: Councilmember Olsen.

11. Consider a resolution naming the Fort Worth Star-Telegram the official newspaper of the City of Bedford and entering into an advertising contract with the Fort Worth Star-Telegram for the term of one year.

This item was approved by consent.

12. Consider a resolution appointing two members to the Beautification Commission and one member to the Cultural Commission.

This item was approved by consent.

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

✓ Animal Shelter Advisory Board - Councilmember Olsen

Councilmember Olsen reported that the Board met last Wednesday and stated they have accomplished so much since January 1. Previously, there has not been a formalized volunteer program. The Board has put together a final rough draft of a manual to train volunteers. As of Wednesday, they have three finalists to be a volunteer coordinator at the Shelter. Trained volunteers would be able to take animals out to off-site adoption opportunities as opposed to paid staff members. Volunteers could also assist in cleaning, helping with cages, and socializing and training animals. This would come at no additional expense to the citizens. The Board has also worked at better communicating for other events including the Pet Fair scheduled for April 13. 22 vendors have already confirmed for the Fair. Arson dog Rio and Police dog Bowie will be there as well as a pet photographer. There have been a lot of outside organizations coming into the Shelter including a GSA troop to work on a service project.

✓ Beautification Commission – Councilmember Turner

Councilmember Turner reported that the Commission is approaching their busy time of the year. The spring kickoff for the Community Garden is Saturday, March 16. He welcomed the two new Commission members who were appointed earlier. The Commission is working hand-in-hand with Teen Court, which has been very beneficial including their help at the Boys Ranch. There are still open places on the Commission and he urged people to apply.

✓ **Community Affairs Commission - Councilmember Boyter**

Councilmember Boyter thanked the staff and Council for their support of the City Expo. He stated that the Commission will be hosting the Consumer Energy Expo, Saturday, April 25 from 1:00 p.m. to 5:00 p.m. at the old library building.

✓ **Cultural Commission - Councilmember Nolan**

Councilmember Nolan reported that Commission is on spring break but the Council did meet with the new alternate, who will be joining the Commission very quickly.

✓ **Library Board – Councilmember Brown**

Councilmember Brown reported that the Board met two weeks ago. The SuessFest had over 3,000 people in attendance and it was very successful..

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

Councilmember Davisson reported that the Board met earlier this month. They had the ground breaking for the Dog Park and the grand opening is scheduled for June 1 from 9:00 a.m. to 11:00 a.m., with the ribbon cutting at 10:00 a.m. Brown Trail Animal Hospital has donated \$1,500 to sponsor a bench.

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

No report was given.

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

Councilmember Olsen reported that the Board met last Tuesday. Their scholarship banquet is scheduled for April 25 at the Hurst Conference Center. They have been in conversations with Papa John's restaurant on Harwood Road to have nights designated to support Teen Court.

14. Council member reports

Mayor Griffin reminded Council that they have a bed at the Community Garden and that there are a host of vegetables they can participate in planting. He stated that the CI Host building is no longer at the corner of Central Drive and Highway 183 and that debris is being rapidly picked up. Tomorrow there will be the long awaited opening of Twisted Root.

15. City Manager/Staff Reports

Ms. Griffith reported that the spring CPR event will be held April 12 – 13. They are looking for volunteers to help with the program and also looking for applications.

16. 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 8:20 p.m.

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: See below

DATE: 03/26/13

Persons to be Heard

ITEM:

- a) James Trigg, 1316 Wade Drive, Bedford, Texas – Requested to speak to the Council regarding zoning violation at 604 Donna.
- b) Joyce Johnson, 1701 Brookhaven Circle, Bedford, Texas – Requested to speak to the Council regarding the handling of disputed traffic citations.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letters of Request

From: "[REDACTED]" >
Date: March 18, 2013, 10:55:58 AM CDT
To: "Wells, Michael" <Michael.Wells@bedfordtx.gov>
Subject: Request to be heard.

Please place me on the list of persons to be heard at the March 26, 2013 City Council Meeting.
Subject: Zoning violation 604 Donna Lane.
Thank you.
James Trigg
1316 Wade Dr.
Bedford
214-202-4751

Reid
MAR 20 2013
11:48 AM

3/20/13

I would like to speak at the
March 26th Council Meeting about
handling of disputed traffic citations

Jeep Johnson
1701 Brookhaven Cir.
Bedford TX 76022
682-521-5823



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 03/26/13

Old Business

ITEM:

Update on issues related to 604 Donna.

City Manager Review: _____

DISCUSSION:

Mayor Griffin will present an update on issues related to 604 Donna.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Jacquelyn Reyff, Planning Manager
Dan Boutwell, Planning Consultant

DATE: 03/26/13

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consider an ordinance amending the City of Bedford Zoning Ordinance, Ordinance No. 2275, by amending Section 4.17 “CSED” Cheek-Sparger Entrance District; by amending Section 4.18 “HC” Highway Corridor Overlay District; by removing all references to the “CSED” Cheek-Sparger Entrance District from the Zoning Ordinance; by amending the official Zoning Map of the City of Bedford to designate the expanded “HC” Highway Corridor Overlay District; providing a revised Zoning Map illustrating the change in district as attachment “A”; providing attachment “B” being the text amendments to the Zoning Ordinance; providing a severability clause; providing a penalty and enforcement clause; and providing an effective date.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

This item is a City Council initiated request to amend Zoning Ordinance Number 2275 to extend the Highway Corridor (HC) Overlay District to include properties within 200’ of State Highways 121, 183, and the Cheek-Sparger Entrance District (CSED) with the intent to create one continuous Master Highway Corridor (MHC) Overlay District through the entire City and to amend the Zoning Map accordingly.

History and Background:

The Central Business District (CBD) overlay was the first overlay district in the City and was approved in 1983. The CSED was the second overlay district to be included in the City’s Zoning Ordinance and was adopted in 1997. The HC Overlay District was originally approved by the City Council on February 10, 1998.

In May of 2010, a City Council and Staff initiative to expand the HC Overlay District was discussed due to the impending expansion of State Highway 183 by the Texas Department of Transportation and to offer relief by amending the Zoning Ordinance. At the time, in addition to expanding the HC Overlay District, it was also recommended by Staff to remove the CBD overlay due to its lack of development standards. This action was not completed and the HC Overlay District currently only encompasses properties along State Highway 121.

The CBD does not have specific development standards, but does require a site plan approval from the Planning and Zoning Commission and City Council.

The CSED Overlay was established to encourage the uniform and consistent development of the Cheek-Sparger Road corridor at the northeast entrance to the City. Specific development standards for the corridor were developed and every new project is expected to be built with these in mind. Site plan approval is also necessary from the Planning and Zoning Commission and City Council.

The HC Overlay District was established to provide a set of standards applicable to future non-residential development and redevelopment within the Highway 121 corridor area. These standards are intended to protect and enhance the appearance of the State Highway 121 corridor, promote the unique character of the City, protect and enhance property values within the corridor, prevent the establishment of incompatible types of development, and create a sense of place within the

corridor. All Zoning Districts in the corridor must have site plan approval by the City Council before a building permit will be issued.

City Council Work Session December 5, 2012

Interest by the City Council in expanding the HC Overlay District was expressed and City Council held a work session on December 5, 2012. Specific to that discussion was a consensus that the HC Overlay District be expanded to include those properties within 200' of State Highway 183 and the properties currently within the Cheek-Sparger Entrance District (CSED). The HC Overlay District as it exists now only includes those properties adjacent to State Highway 121 and within 200' to the east and the west of State Highway 121.

Additional discussion centered on the removal of language in Section 4.18.K, which refers to non-conforming situations, specifically those items concerning landscaping and screening. Per the amended ordinance, those items are removed and in its place is a reference to Section 2.3, Nonconforming Lots of Record, Nonconforming Uses of Land, Nonconforming Structures, and Nonconforming Uses of Structures and Premises. This was recommended due to redundancy of language in the current Zoning Ordinance.

Joint City Council and Planning and Zoning Commission Work Session January 24, 2013:

The City Council and Planning and Zoning Commission met in a joint work session on January 24, 2013. The discussion was centered on the expansion of the HC Overlay District and the corresponding development standards of such an ordinance. A consensus was reached that now is the time to explore the expansion of the HC Overlay District to include properties which front State Highway 183 and repeal the CSED and include those properties in the HC Overlay District as well.

Planning and Zoning Commission Meeting February 28, 2013

Discussion during the public hearing of the Planning and Zoning Commission consisted of four residents whom were concerned about residentially zoned properties shown on the Zoning Map being Attachment A.

Two business owners were concerned about the possibility that their properties would lose legal non-conforming status if more than 50% or more of those properties were destroyed by a catastrophic disaster, and the financial implications that could happen if those properties were expected to come into compliance with the amended HC Overlay District.

Based on discussion during the public hearing, the Planning and Zoning Commission recommended approval of this item at their February 28, 2013 meeting by a vote of 6-1-0 with the following stipulations, which have been addressed in the most recent draft ordinance:

1. Amend Attachment A being the Zoning Map, to remove residentially zoned properties from the designated Highway Corridor Overlay District area. There was consensus on this item after discussion from the public hearing;
2. Reinstate in Section 4.18.D. Prohibited Uses items numbered (24) Pawn Shops and (30) Sexually Oriented Businesses. There was consensus on this item after discussion from the public hearing;
3. Remove Section 4.18.G(1)h. Parking Regulations and Traffic Circulation. This section was not removed previous to the Planning and Zoning Commission, but it was asked by Staff to remove it because it dealt with relief from these standards due to the highway land acquisition and construction;
4. Remove Section 4.18.H(1)c. Landscaping and Screening Regulations. This section was not removed previous to the Planning and Zoning Commission, but it was asked by Staff to remove it because it dealt with relief from these standards due to the highway land acquisition and construction.

Staff has reflected these changes in the Zoning Map and the draft ordinance amendment as well as a change to the name of the corridor from Highway Corridor Overlay District (HC) to Master Highway Corridor Overlay District (MCH) because of the new overlay district being all encompassing throughout all freeway corridors within the City.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending the City of Bedford Zoning Ordinance, Ordinance No. 2275, by amending Section 4.17 "CSED" Cheek-Sparger Entrance District; by amending Section 4.18 "HC" Highway Corridor Overlay District; by removing all references to the "CSED" Cheek-Sparger Entrance District from the Zoning Ordinance; by amending the official Zoning Map of the City of Bedford to designate the expanded "HC" Highway Corridor Overlay District; providing a revised Zoning Map illustrating the change in district as attachment "A"; providing attachment "B" being the text amendments to the Zoning Ordinance; providing a severability clause; providing a penalty and enforcement clause; and providing an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Attachment B, Section 4.18 of the Zoning Ordinance
Section 4.18 of the Zoning Ordinance Redline
February 28, 2013 Planning & Zoning Minutes
Copy of Star Telegram Legal Notice

ORDINANCE NO. 13-

AN ORDINANCE AMENDING THE CITY OF BEDFORD ZONING ORDINANCE, ORDINANCE NO. 2275, BY AMENDING SECTION 4.17 "CSED" CHEEK-SPARGER ENTRANCE DISTRICT; BY AMENDING SECTION 4.18 "HC" HIGHWAY CORRIDOR OVERLAY DISTRICT; BY REMOVING ALL REFERENCES TO THE "CSED" CHEEK-SPARGER ENTRANCE DISTRICT FROM THE ZONING ORDINANCE; BY AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BEDFORD TO DESIGNATE THE EXPANDED "HC" HIGHWAY CORRIDOR OVERLAY DISTRICT; PROVIDING A REVISED ZONING MAP ILLUSTRATING THE CHANGE IN DISTRICT AS ATTACHMENT "A"; PROVIDING ATTACHMENT "B" BEING THE TEXT AMENDMENTS TO THE ZONING ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY AND ENFORCEMENT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is authorized by Section 211.005. "Districts" of the Texas Local Government Code to zone property into districts in accordance with a Comprehensive Plan; and,

WHEREAS, the City Council of Bedford, Texas deems it necessary in order to lessen the congestion on streets, to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent overcrowding of land; and avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewers, schools, parks and other public requirements; to conserve the value of property and encourage the most appropriate use of land throughout the City, that the hereinafter contained provisions of this ordinance should be passed, promulgated and enforced; and,

WHEREAS, the Planning and Zoning Commission and the City Council of Bedford, Texas have advertised and mailed notices of public hearings to receive comments on the proposed Zoning Ordinance amendments; and,

WHEREAS, the Planning and Zoning Commission and the City Council of Bedford, Texas have after thoughtful deliberation voted to approve these Zoning Ordinance amendments;

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

SECTION 1. The Official Zoning Map as authorized in *Section 2.1.A—Official Zoning Map*, be amended to reflect the boundary of the "HC" Highway Corridor Overlay district as shown on Attachment "A", said amended district to be subsequently amended as provided by the amendment procedures contained in the City of Bedford Zoning Ordinance.

SECTION 2. *Section 4.17 "CSED" Cheek-Sparger Entrance District* shall be amended by removing it from the ordinance and designating Section 4.17 as being reserved for future expansion.

SECTION 3. *Section 4.18 "HC" Highway Corridor Overlay District* shall be amended as provided in Attachment "B".

SECTION 4. That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 5. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. This Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.

SECTION 7. Providing a penalty and enforcement clause.

PASSED AND APPROVED this 26th day of March 2013, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Section 4.18 “MHC” Master Highway Corridor Overlay District

4.18.A Purpose

The "MHC", Master Highway Corridor Overlay District, is established to provide a set of standards applicable to future development and redevelopment within the State Highway 121 and 183 Corridor areas. These standards are intended to protect and enhance the appearance of the State Highway 121 and 183 corridors, promote the unique character of the City of Bedford, protect and enhance property values within the corridor, prevent the establishment of incompatible types of development, and coordinate efforts of various developers within the State Highway 121 and 183 corridors.

4.18.B Boundary of Area

The "MHC" Master Highway Corridor Overlay area is designated as the lots, tracts, and parcels of land so indicated on the official zoning map for the City of Bedford. This area consists generally of that property which is located adjacent to and within two hundred (200) feet of the right-of-way of State Highway 121 and 183. If any portion of said property is located within the two hundred (200) feet threshold, the entire limits of the property have been included.

<<INSERT GRAPHIC>>

4.18.C Use Regulations

All uses in the underlying districts, as listed in Section 3.1 Schedule of Permitted Principal Uses, shall be permitted in the "MHC", Master Highway Corridor Overlay District, unless otherwise listed in Section 4.18.D Prohibited Uses. The Restricted Uses listed in Section 4.18.E may be allowed with compliance to the restrictions and in accordance with an approved site plan. Accessory uses as permitted in the underlying district shall also be permitted. All legal and valid uses existing on the effective date of this ordinance at specific locations shall remain legal and valid uses. The owners of the property where such uses are located shall be permitted to expand or remodel. All expansions or remodels shall comply with the underlying basic ordinance and the requirements in the "MHC", Master Highway Corridor Overlay District.

4.18.D Prohibited Uses

In the "MHC" Master Highway Corridor Overlay District the following uses shall be prohibited:

- (1) Auction Barns and Facilities
- (2) Automatic Coin or Attendant Operated Car Wash Establishments
- (3) Automotive Glass, Trim, and Upholstery Shops
- (4) Bakeries, Wholesale
- (5) Beverage Processing, Bottling and Packing (soft drinks and fruit juices)
- (6) Building and Related Contractors Construction Yards and Storage Buildings
- (7) Candy and Confectionery Manufacturing and Packing
- (8) Cemeteries and Mausoleums
- (9) Chemicals and Allied Products Manufacturing and Packaging
- (10) Dairy Products Manufacturing and/or Wholesale Distribution
- (11) Equestrian Riding Stables and Show Rings
- (12) Farm Machinery and Farm Implements, Sales and Service
- (13) Food Catering
- (14) Fruit and Vegetable Processing (including canning, preserving, drying and freezing)
- (15) Heavy Construction Equipment and Implements (including repair service)
- (16) Industrial Spray Painting and Paint Mixing
- (17) Laundry, Dry Cleaning, and Dyeing Plants
- (18) Massage Salons
- (19) Meat, Fish, or Poultry Markets (including slaughtering and fish cleaning)
- (20) Metals and Metal Products Manufacturing and Assembly
- (21) Moving, Transfer and Storage Warehouse and Distribution Centers
- (22) Multi-family Dwellings, Apartments and Condominiums
- (23) Outdoor Drive-in Theaters
- (24) Pawn Shops
- (25) Pest and Rodent Exterminating Services
- (26) Printing, Publishing, and Allied Products
- (27) Recreational Vehicle Campgrounds
- (28) Rehabilitation Care Facilities (Criminal-psychiatric, mental disorders and substance abuse only)
- (29) Rental Services with Outside Storage

- (30) Sexually Oriented Businesses
- (31) Stone, Glass, and Clay Products Manufacturing
- (32) Textiles and Fiber Products Manufacturing and Assembly
- (33) Water Well Drilling Services
- (34) Welding Shops
- (35) Wholesale Automotive Vehicle and Equipment Establishments
- (36) Wholesale Food Facilities
- (37) Wood, Paper and Leather Products Assembly and Manufacturing

4.18.E Restricted Uses

In the "MHC" Master Highway Corridor Overlay District the following uses shall be restricted as noted below:

- (1) Restrict Outdoor Sales or Storage to a maximum outside display area of twenty-five (25%) of the building area; except that New Automobile Dealerships shall be permitted to display automobiles outside without restrictions.
- (2) Apartment(s) as Secondary Use only with self-service Storage Facilities (mini-warehouses)
- (3) Automotive Repair Shops and Garages, shall be restricted such that repair activities shall be conducted indoors and automobiles awaiting repair shall be screened from view of adjacent properties and from any public right-of-way by the use of living plant materials or masonry walls consistent with building and site character.
- (4) Boats and Marine Craft Sales and Service, with a maximum outside display area of twenty-five (25%) of the building area and all boats and marine craft awaiting repair shall be screened from view of adjacent properties and from any public right-of-way by the use of living plant materials or masonry walls consistent with building and site character.
- (5) Mobile Home, Campers, and Recreation Vehicle Sales and Service, with a maximum outside display area of twenty-five (25%) of the building area and all mobile homes, campers, and recreation vehicles awaiting repair shall be screened from view of adjacent properties and from any public right-of-way by the use of living plant materials or masonry walls consistent with building and site character.
- (6) Convenience stores with drive-through windows must locate the drive-through window and all stacking of the drive-through window to the rear or side of the building and not between the building and the State Highway 121 and 183 frontage road. A roof canopy extension is required to cover the drive-through window pick-up area. Said canopy must be architecturally compatible with the design of the restaurant building.
- (7) Drive-in or drive-through restaurants must locate the drive-through window and all stacking of the drive-through window to the rear or side of the building and not between the building and the Airport Freeway frontage road. A roof canopy extension is required to cover the drive-through window pick-up area. Said canopy must be architecturally compatible with the design of the restaurant building.
- (8) Motorcycle and Motor Scooter Sales and Service, with a maximum outside display area of twenty-five (25%) of the building area and all motorcycles and motor scooters awaiting repair shall be screened from view of adjacent properties and from any public right-of-way by the use of living plant materials or masonry walls consistent with building and site character.
- (9) Self-service Storage Facilities (mini-warehouses), with no outside vehicle or boat storage within view from the public right-of-way.

- (10) Used Car and Truck Sales except that Used Car and Truck Sales shall be permitted as an accessory use to a New Car Dealership under the condition that the land area dedicated to used car sales shall not exceed twenty (20%) percent of the total combined area within the dealership dedicated to new and used car sales.

4.18.F Height and Area Regulations

In addition to the requirements of Section 5.1, Height and Area Regulations the following will apply:

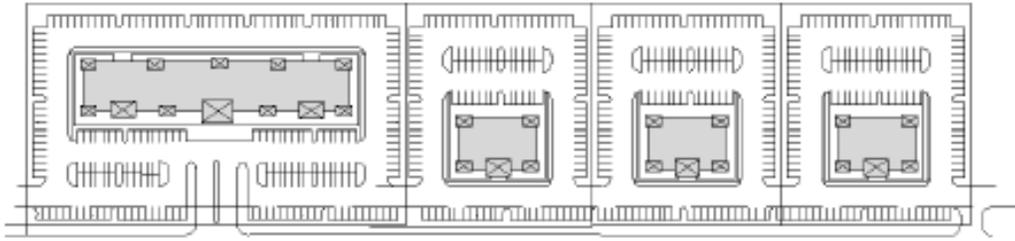
- (1) Non-residential Regulations: The following regulations shall apply to all property having an underlying, non-residential zoning district.
 - a. Maximum height shall be permitted in the underlying district.
 - b. Side and rear yards shall be as permitted in the underlying district.
- (2) Residential Regulations: The height and area regulations shall be as permitted in underlying districts.

4.18.G Parking Regulations and Traffic Circulation

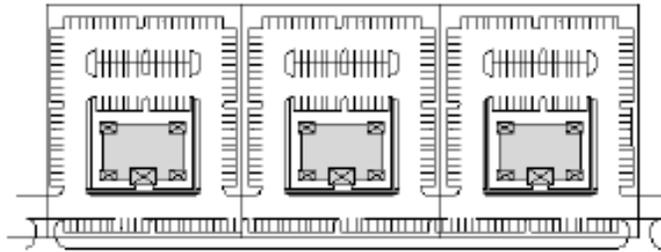
See Section 5.2, Parking & Loading Regulations.

- (1) Non-residential Regulations: The following regulations shall apply to all property having an underlying non-residential zoning district
 - a. Access to individual developments shall be obtained through mutual access and cross-access drives on-site. Multiple driveway entrances for individual lots shall be prohibited, unless it is determined that it is physically impossible to provide shared access to the lot or if extenuating circumstances can be demonstrated and are approved by the City Council after recommendation by the Planning and Zoning Commission.
 - b. A raised curb shall be required for all parking and driving surfaces.
 - c. Curb stops shall be required on all parking spaces that "head-in" to any landscaped area. These curb stops shall be placed so that the overhang of a vehicle is contained totally within the limits of the parking space.
 - d. A traffic circulation plan shall be prepared and provided, with the Specific Use Permit site plan, for all new development. The traffic circulation plan shall identify proposed vehicular and pedestrian connectivity.
 - e. All entrance drives from the State Highway 121 and 183 frontage roads shall be accented with decorative street pavers; and shall be clearly detailed on the site plan.
 - f. Paved parking areas shall have at least ten (10) percent of the paved surface area dedicated to decorative street treatment as approved by the City Engineer.
 - g. Vehicular and pedestrian connections shall be provided to adjacent non-residential and residential developments where such connections will mutually enhance both developments by allowing cross-access. Relief from this requirement may be granted administratively by the Director of Development or his/her designee upon documentation of merit of such relief by the applicant. The Director of Development or his/her designee may defer decision of merit to the Zoning Board of Adjustment at his/her discretion.
- (2) Residential Regulations: Parking regulations and traffic circulation regulations shall be as permitted in the underlying districts.

Master Highway Corridor Frontage Road

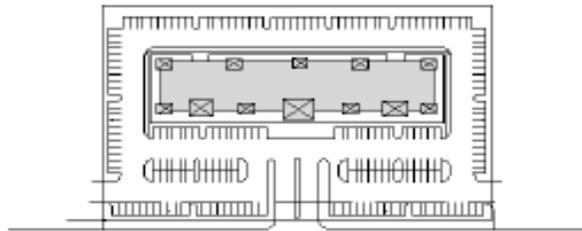


Parking lots should be designed such that a minimum number of curb cuts are required along the Master Highway Corridor frontage road. This may be accomplished by incorporating policies and regulations that require shared driveways and access easements, which run across several properties. The above example illustrates how at least six properties (the two properties adjoining these also have access) may be served by two drive entrances.



Master Highway Corridor Frontage Road

Parking lots for small single tenant commercial developments along the Master Highway Corridor frontage road should utilize shared driveways and should include access easements that require cooperative efforts of adjacent property owners. The zoning ordinance may require shared drives and cross access easements. At the time of platting, each development should be required to extend the easement to the next property.



Master Highway Corridor Frontage Road

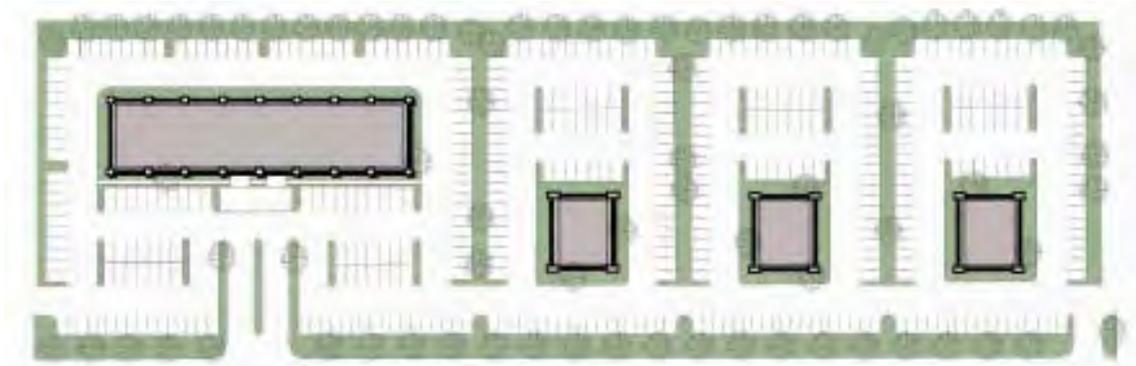
On properties that have larger multi-tenant developments, a central drive entrance should be required. Each development should be required to provide an “entrance throat” that will direct traffic and provide for stacking space at intersections with Highway 121 and 183. This limited access will permit the City and State to control traffic at this location. The development is also required to extend access to both of its borders to enable the traffic access onto Highway 121 and 183 to continue to be controlled.

Note: The locations of buildings and parking areas are typical and do not necessarily represent a recommended pattern. A variety of spacing with parking lots being located in the front yard should be provided.

4.18.H Landscaping and Screening Regulations

Landscaping consisting of live plant material shall be provided for all non-residential development located within the “MHC” Master Highway Corridor Overlay District. In addition to the requirements of Section 5.6, Landscaping Requirements the following will apply:

- (1) Non-residential Regulations: The following regulations shall apply to all property having an underlying, non-residential zoning district designation:
 - a. Thirty (30) foot landscape buffer shall be provided in the front yard area. This thirty (30) feet may be located on the road right of way, to the extent permitted by TXDOT. The applicant must receive written approval from TXDOT prior to submitting any proposal to landscape highway right-of-way to the City for approval. However, the portion of the thirty (30) foot width located on-site shall not be less than ten (10) feet. Any and all of this landscape buffer shall be provided, in addition to the portion initially or subsequently provided within state right-of-way, on site.
 - b. The thirty (30) foot landscape buffer shall contain trees of three (3) inch caliper and twelve (12) feet in height planted on thirty (30) foot centers. Landscape buffer trees shall be trees identified as Desirable Trees in The City of Bedford Subdivision Regulations Article 7, Tree Preservation Ordinance. Additionally, shrubs, berms, or a combination thereof, shall be provided between the trees such that a screen of a minimum of three (3) feet in height shall screen the parking areas.



Master Highway Corridor Frontage Road

Note: Locations of buildings and parking areas are typical and do not necessarily represent a recommended pattern or layout. A variety of spacing with parking lots being located in the front yard should be provided.

4.18.I Development Standards

All development located in the “MHC” Master Highway Corridor Overlay District overlay shall comply with the following development standards:

- (1) All building exteriors shall be constructed of one hundred (100) percent masonry material, exclusive of windows and doors, including the area above the first-floor ceiling-plate line. Alternative construction materials, which are demonstrated to be critical to the architectural theme of the structure, may be used as approved by the City Council upon recommendation by the Planning and Zoning Commission.

- (2) Masonry materials shall be of earth tones and shall be submitted to the Planning and Zoning Commission for recommendation and to the City Council for approval. For the purpose of this section, earth tones shall be understood to consist of darker and pastel shades of the color spectrum, which may generally be found in the natural environment. These colors shall not generally consist of the vibrants or fluorescents of the color spectrum.
- (3) All ground-mounted equipment shall be screened from view with masonry construction similar to the primary structure.
- (4) On structures five thousand (5,000) square feet or less, pitched roof construction will be required. No flat or built-up roof construction shall be permitted. All mechanical equipment shall be screened from view from any public right-of-way by screening which is compatible to the architectural style of the main structure. Line-of-sight drawings will be required to illustrate that adequate screening is provided.
- (5) Design of structures greater than five thousand (5,000) square feet shall include relief to walls and roofs. Single uninterrupted surface-planes shall not be permitted. The roof of structures may be a flat roof construction, but must provide a variation of roofline, which may include a partial pitched roof for architectural relief. Mechanical equipment located on roofs shall be screened from view from any public right-of-way. Line-of-sight drawings will be required to illustrate that adequate screening is provided.
- (6) With the exception of signs located within 25 feet of the frontage roads of State Highway 121 and 183, all freestanding signs shall be ground-mounted monument style signage. The maximum height of monument signs shall be six (6) feet, including structure and sign. The maximum square footage shall be fifty (50) square feet. The structure of the sign shall be constructed of similar masonry material as the primary structure. Pole signs shall be permitted within twenty-five (25) feet of the frontage roads of State Highway 121 and 183.
- (7) Banner signs and signs of a temporary nature, which are deemed to be necessary due to the construction activity of State Highway 121 and 183 may be permitted upon approval of the Administrative official. Such approval may be deferred to the Planning and Zoning Commission and City Council upon the discretion of the Administrative Official.
- (8) Any canopy system must provide columns constructed of similar masonry material as the primary structure.
- (9) The site plan shall provide a lighting plan detailing the layout of fixtures, elevations, lamp type, and average maintained illumination of each fixture.
- (10) Exterior lighting fixtures shall not exceed a maximum height of thirty (30) feet; and shall direct light toward the ground. Alternatives may be approved by the City Council upon recommendation by the Planning and Zoning Commission on a case-by-case basis when used to complement the architectural character of the development.
- (11) An automobile repair shop permitted as an accessory use to a new car dealership shall conduct all repair activities indoors and shall screen all automobiles awaiting repair from view of adjacent properties and from any public right-of-way by the use of living plant materials or masonry walls consistent with the building and site character.
- (12) With the exception of existing buildings and structures, a drive-in or drive-through restaurant must locate the drive-through window and all stacking of the drive-through window to the rear or side of the building and not between the building and the Highway 121 and 183 frontage roads. A roof canopy extension is required to cover the drive-through window pick-up area. Said canopy must architecturally compatible with the design of the restaurant building.
- (13) With the exception of existing buildings and structures, Banks, Savings and Loans, and Finance Offices that utilize a drive-through facility must locate the drive-through window(s) and all stacking of the drive-through window(s) to the rear or side of the building and not between the

building and the Highway 121 and 183 frontage roads. A roof canopy extension is required to cover the drive-through window pick-up area. Said canopy must architecturally compatible with the design of the building.

4.18.J Site Plan

All Zoning Districts underlying the "MHC" Master Highway Corridor Overlay District must have a site plan approved by the City Council before a building permit will be issued. Such site plan must be submitted to the Planning and Zoning Commission prior to presentation of the site plan to the City Council for approval. Such site plan must meet the requirements for site plans, which are detailed in Section 5.4, Site Plan Requirements of this Ordinance. In addition, a color schedule shall be submitted showing the colors to be used for all improvements proposed on the site, including buildings, signage, light fixtures, accessory structures, etc. (Color rendering shall be provided to illustrate the color schedule.)

4.18.K Non-Conforming Situations

Non-conformity shall be governed by the regulations as presented in Section 2.3, "Nonconforming Lots of Record, Nonconforming Uses of Land, Nonconforming Structures, and Nonconforming Uses of Structures and Premises" of this zoning ordinance.

4.18.L Underlying Residentially Zoned Districts

Underlying zoning districts (R-15,000, R-9,000, R-7,500, R-6,500, MD-1, MD-2, MD-3, MD-4, and MF) are exempt from the "MHC" Master Highway Corridor Overlay District regulations. However in the event an underlying zoning district shall change to a non-residential district, being a S-Commercial, L-Commercial, H-Commercial, or I-Commercial zoning district, such non-residential district shall comply with the requirements of the "MHC" Master Highway Corridor Overlay District, with the exception of any legal non-conforming condition as recognized by these zoning ordinances.

Section 4.18 “MHC” Master Highway Corridor Overlay District

4.18.A Purpose

The "MHC", Master Highway Corridor District, is established to provide a set of standards applicable to future development and redevelopment within the State Highway 121 and 183 Corridor areas. These standards are intended to protect and enhance the appearance of the State Hwy-Highway 121 and 183 corridors, promote the unique character of the City of Bedford, protect and enhance property values within the corridor, prevent the establishment of incompatible types of development, and coordinate efforts of various developers within the State Hwy-Highway 121 and 183 corridors.

4.18.B Boundary of Area

The "MHC" Master Highway Corridor Overlay area is designated as the lots, tracts, and parcels of land so indicated on the official zoning map for the City of Bedford. This area ~~initially was determined to~~ consists generally of that property which is located adjacent to and within two hundred (200) feet of the right-of-way of State Hwy-Highway 121 and 183. If any portion of said property is located within the two hundred (200) feet threshold, the entire limits of the property have been included.

<<INSERT GRAPHIC>>

4.18.C Use Regulations

All uses in the underlying districts, as listed in Section 3.1 Schedule of Permitted Principal Uses, shall be permitted in the "MHC", Master Highway Corridor Overlay District, unless otherwise listed in Section 4.18.D Prohibited Uses. The Restricted Uses listed in Section 4.18.E may be allowed with compliance to the restrictions and in accordance with an approved site plan. Accessory uses as permitted in the underlying district shall also be permitted. All legal and valid uses existing on the effective date of this ordinance at specific locations shall remain legal and valid uses. The owners of the property where such uses are located shall be permitted to expand or remodel. All expansions or remodels shall comply with the underlying basic ordinance and the requirements in the "MHC", Master Highway Corridor Overlay District.

4.18.D Prohibited Uses

In the "MHC" Master Highway Corridor Overlay District the following uses shall be prohibited:

- (1) Auction Barns and Facilities
- (2) Automatic Coin or Attendant Operated Car Wash Establishments
- (3) Automotive Glass, Trim, and Upholstery Shops
- (4) Bakeries, Wholesale
- (5) Beverage Processing, Bottling and Packing (soft drinks and fruit juices)
- (6) Building and Related Contractors Construction Yards and Storage Buildings
- (7) Candy and Confectionery Manufacturing and Packing
- (8) Cemeteries and Mausoleums
- (9) Chemicals and Allied Products Manufacturing and Packaging
- (10) Dairy Products Manufacturing and/or Wholesale Distribution
- (11) Equestrian Riding Stables and Show Rings
- (12) Farm Machinery and Farm Implements, Sales and Service
- (13) Food Catering
- (14) Fruit and Vegetable Processing (including canning, preserving, drying and freezing)
- (15) Heavy Construction Equipment and Implements (including repair service)
- (16) Industrial Spray Painting and Paint Mixing
- (17) Laundry, Dry Cleaning, and Dyeing Plants
- (18) Massage Salons
- (19) Meat, Fish, or Poultry Markets (including slaughtering and fish cleaning)
- (20) Metals and Metal Products Manufacturing and Assembly
- (21) Moving, Transfer and Storage Warehouse and Distribution Centers
- (22) Multi-family Dwellings, Apartments and Condominiums
- (23) Outdoor Drive-in Theaters
- (24) Pawn Shops**
- (25) Pest and Rodent Exterminating Services
- (26) Printing, Publishing, and Allied Products
- (27) Recreational Vehicle Campgrounds
- (28) Rehabilitation Care Facilities (Criminal-psychiatric, mental disorders and substance abuse only)
- (29) Rental Services with Outside Storage

(30) Sexually Oriented Businesses

- (31) Stone, Glass, and Clay Products Manufacturing
- (32) Textiles and Fiber Products Manufacturing and Assembly
- (33) Water Well Drilling Services
- (34) Welding Shops
- (35) Wholesale Automotive Vehicle and Equipment Establishments
- (36) Wholesale Food Facilities
- (37) Wood, Paper and Leather Products Assembly and Manufacturing

4.18.E Restricted Uses

In the "MHC" Master Highway Corridor Overlay District the following uses shall be restricted as noted below:

- (1) Restrict Outdoor Sales or Storage to a maximum outside display area of twenty-five (25%) of the building area; except that New Automobile Dealerships shall be permitted to display automobiles outside without restrictions.
- (2) Apartment(s) as Secondary Use only with self-service Storage Facilities (mini-warehouses)
- (3) Automotive Repair Shops and Garages, shall be restricted such that repair activities shall be conducted indoors and automobiles awaiting repair shall be screened from view of adjacent properties and from any public right-of-way by the use of living plant materials or masonry walls consistent with building and site character.
- (4) Boats and Marine Craft Sales and Service, with a maximum outside display area of twenty-five (25%) of the building area and all boats and marine craft awaiting repair shall be screened from view of adjacent properties and from any public right-of-way by the use of living plant materials or masonry walls consistent with building and site character.
- (5) Mobile Home, Campers, and Recreation Vehicle Sales and Service, with a maximum outside display area of twenty-five (25%) of the building area and all mobile homes, campers, and recreation vehicles awaiting repair shall be screened from view of adjacent properties and from any public right-of-way by the use of living plant materials or masonry walls consistent with building and site character.
- (6) Convenience stores with drive-through windows must locate the drive-through window and all stacking of the drive-through window to the rear or side of the building and not between the building and the State Highway 121 and 183 Airport Freeway frontage road. A roof canopy extension is required to cover the drive-through window pick-up area. Said canopy must be architecturally compatible with the design of the restaurant building.
- (7) Drive-in or drive-through restaurants must locate the drive-through window and all stacking of the drive-through window to the rear or side of the building and not between the building and the Airport Freeway frontage road. A roof canopy extension is required to cover the drive-through window pick-up area. Said canopy must be architecturally compatible with the design of the restaurant building.
- (8) Motorcycle and Motor Scooter Sales and Service, with a maximum outside display area of twenty-five (25%) of the building area and all motorcycles and motor scooters awaiting repair shall be screened from view of adjacent properties and from any public right-of-way by the use of living plant materials or masonry walls consistent with building and site character.
- (9) Self-service Storage Facilities (mini-warehouses), with no outside vehicle or boat storage within view from the public right-of-way.

- (10) Used Car and Truck Sales except that Used Car and Truck Sales shall be permitted as an accessory use to a New Car Dealership under the condition that the land area dedicated to used car sales shall not exceed twenty (20%) percent of the total combined area within the dealership dedicated to new and used car sales.

4.18.F Height and Area Regulations

In addition to the requirements of Section 5.1, Height and Area Regulations the following will apply:

- (1) Non-residential Regulations: The following regulations shall apply to all property having an underlying, non-residential zoning district.
 - a. Maximum height shall be permitted in the underlying district.
 - b. ~~Minimum front yard setback from the front property line of the property contiguous to State Highway 121 and 183 shall be thirty (30) feet. Property with existing structures, which have been subject to a reduction of front yard area due to acquisition of right of way for construction of US Highway 121 or 183, shall be exempt from the thirty (30) foot minimum front yard setback requirement.~~
 - c. Side and rear yards shall be as permitted in the underlying district.
- (2) Residential Regulations: The height and area regulations shall be as permitted in underlying districts.

4.18.G Parking Regulations and Traffic Circulation

See Section 5.2, Parking & Loading Regulations.

- (1) Non-residential Regulations: The following regulations shall apply to all property having an underlying non-residential zoning district
 - a. Access to individual developments shall be obtained through mutual access and cross-access drives on-site. Multiple driveway entrances for individual lots shall be prohibited, unless it is determined that it is physically impossible to provide shared access to the lot or if extenuating circumstances can be demonstrated and are approved by the City Council after recommendation by the Planning and Zoning Commission.
 - b. A raised curb shall be required for all parking and driving surfaces.
 - c. Curb stops shall be required on all parking spaces that "head-in" to any landscaped area. These curb stops shall be placed so that the overhang of a vehicle is contained totally within the limits of the parking space.
 - d. A traffic circulation plan shall be prepared and provided, with the Specific Use Permit site plan, for all new development. [The traffic circulation plan shall identify proposed vehicular and pedestrian connectivity.](#)
 - e. All entrance drives from the State Highway 121 and 183 frontage roads shall be accented with decorative street pavers; and shall be clearly detailed on the site plan.
 - f. Paved parking areas shall have at least ten (10) percent of the paved surface area dedicated to decorative street treatment as approved by the City Engineer.

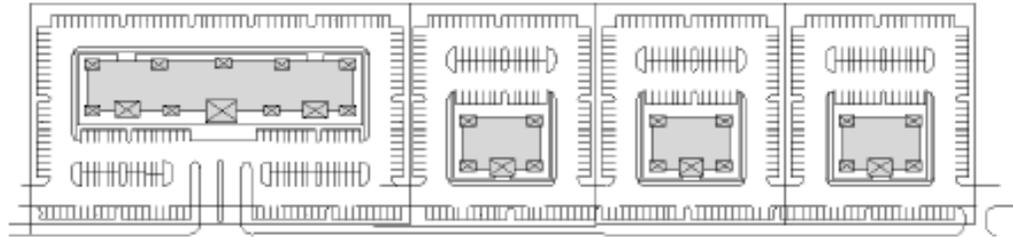
~~[Vehicular and pedestrian connections shall be provided to adjacent non-residential and residential developments where such connections will mutually enhance both developments by allowing cross-access. Relief from this requirement may be granted administratively by the Director of Development or his/her designee upon documentation of merit of such relief by the applicant. The Director of](#)~~

Development or his/her designee may defer decision of merit to the Zoning Board of Adjustment at his/her discretion.

The reduction of parking lot area through acquisition by governmental police power, including driving lanes, parking spaces, and parking lot landscaping on non-commercial properties with existing structures, as of the effective date of this ordinance, shall be permitted upon application and approval by the administrative official. Said parking lot area, including driving lanes, parking spaces, and parking lot landscaping shall be considered as meeting the zoning regulation for the City of Bedford and are not considered as being a non-conforming condition.

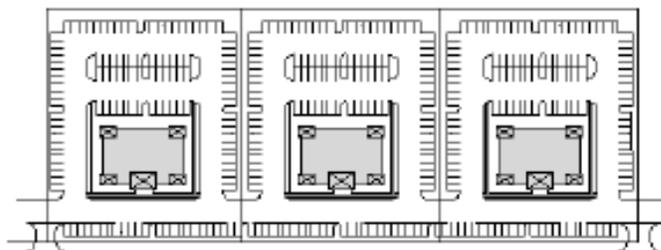
- g. Vehicular and pedestrian connections shall be provided to adjacent non-residential and residential developments where such connections will mutually enhance both developments by allowing cross-access. Relief from this requirement may be granted administratively by the Director of Development or his/her designee upon documentation of merit of such relief by the applicant. The Director of Development or his/her designee may defer decision of merit to the Zoning Board of Adjustment at his/her discretion.*

- (2) Residential Regulations: Parking regulations and traffic circulation regulations shall be as permitted in the underlying districts.



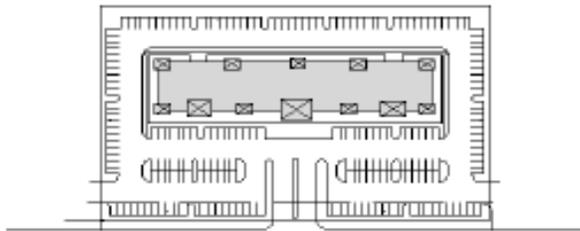
Master Highway 121 Corridor Frontage Road

Parking lots should be designed such that a minimum number of curb cuts are required along the Master Highway Corridor Hwy 121 frontage road. This may be accomplished by incorporating policies and regulations that require shared driveways and access easements, which run across several properties. The above example illustrates how at least six properties (the two properties adjoining these also have access) may be served by two drive entrances.



Master Highway 121 Corridor Frontage Road

Parking lots for small single tenant commercial developments along the Master Highway Corridor Hwy 121 frontage road should utilize shared driveways and should include access easements that require cooperative efforts of adjacent property owners. The zoning ordinance may require shared drives and cross access easements. At the time of platting, each development should be required to extend the easement to the next property.



Master Highway 121 Corridor Frontage Road

On properties that have larger multi-tenant developments, a central drive entrance should be required. Each development should be required to provide an “entrance throat” that will direct traffic and provide for stacking space at intersections with Hwy 121 Highway 121 and 183. This limited access will permit the City and State to control traffic at this location. The development is also required to extend access to both of its borders to enable the traffic access onto Highway 121 and 183 Hwy 121 to continue to be controlled.

Note: The locations of buildings and parking areas are typical and do not necessarily represent a recommended pattern. A variety of spacing with parking lots being located in the front yard should be provided.

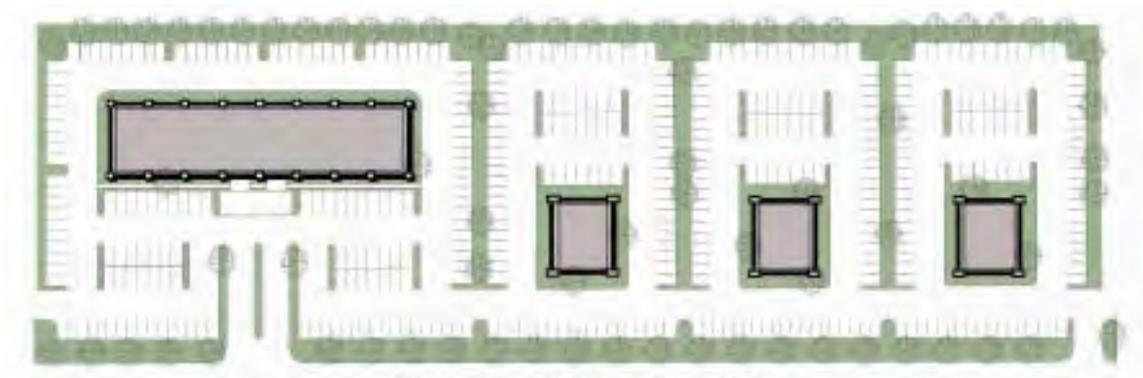
4.18.H Landscaping and Screening Regulations

Landscaping consisting of live plant material shall be provided for all non-residential development located within the “MHC” Master Highway Corridor Overlay District State Hwy 121 Overlay district. In addition to the requirements of Section 5.6, Landscaping Requirements the following will apply:

- (1) Non-residential Regulations: The following regulations shall apply to all property having an underlying, non-residential zoning district designation:
 - a. Thirty (30) foot landscape buffer shall be provided in the front yard area. This thirty (30) feet may be located on the road right of way, to the extent permitted by TXDOT. The applicant must receive written approval from TXDOT prior to submitting any proposal to landscape highway right-of-way to the City for approval. However, the portion of the thirty (30) foot width located on-site shall not be less than ten (10) feet. Any and all of this landscape buffer shall be provided, in addition to the portion initially or subsequently provided within state right-of-way, on site.

- b. The thirty (30) foot landscape buffer shall contain trees of three (3) inch caliper and twelve (12) feet in height planted on thirty (30) foot centers. Landscape buffer trees shall be trees identified as Desirable Trees in The City of Bedford Subdivision Regulations Article 7, Tree Preservation Ordinance. Additionally, shrubs, berms, or a combination thereof, shall be provided between the trees such that a screen of a minimum of three (3) feet in height shall screen the parking areas.

~~Property with existing structures, which have been subject to a reduction of front yard area due to acquisition of right of way for construction of US Highway 121 or 183, shall be exempt from the thirty (30) foot landscape buffer requirement. These properties may be subject to the relief provision as provided in Section 5.6.J.~~



Master Highway 121 Corridor Frontage Road

Note: Locations of buildings and parking areas are typical and do not necessarily represent a recommended pattern or layout. A variety of spacing with parking lots being located in the front yard should be provided.

Highway Corridor Landscaping Design

~~Residential Regulations: Screening consisting of any combination of berms, live plant material, and decorative walls must be provided along any perimeter boundary abutting the rights of way of State Hwy 121 Highway 121 and 183 for all new residential development receiving a building permit for construction after February 1, 1998<<INSERT DATE>>. This screening shall be constructed, installed, or located such that it provides a sound and visual barrier from State Hwy 121 Highway 121 and 183. The applicant shall submit an acoustical mitigation plan, provided by a registered professional engineer qualified in acoustics, for approval prior to the final platting of any property with an underlying residential district designation. The acoustical mitigation plan must meet the decibel limits as recorded in Section 54-34, Noise of Article II, Bedford City Code.~~

4.18.I Development Standards

All development located in the “MHC” Master Highway Corridor Overlay District overlay shall comply with the following development standards:-:

- (1) All building exteriors shall be constructed of one hundred (100) percent masonry material, exclusive of windows and doors, including the area above the first-floor ceiling-plate line. Alternative construction materials, which are demonstrated to be critical to the architectural

theme of the structure, may be used as approved by the City Council upon recommendation by the Planning and Zoning Commission.

- (2) Masonry materials shall be of earth tones and shall be submitted to the Planning and Zoning Commission for recommendation and to the City Council for approval. For the purpose of this section, earth tones shall be understood to consist of darker and pastel shades of the color spectrum, which may generally be found in the natural environment. These colors shall not generally consist of the vibrants or fluorescents of the color spectrum.
- (3) All ground-mounted equipment shall be screened from view with masonry construction similar to the primary structure.
- (4) On structures five thousand (5,000) square feet or less, pitched roof construction will be required. No flat or built-up roof construction shall be permitted. All mechanical equipment shall be screened from view from any public right-of-way by screening which is compatible to the architectural style of the main structure. Line-of-sight drawings will be required to illustrate that adequate screening is provided.
- (5) Design of structures greater than five thousand (5,000) square feet shall include relief to walls and roofs. Single uninterrupted surface-planes shall not be permitted. The roof of structures may be a flat roof construction, but must provide a variation of roofline, which may include a partial pitched roof for architectural relief. Mechanical equipment located on roofs shall be screened from view from any public right-of-way. Line-of-sight drawings will be required to illustrate that adequate screening is provided.
- ~~(6)~~—With the exception of signs located within 25 feet of the frontage roads of State ~~Hwy 121 and 183~~ Highway 121 and 183, all freestanding signs shall be ground-mounted monument style signage. The maximum height of monument signs shall be six (6) feet, including structure and sign. The maximum square footage shall be fifty (50) square feet. The structure of the sign shall be constructed of similar masonry material as the primary structure. Pole signs shall be permitted within twenty-five (25) feet of the frontage roads of State ~~Hwy 121 and 183~~ Highway 121 and 183.
- (6)
- (7) Banner signs and signs of a temporary nature, which are deemed to be necessary due to the construction activity of ~~SH 121 and SH 183~~ State Highway 121 and 183 may be permitted upon approval of the Administrative official. Such approval may be deferred to the Planning and Zoning Commission and City Council upon the discretion of the Administrative Official.
- (8) Any canopy system must provide columns constructed of similar masonry material as the primary structure.
- (9) The site plan shall provide a lighting plan detailing the layout of fixtures, elevations, lamp type, and average maintained illumination of each fixture.
- (10) Exterior lighting fixtures shall not exceed a maximum height of thirty (30) feet; and shall direct light toward the ground. Alternatives may be approved by the City Council upon recommendation by the Planning and Zoning Commission on a case-by-case basis when used to complement the architectural character of the development.
- (11) An automobile repair shop permitted as an accessory use to a new car dealership shall conduct all repair activities indoors and shall screen all automobiles awaiting repair from view of adjacent properties and from any public right-of-way by the use of living plant materials or masonry walls consistent with the building and site character.
- ~~(12)~~—With the exception of existing buildings and structures, a drive-in or ~~drive~~ drive-through restaurant must locate the drive-through window and all stacking of the drive-through window

to the rear or side of the building and not between the building and the [Airport Freeway Highway 121 and 183](#) frontage roads. A roof canopy extension is required to cover the drive-through window pick-up area. Said canopy must architecturally compatible with the design of the restaurant building.

(12)

- (13) ~~With the exception of existing buildings and structures, Banks, Savings and Loans, and Finance Offices that utilize a drive-through facility must locate the drive-through window(s) and all stacking of the drive-through window(s) to the rear or side of the building and not between the building and the Highway 121 and 183 frontage roads. A roof canopy extension is required to cover the drive-through window pick-up area. Said canopy must architecturally compatible with the design of the restaurant building.~~

4.18.J Site Plan

All Zoning Districts underlying the "MHC" ~~Master~~ Highway Corridor Overlay District must have a site plan approved by the City Council before a building permit will be issued. Such site plan must be submitted to the Planning and Zoning Commission prior to presentation of the site plan to the City Council for approval. Such site plan must meet the requirements for site plans, which are detailed in Section 5.4, Site Plan Requirements of this Ordinance. In addition, a color schedule shall be submitted showing the colors to be used for all improvements proposed on the site, including buildings, signage, light fixtures, accessory structures, etc. (Color rendering shall be provided to illustrate the color schedule.)

4.18.K Non-Conforming Situations

Non-conformity shall be governed by the regulations as presented in Section 2.3, "Nonconforming Lots of Record, Nonconforming Uses of Land, Nonconforming Structures, and Nonconforming Uses of Structures and Premises" of this zoning ordinance.

~~All structures that are nonconforming at the time of the adoption of the "HC", Highway Corridor Overlay District, or which are deemed nonconforming as a result of the regulations presented herein, shall be subject to the following:~~

- ~~(1) As pertaining to use only, existing uses that are legal uses in the underlying districts but are caused to be nonconforming by the regulations in the "HC", Highway Corridor Overlay District, shall be considered as being legally conforming uses. However, the site and area requirements of 4.18.G, "Landscaping and Screening Regulations", and 4.18.H, "Development Standards" shall not be given legal nonconforming status; but shall be subject to the regulations of this section. The only provision of 4.18.H, "Development Standards", applicable to nonconforming structures is 4.18.H (3)~~
- ~~(2) Non-conformity shall be governed by the regulations as presented in Section 2.3, "Nonconforming Lots, Nonconforming Uses of Land, Nonconforming Structures and Nonconforming Uses of Structures and Premises" of this zoning ordinance, with the exception of Section 4.18.G, "Landscaping and Screening Regulations", and 4.18.H, "Development Standards".~~
- ~~(3) All area related non-conformities relative to Section 4.18.G, "Landscaping and Screening Regulations", and 4.18.H, "Development Standards" shall be brought into compliance prior to March 1, 2003. This does not apply to structures, which do not meet the architectural standards defined in this Section 4.18, "HC" Highway Corridor Overlay District.~~
- ~~(4) Any site, which is nonconforming to those regulations listed in Section 4.18.G, "Landscaping and Screening Regulations", and 4.18.H, "Development Standards", shall submit a site~~

assessment, in the form on a site plan, which indicates the manner in which any applicable nonconformity will be brought into compliance.

- (5) Any site requiring a site assessment, in the form of a site plan as stated in item d above, shall be submitted prior to March 1, 1999. The zoning administrator shall be authorized to approve any site assessment plan that meets the requirements of the "HC" Highway Corridor Overlay district. Site assessment plans, which are determined by the zoning administrator to not meet the requirements of the "HC" Corridor Overlay district, shall be subject to approval by the City Council, upon recommendation by the Planning and Zoning Commission.
- (6) Relief to any nonconforming situation caused by Section 4.18.G, "Landscaping and Screening Regulations", and 4.18.H, "Development Standards" may be provided by the City Council upon recommendation by the Planning and Zoning Commission, upon demonstration that unusual and extraordinary conditions exists, which are beyond the control of the applicant.

~~4.18.L Maintenance Agreements~~

~~An agreement, in perpetuity, as approved by the City, shall be signed by the applicant/owner for maintenance of all landscape areas, sidewalks, parking and driving areas, and parking lot lighting. The maintenance agreement shall be a covenant running with the land and shall be filed for record in the Deed of Records of Tarrant County and binding on all owners, lessees, successors, and assigns of the subject property or any part thereof. The maintenance agreement shall include the maintenance of sidewalks, lighting systems, parking areas, irrigation and sprinkler systems, and the care of all required landscaping, trees, shrubs, grass, and all other live plant material.~~

~~4.18.L Conditional Exemption~~

~~A property is exempted from the regulations contained in this section (Section 4.18 – Highway Corridor Overlay district) to the extent that it has been altered, changed or affected, resulting from the exercise of governmental police powers and the area, location, or quantity of property has been physically impacted due to construction or widening of S.H. 183/121. Said exemption shall be granted administratively by the Administrative Official upon documentation of said change or loss to the property or structure. The Administrative Official may, upon his/her discretion defer the approval of said exemption to the Planning and Zoning Commission; or the applicant may appeal the decision of the Administrative Official to the Planning and Zoning Commission. In such case, the decision of the Planning and Zoning Commission shall be deemed final and further appeal shall be to District Court.~~

~~4.18.L Underlying Residentially Zoned Districts~~

~~*Underlying zoning districts (R-15,000, R-9,000, R-7,500, R-6,500, MD-1, MD-2, MD-3, MD-4, and MF) are exempt from the "MHC" Master Highway Corridor Overlay District regulations. However in the event an underlying zoning district shall change to a non-residential district, being a S-Commercial, L-Commercial, H-Commercial, or I-Commercial zoning district, such non-residential district shall comply with the requirements of the "MHC" Master Highway Corridor Overlay District, with the exception of any legal non-conforming condition as recognized by these zoning ordinances.*~~

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF FEBRUARY 28, 2013**

APPROVED

Motion: Commissioner Henning made a motion to approve the meeting minutes of January 24, 2013, correct as written.

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

Motion approved 7-0-0 Chairman Stroope declared the motion approved.

PUBLIC HEARING

- 3. Zoning Case Z-233, public hearing and consider a request to rezone a portion of property known as Lot 3, Block 1, Parkwood Village Addition, located at 201 Harwood Road, Suite 150, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Banquet and Meeting Facilities. The property is generally located north of Harwood Road and west of Brown Trail.**

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager who reviewed Zoning Case Z-233.

There was no one present to represent this case.

Chairman Stroope opened the public hearing at 7:10 PM and there being no one to speak, left the public hearing open until the next Planning and Zoning meeting.

The Commission discussed the application. The Commission wanted to know the hours of operation for Sundays.

Motion: Commissioner Carlson made a motion to table Zoning Case Z-233 to the next scheduled Planning and Zoning meeting.

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

Motion approved 7-0-0. Chairman Stroope declared the motion approved.

- 4. Zoning Ordinance Amendment A-032, public hearing and consider an amendment to Ordinance No. 2275, being a Zoning Ordinance of the City of Bedford; creating an amended "HC" Highway Corridor Overlay District which contains parcels located adjacent to State Highway 183, State Highway 121 and Cheek Sparger Road; and replacing the existing "HC" Highway Corridor Overlay District and repealing the "CSED" Cheek-Sparger Entrance District.**

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager, who summarized Ordinance Amendment A-032 and introduced Dan Boutwell, City Planner Consultant, Municipal Planning Resources (MPRG) who reviewed Zoning Ordinance A-032.

Chairman Stroope opened the public hearing at 7:49 PM, and recognized the following:

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF FEBRUARY 28, 2013**

APPROVED

Bob Archer, 724 Kentwood Circle, Bedford Texas, stated the residential properties should be removed from the Highway Corridor map.

Coy Quine, 301 South Sherman, Suite 100, Richardson, Texas, stated the proposed Highway Corridor Overlay District would negatively affect the ability of his businesses to continue operations by putting financial burdens on the business to comply with the new regulations and standards if the need to rebuild after a disaster were to occur.

Al Zim, 1804 Reliance Parkway, Bedford, Texas, stated the proposed Highway Corridor Overlay District would negatively affect the ability of his businesses to continue operations by putting financial burdens on the business to comply with the new regulations if there is a change in the use of the building, and there is need to rebuild after a disaster were to occur.

The following people spoke in favor of removing residentially zoned properties from the Highway Corridor Overlay District map.

Keith Quigley, 3849 Brookshire, Bedford, Texas.

Darrell Hart, 609 Kentwood Circle, Bedford Texas.

Erin Gisler, 2414 Durango Ridge, Bedford, Texas.

Robert Bradley, 705 Saddlebrook Drive, Bedford, Texas.

Chairman Stroope closed the public hearing at 8:38 PM.

The Commission discussed the application.

Motion: Commissioner Henning made a motion to approve Zoning Ordinance Amendment A-032 with the following stipulations:

- Amend the Highway Corridor Overlay District map, to remove all residentially zoned properties.
- Reinstate: (24) Pawn Shops and (30) Sexually Oriented Businesses in Section 4.18D Prohibited Uses.
- Remove Section 4.18.G, (1) h. Parking Regulations and Traffic Circulation
- Remove Section 4.18.H, (1) c. Landscaping and Screening Regulations

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

Ayes: Commissioners Sinisi, Henning, Austin, Pierson, Vice Chairman Reese, Chairman Stroope

Nays: Commissioner Carlson

Abstention: None

Motion approved 6-1-0. Chairman Stroope declared the motion approved.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF FEBRUARY 28, 2013**

APPROVED

ADJOURNMENT

Chairman Stroope adjourned the Planning and Zoning meeting at 8:56 PM.

**Chairman Stroope, Chairman
Planning and Zoning Commission**

ATTEST:

**Yolanda Alonso
Planning and Zoning Secretary**



CITY OF
BEDFORD

Discover the Center

March 5, 2013

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Tuesday, March 5, 2013

FROM:

City of Bedford
Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" Thursday, March 7, 2013.

MESSAGE:

CITY OF BEDFORD
PUBLIC HEARING

The City of Bedford City Council will hold a Public Hearing on the following amendment to the Zoning Ordinance on Tuesday, March 26, 2013 at 6:30 PM, at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consideration of an amendment to Ordinance No. 2275, being a Zoning Ordinance of the City of Bedford; creating an amended "HC" Highway Corridor Overlay District which contains parcels located adjacent to State Highway 183, State Highway 121 and Cheek Sparger Road; and replacing the existing "HC" Highway Corridor Overlay District and repealing the "CSED" Cheek-Sparger Entrance District. A-032

Yolanda Alonso
Planning and Zoning



Council Agenda Background

PRESENTER: Jacquelyn Reyff, Planning Manager

DATE: 03/26/13

Council Mission Area: Foster economic growth.

ITEM:

Consider an ordinance amending Chapter 66, “Health and Sanitation” of the City of Bedford Code of Ordinances by amending Section 66-63. “Definitions” and adding a new Section 66-44. “Mobile Food Units”; providing that this ordinance shall be cumulative; providing a severability clause; providing a savings clause; providing a penalty clause; and providing an effective date.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Staff will present to the City Council proposed changes to Chapter 66, “Health and Sanitation”, of the City of Bedford Code of Ordinances regarding the addition of a section to this chapter for “mobile food units”. The attached ordinance does not create a food truck park; rather, this ordinance creates an opportunity for food trucks to park in the parking lots of existing businesses.

The rise in popularity of food trucks has created a desire for them within the City of Bedford. The City of Bedford Code of Ordinances currently does not recognize “mobile food units” and in order to allow for their use this amendment was needed. This section of the ordinance defines a “mobile food unit” and gives specific details to allow them within the City of Bedford under certain conditions.

The City Council was provided the draft ordinance prior to this meeting and has provided input, which is included in the current draft as applicable.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Chapter 66, “Health and Sanitation” of the City of Bedford Code of Ordinances by amending Section 66-63. “Definitions” and adding a new Section 66-44. “Mobile Food Units”; providing that this ordinance shall be cumulative; providing a severability clause; providing a savings clause; providing a penalty clause; and providing an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance

ORDINANCE NO. 13-

AN ORDINANCE AMENDING CHAPTER 66, "HEALTH AND SANITATION" OF THE CITY OF BEDFORD CODE OF ORDINANCES BY AMENDING SECTION 66-63. "DEFINITIONS" AND ADDING A NEW SECTION 66-44. "MOBILE FOOD UNITS"; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bedford is a home rule City acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the City Council of Bedford, Texas has a substantial interest in protecting the health, safety, welfare, convenience and enjoyment of the general public from injury which may be caused by the unregulated placement, movement and use of mobile food units.

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

SECTION 1. Sec. 66-33. - Definitions is hereby amended to read:

The words "mobile food unit" means a self-contained, licensed, motorized vehicle, which is temporarily stored on a privately owned lot where food items are cooked, processed or portioned for service, sales, and are sold to the general public.

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

SECTION 2. Sec. 66-44. is hereby added to read:

Sec. 66-44. - Mobile Food Units

Mobile Food Units are subject to the following regulations:

a) Location:

- 1) All mobile food units must be located on a parcel, which is appropriately zoned for commercial development.**
- 2) Mobile food units shall be located on an individual private parcel, where an existing permanent business operates in a building with a certificate of occupancy.**
- 3) Mobile food units shall provide the City with a copy of written permission from the property owner on an annual basis to allow the operation of a mobile food unit and to allow the mobile food unit and their customers access to a commercially plumbed public restroom on-site.**
- 4) A mobile food unit shall submit a site plan depicting the location of the mobile food unit on the property; shall secure a current mobile food unit permit; and supply Food Handler Cards from Tarrant County, providing copies of these documents to the City of Bedford.**
- 5) Mobile food units shall be located within five hundred (500) feet of an entrance of a primary building that holds the certificate of occupancy.**
- 6) No mobile food units shall be located on a vacant lot.**

ORDINANCE NO. 13-

- 7) **No mobile food units, their merchandise, advertising, or seating shall obscure traffic sight visibility.**
 - 8) **No mobile food units operating under this regulation shall be allowed to sell or service food on any public street, sidewalk, or other public right-of-way unless approved in writing by the City of Bedford.**
 - 9) **Mobile food units shall not operate in driveways or fire lanes.**
 - 10) **Mobile food units including any applicable seating may operate in parking spaces in a commercially zoned individual property, parcel, tract or platted lot, if the required parking for the center remains in compliance with the parking code located in the City of Bedford Zoning Ordinance Section 5.2. A site plan indicating the specific location is required.**
 - 11) **Mobile food units shall be removed from the parcel on a daily basis and may only operate during the business hours of the primary business and may not be parked longer than twelve (12) hours.**
- b) **Vehicle: All mobile food units shall have a valid vehicle registration, motor vehicle operator's license, proof of vehicle liability insurance, and a Texas Sales Tax Permit.**
- c) **Operational Issues:**
- 1) **A drive-through is not permitted in conjunction with the mobile food unit and shall not provide a drive-through service of any kind.**
 - 2) **All mobile food units shall be equipped with a self-closing lidded, trash receptacle. The trash receptacle must be placed outside next to the mobile food units for use by the patrons of the unit. The area around the mobile food units shall be kept clean and free from litter, garbage, and debris.**
 - 3) **Temporary connections to potable water are prohibited. Water shall be from an internal tank, and electricity shall be from a generator or an electrical outlet via a portable cord that is in conformance with the Electrical Code as adopted by the City of Bedford.**
 - 4) **Except as otherwise limited by the City of Bedford Code of Ordinances, or other City Codes, a mobile food unit may utilize outside seating consisting of a portable table and a seating capacity of not to exceed four (4).**
 - 5) **Except as otherwise limited by City Codes, a mobile food unit shall be allowed amplified music as long as such music shall not violate the nuisance definitions of noise established by Section 54-31 of the Bedford Code of Ordinances.**
 - 6) **If wanting to serve alcoholic beverages, a mobile food vendor shall follow all necessary Texas Alcoholic Beverage Commission and the City of Bedford requirements.**
 - 7) **A Hold-Harmless Agreement is required to be completed with the City of Bedford if the mobile food unit is to be located on City of Bedford property.**
 - 8) **Owners of any mobile food unit must sign a notarized statement that they acknowledge and accept a minimum amount of \$1,000,000 liability insurance, that covers the mobile food unit, must be maintained at all times and that proof of such insurance coverage can be demanded to be provided to the City upon three (3) working days notice to the owner.**
 - 9) **All of the requirements for this Section pertain to Civic and Special Events per Section 5.10.D.**

ORDINANCE NO. 13-

12) No mobile food unit shall operate before first obtaining a permit from the City of Bedford.

13) No more than three (3) mobile food units may be located on a parcel at any one time or at the same location for consecutive weeks unless one of the following occurs:

i) Additional mobile food units greater than three (3) may be considered through Civic Events and/or Special Events per Section 5.10.C of the City of Bedford Zoning Ordinance. Staff will consider the reason for the request; the number of available parking spaces on the lot; whether an increased number of mobile food units would be compatible with the existing use and permitted development of adjacent properties; and any other issues Staff considers to be relevant; and/or the owner of the primary business establishes through Staff permission with the City of Bedford a list of specific dates within a calendar year in which multiple food units may be allowed on the property. This request shall include a site plan and documentation showing:

(1) Indication of appropriate level of parking;

(2) Safe areas for seating for patrons of the mobile food units;

(3) Appropriate documentation of permission of use, adequate public access restroom facilities and valid certificate of occupancy of the primary business owner; and

(4) City of Bedford sponsored Civic and Special Events may have more than one mobile unit allowed, and may not be required to get Staff approval.

ii) If approved by Staff, a property owner initiated request shall be valid for 90 days. If there have been no previous outstanding code violations; a renewal after 90 days may be possible.

14) Mobile food unit permit fees are located in Appendix A "Schedule of Fees" City of Bedford Code of Ordinances.

d) Exemptions: All events, activities, and festivals specifically approved by the City Council are exempt from these regulations, but shall comply with appropriate regulations of the Code of Ordinances of the City of Bedford.

SECTION 3. All rights and remedies of the City of Bedford are expressly saved as to any and all violations of the provisions of any ordinances affecting the regulation and control of the use, occupancy, maintenance, repair, design, construction and quality of materials for buildings and structures within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 4. SAVING CLAUSE. That the Code of Ordinances of the City of Bedford, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. PENALTY FOR VIOLATION. Any person, firm, or corporation violating any of the terms and provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1, "General Provisions," Section 1-12, "General Penalty," Bedford Code of Ordinances. Each such violation shall be deemed a separate offense and shall be punishable as such hereunder.

ORDINANCE NO. 13-

SECTION 6. SEVERABILITY CLAUSE. That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 7. EFFECTIVE DATE. This ordinance shall be in full force and effect from the date of adoption by the City Council of the City of Bedford.

PASSED AND APPROVED this 26th day of March 2013, by a vote of _ ayes, _ nays and _ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: David Miller, Deputy City Manager

DATE: 03/26/13

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

ITEM:

Consider an ordinance amending Ordinance No. 08-2905 awarding the contract to Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., for Solid Waste Collection Services to include Article II. "Definitions"; Article IV. Section K. "Indemnification"; Article IV. Section W. "Modification of Rates"; and granting an extension of the contract for an additional five year term commencing on January 14, 2014.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Allied Waste approached the City several months ago regarding the possibility of extending their waste/recycle contract with the City. The current contract is set to expire January 2014. Allied has offered an extension rate that includes a series of increases over the course of six years. These increases are 3.75% beginning in May, 2013, 3.75% effective May, 2015 and 3.75% effective May 2017. In addition, the amendments include a definition of excluded waste. The actual provision has not changed from the original contract; however, the definition had been excluded. This adds the definition into the contract for clarification purposes only. Also included is a change to the Indemnification Clause negotiated per Council direction.

If approved, this will be the third amendment to the Solid Waste contract inclusive of the first renewal, an amendment passed in 2009 regarding notification of rate increase requests and an amendment passed in 2010 regarding a change in collection dates and storm cleanup rates.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Ordinance No. 08-2905 awarding the contract to Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., for Solid Waste Collection Services to include Article II. "Definitions"; Article IV. Section K. "Indemnification"; Article IV. Section W. "Modification of Rates"; granting an extension of the contract for an additional five year term commencing on January 14, 2014; providing a severability clause; and setting forth an effective date.

FISCAL IMPACT:

Current Residential/Senior Rate: \$7.15
May 2013: \$7.42
May 2015: \$7.70
May 2017: \$7.98

Commercial rates depend on the size of the dumpsters. Details can be found in the attached rate sheets.

ATTACHMENTS:

Ordinance
Exhibit A - Amendment to Agreement for Solid Waste Collection Services
Current Contract
Rate Sheets - Current May 2013, May 2015 and May 2017

ORDINANCE NO. 13-

AN ORDINANCE AMENDING ORDINANCE NO. 08-2905 AWARDING THE CONTRACT TO ALLIED WASTE SERVICES OF FORT WORTH, LLC, SUCCESSOR-IN-INTEREST TO ALLIED WASTE SYSTEMS, INC., FOR SOLID WASTE COLLECTION SERVICES TO INCLUDE ARTICLE II. "DEFINITIONS"; ARTICLE IV. SECTION K. "INDEMNIFICATION"; ARTICLE IV. SECTION W. "MODIFICATION OF RATES"; GRANTING AN EXTENSION OF THE CONTRACT FOR AN ADDITIONAL FIVE YEAR TERM COMMENCING ON JANUARY 14, 2014; PROVIDING A SEVERABILITY CLAUSE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas desires to amend the Solid Waste Collection Services Contract with Allied Waste Services of Fort Worth to include Article II. "Definitions"; Article IV. Section K. "Indemnification"; and Article IV. Section W. "Modification of Rates"; and,

WHEREAS, the City Council of Bedford, Texas desires to grant an extension of the contract for an additional five year term commencing on January 14, 2014.

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

SECTION 1. That the City Council does hereby approve Amendment No. 3 to the Solid Waste Collection Services Contract between the City of Bedford and Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., hereto attached as Exhibit A.

SECTION 2. That all ordinances or parts of ordinances insofar as they are inconsistent or in conflict with the provisions of this ordinance are repealed to the extent of any conflict.

SECTION 3. That in the event that any portion or section of this ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or section of this ordinance which shall remain in full force and effect.

SECTION 4. This ordinance shall take effect upon passage and approval and in accordance with State law and the Charter of the City of Bedford, and execution and acknowledgement by an authorized representative of Allied Waste Services.

PASSED AND APPROVED this 26th day of March 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

**THIRD AMENDMENT TO
AGREEMENT FOR SOLID WASTE COLLECTION SERVICES**

This Third Amendment to Agreement for Solid Waste Collection Services (this "Amendment") is dated effective the ___ day of _____, 2013 (the "Effective Date"), between the City of Bedford, Texas (the "City"), and Allied Waste Services of Fort Worth, LLC, a Texas limited liability company, as successor-in-interest to Allied Waste Systems, Inc. ("Contractor").

Recitals

A. The City and Contractor entered into that certain Agreement for Solid Waste Collection Services, dated October 21, 2008, as amended (the "Agreement"), pursuant to which Contractor agreed to provide certain solid waste collection and disposal services.

B. The City and the Contractor now desire to amend certain provisions of the Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

2. Extension. The Agreement is hereby extended for an additional five (5) year term commencing on January 1, 2014.

3. Excluded Waste. The following new definition is hereby added to Article II of the Agreement:

"Excluded Waste – Waste materials collected under this Agreement specifically exclude hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined herein and by federal, state, provincial or local law or any otherwise regulated waste ("Excluded Waste"). Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable law."

4. Indemnification. Article IV, Section K of the Agreement is hereby deleted in its entirety and replaced with the following new Article IV, Section K:

"K. INDEMNIFICATION. "The Contractor shall waive all claims, fully

release, indemnify, defend, and hold harmless the City and all of its elected and appointed officials, officers, agents, consultants, employees, attorneys, and invitees in both their public and private capacities, from any and all liability, claims, suits, demands, or causes of action which are a result of the Contractor's negligence or willful misconduct, or resulting from any third-party claims, demands, suits or legal actions regarding the validity of this contract or any portion thereof, including all expenses of litigation, damages, fines and/or settlement which may arise by injury to property, business interest (as it relates to third-party claims challenging the validity of this Agreement), or persons occasioned by the willful misconduct or negligent act of the Contractor, its officers, agents, consultants, employees or invitees, collectively, the "Contractor Parties", arising out of or in connection with this Agreement. The Contractor will at its own cost and expense defend and protect the City and all of its elected and appointed officials, officers, agents, consultants, employees, attorneys and invitees in both their public and private capacities, collectively, the "City Parties", from any and all such claims and demands. Also, the Contractor agrees to and shall indemnify, defend and hold harmless the City Parties, from and against all claims, losses, damages, causes of action, suit and liability, including all expenses of litigation, court costs and attorneys fees for injury to or death of any person or for any damage to any property arising out of the Contractors negligence or willful misconduct or in connection with willful misconduct or negligent acts of the Contractor Parties under this Agreement or any and all activity or use pursuant to this Agreement. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunity established by law or pursuant to Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law."

5. Rate Adjustments. The first three paragraphs of Article IV, Section W are hereby deleted and replaced with the following new rate modification provision:

"W. MODIFICATION OF RATES. Each of the rates under this Agreement shall increase by 3.75% effective May 1st of the years 2013, 2015, and 2017.

6. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

7. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Effective Date.

CONTRACTOR:

ALLIED WASTE SERVICES OF FORT WORTH, LLC,
a Texas limited liability company

CITY:

CITY OF BEDFORD, TEXAS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

AGREEMENT

FOR

SOLID WASTE COLLECTION SERVICES

By and Between

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

and

Allied Waste Services

Dated October 21, 2008

I. INTRODUCTION

The City of Bedford, Texas (the "City"), and Allied Waste Systems, Inc. dba Allied Waste Services of Fort Worth ("Contractor") are entering into this Agreement as of January 1, 2009 for full service refuse collection and disposal services to single-family, multi-family (including a discounted rate for senior citizens) and commercial customers in the City (the "Agreement"). This Agreement will become effective upon approval by the City Council and will remain enforceable by the terms and conditions contained herein.

II. DEFINITIONS

- A. Brush. Tree and shrub trimmings and limbs, etc., in bulk which exceed four (4) feet in length and cannot be loaded readily into regular refuse compaction equipment.
- B. Bulky Waste. Stoves, refrigerators (CFC free), water tanks, washing machines, furniture and other waste materials other than construction debris, hazardous waste or stable matter.
- C. Bundle or Boxed Bundle. Tree, shrub and brush trimmings, or newspapers and magazines securely tied together forming an easily handle package not exceeding four (4) feet in length or fifty (50) lbs. in weight.
- D. City. City of Bedford.
- E. Commercial Unit. Any commercial or industrial enterprises operating within the corporate limits of the City, including any residential dwellings occupied by persons or group of persons comprising more than four families.
- F. Contractor. Allied Waste Services
- G. Construction Debris. Waste building materials resulting from construction, remodeling, repair or demolition operations.
- H. Customer. All persons, tenants, groups, entities or businesses receiving solid waste collection services .
- I. Direction of the City. All ordinances, laws, rules, regulations and Charter provisions of the City now in force or that may hereafter be passed and adopted which are not inconsistent with this Agreement.
- J. Disposal Site. A refuse depository, physically located outside of the City including but not limited to the Landfill and other sanitary landfills, transfer

stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive processing or final disposal of refuse by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

- K. Front Door Pickup. Pickup of solid waste materials from behind the front yard building line. The collection container shall be placed in front of the building facing the street in such a manner clearly visible from the street as to be accessible without entering a gate. Front door pick up service shall be provided upon request, and at an additional charge, for all residential customers.
- L. Agreement. This Agreement plus any addendum or changes agreed to in writing by the City and Contractor.
- M. Garbage Containers. Plastic bags or disposable containers designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. The maximum capacity of a garbage container shall not exceed thirty-five (35) gallons and the total weight of a garbage container and its contents shall not exceed fifty (50) pounds. Containers for commercial garbage will be supplied by Contractor.
- N. Hazardous Waste. Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Texas to be "hazardous" as that agency of the State of Texas to be "hazardous" as that term is defined by or pursuant to Federal or State Law.
- O. Landfill. The real property site for disposal as described in this agreement.
- P. Multi-family/Apartment. A multi-unit housing structure in which three or more families reside and claim as their permanent address.
- Q. Non-exclusive. No rights provided by the City to the Contractor shall be exclusive, and the City reserves the right to grant any other agreements, franchises, licenses, easements, or permissions to use the public rights-of-ways within the City to any person or entity as the City, in its sole discretion may determine to be in the public interest.
- R. Producer. An occupant of a residential or commercial unit who generates refuse.
- S. Recyclable Materials – The following items are classified as Recyclable Materials under this Contract:
Glass – Clean unbroken glass containers, bottles/jars.

Cans – Clean aluminum, tin/steel containers.
Newspaper – Clean, dry, unsoiled newspaper.
Plastic – PETE & HDPE containers (milk jugs & soft drink containers)

- T. Refuse or Solid Waste. Every accumulation of waste (vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter including, but not by way of limitation, decomposable animal waste or vegetable matter which is likely to attract flies or rodents; and all rubbish and waste material generated at a residential, commercial, industrial, institutional location, or construction site which must be disposed of to prevent the attraction of flies, rodents, scavengers, unnecessary odor or to prohibit unsightly accumulation of refuse or fire hazards. Refuse shall not include any waste materials included in the definition of hazardous waste.
- U. Residential (Single Family Residential). A single, free standing structure designed , constructed and zoned to house two or less families who claim the residence as their permanent address. A residential unit shall be defined when either water or domestic light and power services are being supplied thereto. Each single-family dwelling within any condominium building or group shall be counted separately as a residential unit.
- V. Rubbish. All residentially generated waste wood, wood products, grass cuttings, dead plants, weeds, leaves, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, white goods, pulp and other products such as are used for packaging or wrapping, crockery, glass, ashes, cinders, floor sweepings, mineral or metallic substances and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Refuse, or Hazardous Waste.
- W. Senior. A residential account holder in excess of sixty-five (65) years of age.
- X. Tax. All applicable federal, state, local sales tax.
- Y. Trees. Trees and tree trimming larger than may be accommodated under paragraph 1 (Brush) may be picked up as a special haul.

III. GENERAL SCOPE OF WORK

The Contractor shall provide comprehensive solid waste collection services to the City. Basic services will include single-family dwelling units (houses), multi-family dwelling units (apartments), and commercial collection. The Contractor shall provide all necessary containers, as required herein, for solid waste collection.

IV. GENERAL SPECIFICATIONS

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

- A. **DEFAULT.** Failure by the Contractor to adhere to any of the terms and conditions of this Agreement shall constitute a default. In the event of a default, the City may exercise any and all rights to enforce the Agreement or remedy any such default, including, but not limited to, terminating the franchise, recovery of any and all damages attributed to such default, reasonable expenses and attorney fees.
- B. **TAX-EXEMPT.** The City is exempt from all sales and excise taxes. .
- C. **PRICE FIXING.** By entering into this Agreement, the Contractor affirms that it has not participated in nor been a party to any collusion, price fixing or any other agreement with any other company, firm, or person concerning the terms or pricing of this Agreement, nor will the Contractor, during the term of this Agreement, be a party to any collusion, price fixing or any other agreement with any other company, firm or person concerning the terms or pricing of this Agreement.
- D. **GRATUITIES.** The Contractor affirms that no gratuities in the form of entertainment, gifts or otherwise, were offered to any elected or appointed official, officer or employee of the City with a view toward inducing, securing or amending, or the making of any determination with respect to the Agreement.
- E. **FORCE MAJEURE.** Subject to the provisions and remedies, contained in this Agreement, the Contractor agrees that neither party shall be required to perform any non-monetary term, condition or covenant in the Agreement so long as performance is prevented or delayed by force majeure, which shall mean reasonably unforeseeable acts of God, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably foreseen and within the

control of the party required to perform and which by the exercise of due diligence said party is unable wholly, or in part, to prevent or overcome.

- F. **APPLICABLE LAW.** Any disagreement, dispute or legal proceedings regarding this Agreement shall be governed by the laws of the State of Texas, and venue for any such disagreement, dispute or legal proceedings shall lie in Tarrant County, Texas.
- G. **TAXES, UNEMPLOYMENT BENEFITS, ETC.** The Contractor hereby accepts exclusive liability for, and agrees to indemnify and hold the City harmless against liability for the payment of any and all contributions or taxes for unemployment insurance, pensions or annuities, or other purposes now or hereafter imposed by the government of any state of the United States, which are in whole or part measured by and/or based upon the wages, salaries or remuneration paid to persons employed by the successful firm on working in connection with this Agreement.
- H. **ANTI-DISCRIMINATION.** The Contractor, in performing work required hereunder, shall comply with the provisions of executive Order Number 11246 and shall not discriminate against any employee because of religion, race, color, sex, age or national origin.
- I. **LIENS.** The Contractor agrees to and shall indemnify and hold the City harmless against any and all liens and encumbrances for all labor, goods and services which may be provided under this Agreement by the Contractor's agents, contractors, employees or vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- J. **AMENDMENTS.** No oral statement of any person shall amend, modify or otherwise change, or affect the terms, conditions, or specifications in this Agreement unless agreed in writing by both parties hereto.
- K. **INDEMNIFICATION.** **"The Contractor shall waive all claims, fully release, indemnify, defend, and hold harmless the City and all of its elected and appointed officials, officers, agents, consultants, employees, attorneys, and invitees in both their public and private capacities, from any and all liability, claims, suits, demands, or causes of action which are a result of the Contractor's negligence or willful misconduct., including all expenses of litigation, damages, fines and/or settlement which may arise by injury to property or persons occasioned by error, omission, intentional or negligent act of the Contractor, its officers, agents, consultants, employees or invitees, collectively, the "Contractor Parties", arising out of or in connection with this Agreement. The Contractor will at its own cost and expense defend and protect the City and all of its elected and**

appointed officials, officers, agents, consultants, employees, attorneys and invitees in both their public and private capacities, collectively, the "City Parties", from any and all such claims and demands. Also, the Contractor agrees to and shall indemnify, defend and hold harmless the City Parties, from and against all claims, losses, damages, causes of action, suit and liability, including all expenses of litigation, court costs and attorneys fees for injury to or death of any person or for any damage to any property arising out of the Contractors negligence or willful misconduct or in connection with the error, omission, intentional or negligent acts of the Contractor Parties under this Agreement or any and all activity or use pursuant to this Agreement. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunity established by law or pursuant to Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law."

- L. INSURANCE. Except as otherwise specified, the Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of this Agreement insurance coverage with limits not less than those set forth herein with insurers and under forms of policies reasonably satisfactory to the City. It shall be the responsibility of the Contractor and his subcontractors to maintain adequate insurance at all times during the term of this Agreement. Failure of the Contractor and its subcontractors to maintain adequate coverage shall be considered a material default.

- M. CERTIFICATES OF INSURANCE. At the time of the execution of this Agreement the Contractor shall furnish the City with certificates of insurance as evidence that the Contractor has the policies providing the required coverages and limits of insurance and that they are in full force and effect. The certificates of insurance shall state the City as an additional insured. The certificates shall provide that any company issuing an insurance policy under this contract shall provide not less than 60 days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance for the Contractor, subcontractor insurance, and notices of any cancellations, terminations of such policies shall be mailed to: the Deputy City Manager and City Secretary, City of Bedford, 2000 Forest Ridge Drive, Building "A", Bedford, Texas 76021.

N. **COMPREHENSIVE GENERAL LIABILITY.** This insurance shall be an occurrence type policy written in comprehensive form and shall protect the Contractor and its subcontractors and the City against all claims arising from bodily injury, sickness, disease or death of any person other than the Contractor's employees or damage to property of the City or others arising out of the act of omission of the Contractor or its subcontractors or their agents or employees or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, product liability, contractual liability, broad form property coverage, premises/operations, and Independent Contractors. Coverage required:

Bodily Injury & Property	\$ 1,000,000	Per Accident
	\$ 2,000,000	Aggregate

O. **COMPREHENSIVE AUTOMOTIVE LIABILITY.** The insurance shall be written in the comprehensive form and shall protect the Contractor and its subcontractors and the City against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Bodily Injury	\$1,000,000	Per Accident
Property Damage	\$ 1,000,000	Combined Single Limit

P. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY.** The Contractor shall carry at all times worker's compensation insurance pursuant to the laws of the State of Texas. The insurance shall protect the Contractor and its subcontractors from all claims under applicable state workers' compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an all-states endorsement. The liability limits shall not be less than the requirement of the State of Texas.

Q. **WORKER'S COMPENSATION INSURANCE COVERAGE.**

1. Definitions:

Certificate of Coverage ("certificate")-a copy of a certificate of insurance, a certificate of authority to self-insured issued by the commission, or a coverage agreement showing statutory worker's

compensation insurance coverage for the person's or entity's employees providing services on a contract, for the duration of the contract.

Duration of the Agreement - includes the time from the commencement to the termination of the Agreement.

Persons providing services pursuant to the Agreement - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform any or all of the Agreement, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner/operators, employees of any such entity that furnishes persons to perform any or all of the Agreement. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a contract. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- a. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, for all employees of the Contractor providing services on the contract, during the term of the Agreement.
- b. The Contractor must provide a certificate of coverage to the City prior to executing the Agreement, and shall remain in full force and effect during the term of the Agreement.
- c. The Contractor shall obtain from each person providing services contained in the Agreement, and provide to the City:
 - 1) a certificate of coverage provided to the City prior to that person beginning services contained in the Agreement,
 - 2) No less than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends prior to the termination of the Agreement.
 - 3) The Contractor shall retain all required certificates of coverage during the term of the Agreement and for one year thereafter.

- 4) The Contractor shall notify the City in writing by certified mail of any change that materially affects the provisions of coverage required in the Agreement.
- 5) The Contractor shall post on each contract site or location a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission informing all persons providing services on the contract that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

R. REQUIRED WORKER'S COMPENSATION COVERAGE. "The law requires that each person working pursuant to the contract must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

The Contractor shall contractually require each person with whom it contracts to perform any or all of this Agreement to:

1. provide coverage, based on property reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code during the term of the Agreement.;
2. provide the Contractor, prior to that person performing any services provided in the Agreement, a certificate of coverage showing that coverage is being provided for all employees of the person providing services during the term of the Agreement;
3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the term of the Agreement.
4. obtain from each person with whom it contracts, and provide to the Contractor:
 - a. a certificate of coverage, prior to the person beginning any services contained in the Agreement; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the term of the Agreement;

5. retain all required certificates of coverage on file for the duration of the Agreement and for one year thereafter;
 6. notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known of any change that materially affects the provision of any person providing services on the contract; and
 7. contractually require each person with whom it contracts, to perform as required by paragraphs (1-7) with the certificates of coverage to be provided to the person for whom they are providing services.
 8. By signing this Agreement or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services pursuant to this Agreement will be covered by workers' compensation coverage for the duration of the Agreement, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information will be considered to be an event of default.
 9. The Contractor's failure to comply with any of these provisions is an event of default.
- S. **POLICY ENDORSEMENTS.** Each insurance policy required shall include the following conditions by endorsement to the policy:
1. Each policy shall require that at least sixty (60) days prior to any cancellation, a written notice thereof shall be given to City of Bedford by certified mail to: Deputy City Manager and City Secretary, City of Bedford, 2000 Forest Ridge Drive, Building "A", Bedford, Texas 76021.
 2. The Contractor shall also notify City within 24 hours after any receipt of any notices of expiration, cancellation, non-renewal or material change in coverage it receives from its insurer by certified mail.
 3. Companies issuing the insurance policies shall have no recourse against City for payment of any premiums or assessments for any deductibles which all are the sole responsibility and risk of the

Contractor. The City shall be included as an additional insured on all policies except Workers Compensation.

T. SAFETY

1. General

a. The Contractor shall comply with all Occupational Safety and Health Act (OSHA) Standards and any other Federal, State or Local rules and regulations applicable to this Agreement in the State of Texas.

b. The Contractor shall comply with any and all applicable safety provisions as a material provision any agreement with the City. The City may require demonstration of compliance by the Contractor upon reasonable request.

2. Safety Equipment and Training

The Contractor shall provide for the safety equipment to be used by its employees and/or all of its subcontractors. Further, the Contractor is responsible for all necessary safety training required for its employees and/or all of its subcontractors working on this Agreement.

U. PERFORMANCE BOND. Contractor shall be required to furnish a performance bond as security for the performance of this Agreement. Said performance bond must be in an amount equal to eight-hundred thousand dollars (\$800,000) for the term of the Agreement.

The Contractor shall pay any and all premiums for the Performance Bonds described above. A certificate for the surety showing that the Performance Bond premiums are paid in full shall accompany the Performance Bond. Such certificate shall be submitted to the City with the Performance Bond on an annual basis. The surety on the Performance Bonds shall be a duly authorized corporate surety authorized to do business in the State of Texas.

V. CONTRACT TERM. The term of this Agreement shall be five (5) years with no extensions.

W. MODIFICATION OF RATES. Nothing contained herein shall restrict in any way the City's full exercise of discretion in setting charges, or granting any requested rate increases, for refuse collection and disposal services to any premises in the corporate limits of the City.

DISPOSAL COST COMPONENT. The Contractor may request a rate increase on an annual basis. The percentage rate increase requested by the Contractor to recover disposal costs shall be based on the sum of the percentage rate change in the gate rates at the landfills used by the Contractor compared to the sum of the gate rates for compacted municipal solid waste in effect on the effective date of the Agreement. The percentage change in the sum of the gate rates shall be multiplied by the disposal cost factor of 30% and the resulting percentage shall be considered to be the disposal adjustment percentage for that period. In the event that the gate rate for one of the above landfills is reported in tons at any time, such rate shall be converted to a yardage rate based upon three (3) yards to one (1) ton. In calculating the disposal cost related rate increase, in no case would the percentage of the customer's rate being adjusted for the disposal cost exceed 30% of the total rate. The Contractor shall furnish adequate documentary evidence as to gate rates in effect on the date of request by October 1 of each year in which a rate increase for disposal costs is requested, and the City Council, upon investigation and consideration of the circumstances surrounding the request, may approve or disapprove such request, having due regard for such factors as the City Council may deem relevant in its sole discretion. The Contractor shall, upon request of the City, furnish all data it deems relevant to use in consideration of the rate increase request.

OPERATING COST COMPENENT. The rates agreed upon at the commencement of this Agreement, as reflected in the Rate Sheets attached hereto as Exhibit A, will remain effective until March 1, 2010. The rates may be adjusted upward or downward exclusively by City Council's sole discretion to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index ("CPI") using the CPI-DFW tables. The first CPI rate increase request by the Contractor to the City shall not be requested to be effective before March 1, 2010, and if desired shall be requested by the Contractor by filing a request with the City at least 60 days prior to the March 1st anniversary date. The annual rate adjustment, if approved by the City Council in its sole discretion, will not exceed 70% of the CPI. The Contractor may submit a request for CPI rate increase annually, but may not request more than one rate increase per year

OTHER COST COMPONENTS. All extraordinary costs, fuel adjustments, and State pass through increases above the CPI adjustment will be handled separately and will be justified by Contractor and reviewed by the City Manager and considered for approval by the Council separately from any CPI or disposal increase requests.

CONSULTANT COSTS. If the City deems it necessary to hire a consultant to review any portion of the requested rate increase, then the Contractor

shall pay to the City 75% of the cost of any City-retained consultants hired to analyze and review a request for a rate increase. The Contractor's portion of cost to the City shall not to exceed \$18,000 per rate increase request. Failure by the Contractor to pay its share of the City's consultant's costs, as defined herein, within 30 days of being invoiced by the City shall be a default and shall result in any approved rate increase being denied for the requested year.

- X. **FAVORED NATIONS.** If during the term of this Agreement, selected firm enters into a contract, renews or extends a contract for waste service with any city in Northeast Tarrant County which provides for commercial service, twice weekly residential curbside take-all solid waste pick-up and once per week curbside recycling at rates which would produce lower revenues exclusive of fees than the rates provided herein then the City shall be entitled to utilize the entire rate schedule agreed to by selected firm for such municipality in place of those provided herein. Northeast Tarrant County Cities shall be defined as Richland Hills, Haltom City, Watauga, Colleyville, Hurst, Euless, Keller, Southlake, Westlake and Grapevine.
- Y. **FRANCHISE FEE.** As consideration for entering into this Agreement, the Contractor shall pay to the City a franchise fee equal to a minimum of nine (9) percent of gross revenues collected. The City has the right to review and change this fee with no net reduction in payments to the Contractor.

In addition, all services that the Contractor may provide within the City of Bedford, that result from this exclusive franchise such as temporary rolloff services, will be subject to the Franchise Fee.

- Z. **ADMINISTRATIVE COLLECTION FEE.** As consideration for entering into this Agreement, the Contractor shall pay an Administrative Collection Fee to the City equal to a minimum of five (5) percent of gross revenues collected for all services performed under this Agreement. The Administrative Collection Fee is intended to cover costs associated with collection administration, billing, and record keeping.

The Contractor may choose to bill commercial accounts. The City will retain all residential billing. If the Contractor elects to perform the monthly commercial billing, then they will remit to the City the monthly Franchise Fee only and not administrative collection fee based upon the amount billed NOT the amount collected.

- AA. **CUSTOMER SERVICE, LOCAL OFFICE AND COMPLAINTS.** The Contractor shall provide responsive customer service and maintain competent and sufficient staffing at all times thereto. The Contractor agrees, at its own expense, to keep an office open within Tarrant County.

The customer service center shall be equipped with sufficient personnel and equipment to respond to customer inquiries between 7:00 a.m. and 6:00 p.m., Monday through Friday and 8:00 a.m. to 12:00 noon on Saturday, excluding holidays, for the purpose of handling complaints and other calls regarding refuse collection service. The Contractor agrees to secure an annual listing in the Fort Worth telephone directory under the name by which business is conducted in the community. The Contractor shall keep competent personnel in the office during the time the office is required to be open to the public, and the office personnel shall have authority to represent the Contractor in its relations with the City and the public. The Contractor shall also provide the City a telephone number by which the Contractor can be contacted for after hours emergencies.

Any and all complaints and inquires received prior to 2:00 PM shall be addressed and resolved, if practicable, by the end of the Contractor's work day. Any and all complaints and inquiries received after 2:00 PM shall be addressed and resolved, if practicable, before 12:00 PM the next working day.

The Contractor must designate a minimum of two (2) persons in their customer service function to participate in Bedford's citizen relationship management program, B-Service.

- BB. **CUSTOMER SERVICE/COMPLAINTS REPORTING.** The Contractor shall keep and maintain in the customer service center a daily log of all the service calls, which shall show the nature of the call, complaint, or communication, and the resulting action taken as the basis for a monthly reporting process. The City shall have the right to inspect the daily log with 48 hours prior written notice. The Contractor shall maintain a complaint procedure that provides for addressing complaints and inquiries within the time frame described in this Agreement. A monthly report will be provided to the City indicating the number of complaints/inquiries received, the date and time received, the nature of the complaint/inquiry, and the resolution including date and time resolved. Throughout the term of this contract, the Contractor shall establish and maintain an authorized Managing Agent and shall designate to the City Manager the name, telephone number, and address of such agent upon whom all notices may be served by the City and to whom complaints received from citizens of the City may be directed. Service upon the Contractor's agent shall always constitute service upon the Contractor. All reports must be provided to the City by the 15th day of the following month. A penalty of \$150 will be assessed for each month that reports are not submitted by the deadline.
- CC. **COLLECTION FREQUENCY AND DAYS.** The Contractor agrees to provide residential solid waste collection services as follows:

The Contractor shall collect all residential refuse in bundles, boxed bundles or disposable garbage containers two (2) times per week, on Monday and Thursday.

The Monday or Thursday collection schedule shall be in keeping with the current schedule as much as practicable. A graphic depiction of the current Monday or Thursday pick-up schedule is available upon request to the City.

Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Contractor may decline to collect any container not so placed. When a street is deemed impassable by the City, due to construction work being performed in the right of way the Contractor must follow the alternative route instructions provided by the City to service those locations.

In addition to the Monday/Thursday pickup schedule, Contractor may propose alternative pickup schedules for the City's consideration. Any alternative schedule should include the proposed rates associated with that schedule and all alternative schedules must include a minimum of two (2) times per week service.

DD. MISSED COLLECTIONS. Any missed collection shall be resolved the same business day, if practical, and if notification is received prior to 2:00 PM. If notification is received after 2:00 PM then the missed collection shall be resolved before 12:00 Noon, if practical, the next working day.

EE. COLLECTION TIMES. The Contractor agrees to provide solid waste collection services during these designated hours as follows:

Residential – The Contractor shall not commence service to residential customers prior to 7:00 AM and shall not continue service in residential areas after 7:00 PM.

Residential customers shall place all refuse at curbside for collection by 7:00 AM on the designated collection day.

Multi-Family/Apartment – The Contractor shall not commence service to multi-family/apartment customers prior to 7:00 AM and shall not continue service in multi-family/apartment areas after 7:00 PM.

Commercial – The Contractor shall not commence service to commercial customers prior to 7:00 AM and shall not continue service in commercial

areas after 12:00 midnight. Pickups for commercial sites located immediately to single-family residential areas shall cease at 7:00 PM.

Unusual or emergency situations requiring a later temporary change in schedule shall be communicated to and approved by the City Manager or his designee, prior to such a temporary time change being made.

- FF. HOLIDAYS/MAKE-UP DAYS. The City and the Contractor agree that the following days shall be recognized as holidays:

New Years Day	Thanksgiving Day
Independence Day	Christmas Day.

The Contractor must provide a make-up day the next working day following the holiday, so that each customer receives the same number of collection days as would normally be received in a non-holiday week. For Monday pick-up the make-up day will be Tuesday, and for Thursday pick-up the make-up day will be Friday. The Contractor will be solely responsible for timely notification of the affected customers of this holiday pick-up. The Contractor, with approval of the City Manager, may elect to collect on a holiday if the request is made in writing thirty (30) days prior to the holiday.

- GG. INTERRUPTION OF SERVICE. In the event that the collection and disposal of refuse should be interrupted by any reason for more than forty-eight (48) hours, the City shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to its residents in order to protect the public health and safety, for so long as the interruption of service continues.

If the interruption in service referenced above continues for a period of three (3) business days, and is not caused by a catastrophe, riot, war, governmental order or regulation, fire, accident, reasonably unforeseeable act of God, changes in laws, statutes regulations or ordinances or other similar or different contingency beyond the reasonable control of the Contractor, then the City shall have the right to terminate the rights and privileges granted in this franchise.

If the interruption in service referenced above continues for a period of thirty (30) days for any reason, including an act or acts of force majeure, this will be an event of default.

- HH. BILLING. The City will remit payment to the Contractor once per month based on total collections from the prior month, net of the nine (9) percent franchise fee and five (5) percent Administrative Fee no later than the 15th of the following month.

The City retains the right to prepay the Contractor. For each month that payment is sent to the Contractor by the 28th day of the month that the collection is made a 1% discount will be assessed.

- II. REPORTING. The Contractor will be required to provide the City with all necessary reports required by the City for its use in managing solid waste services in Bedford. The Company will provide monthly reports related to these specific areas:
 - a. Single-Family
 - b. Multi-Family
 - c. Commercial

Reporting Details:

- 1. The report will provide the City with the minimum information, which includes the number of customers available in each category, number of participants, and total tonnage of materials collected. The City shall have the right to review the books and records kept incidental to the operation of Contractor's business within the City. All information so obtained shall be confidential and shall not be released by the City unless expressly authorized in writing by the Contractor or as required by the Texas Public Information Act.

These, as well as all other monthly reports, will be required to be received by the City on or before the 15th day of the month following the reporting period. A penalty of \$150 will be assessed for each month that reports are not submitted by the deadline.

- JJ. PENALTIES. The Contractor shall be subject to penalties for failure to collect and violation of the collection time provisions of this Agreement. The City Manager will have the sole discretion to assess any penalty.

Failure to Collect

In order to fairly provide quality customer service, the Contractor will be assessed a \$50 penalty for each missed pickup above 25 on a monthly basis.

Violation of Collection Times

Any violation of the collection times described herein will be subject to a penalty of \$350 per occurrence subject to the sole discretion of the City Manager.

V. SCOPE OF SERVICES

The Contractor shall adhere to the following standards:

- A. **DISPOSAL OF REFUSE.** The Contractor shall dispose of, outside the corporate limits of the City, all brush, bulky waste, rubbish and other refuse collected. All vehicles used by the Contractor for the collection and transportation of such brush, bulky waste, and other refuse shall be protected at all times while in transit to prevent leakage or the blowing or scattering of same onto the public streets of City or property adjacent thereto.
- B. **QUANTITY.** The Contractor shall pick up refuse and bulky wastes generated from a residential unit, provided that same is properly prepared, bagged, and stored for collection. Bulky waste such as furniture, hot water heaters, refrigerators and other appliances, shall be collected by the Contractor as a part of regular service.
- C. **RESIDENTIAL REFUSE - WHERE.** Collections of refuse shall be made from the curb. Refuse stored in cans will not be picked up.
- D. **RESIDENTIAL REFUSE - HOW.** The Contractor shall make collections with a minimum of noise and disturbance to the householder. This work shall be done in a sanitary manner. Any refuse or trash spilled by the Contractor shall be picked up immediately by the Contractor's employees.
- E. **COMMERCIAL REFUSE.** Every owner, agent, employee or person otherwise in charge of any commercial, institutional, or industrial premises within the City (commercial customer) shall have a commercial container or containers of a size sufficient to contain all the rubbish, refuse and other waste generated upon the premises and to avoid congregation of flies, rodents, scavengers, unnecessary odor and to prohibit unsightly accumulation of refuse or fire hazards. The Contractor agrees to make commercial containers of adequate size available upon request to any commercial premises within the corporate limits of City. The commercial containers provided by the Contractor shall be equipped with suitable operable covers to prevent blowing or scattering of refuse; shall be maintained in good order, appearance, and in sanitary condition; shall be of uniform color or color scheme; and shall be clearly marked with the Contractor's name and telephone number. Any damages to screening structures caused by the will be repaired in a timely manner. Commercial containers will be replaced and/or repaired by the Contractor if deemed necessary by the City in order address sanitation or aesthetic concerns. The City Manager will resolve any disputes between the Contractor and a commercial account. The decision by the City will be final and binding.

- F. TAKE-ALL SERVICE. The Contractor shall collect all items placed on the curb as part of the regular waste collection cycle providing that the items are acceptable for landfill disposal and the items are containerized in a bag or box. Brush and tree limbs must be tied in bundles not to exceed four (4) feet in length and fifty (50) lbs. in weight. This service includes small amounts of containerized or tied and bundled waste building materials including privacy fencing (provided such fencing materials do not exceed 4 ft. x 6 ft. in size or are dismantled and tied into bundles not exceeding 50 pounds) generated by a residential property owner or tenant remodeling or repairing a Residential Unit.

- G. FREE SERVICE TO CITY. The Contractor shall provide free pickup and disposal for all City facilities and properties in manners specified by the City. Facilities will be mutually agreed upon by Contractor and City. The City shall also have free dumping privileges during the term of this agreement at the nearest landfill or transfer station used by the Contractor. Free dumping is interpreted as meaning no charge or cost assessed to the City. Storm cleanup is handled separately and addressed in this agreement.

- H. CHRISTMAS TREES. During the Christmas season each year, the City has the option to designate a specific site within the City for the deposit of Christmas trees by Residential Unit customers. In the event the City so elects, the Contractor shall collect Christmas trees for a two (2) week period from such location at no cost. The Contractor shall deliver the Christmas trees to a temporary disposal site within the city limits for grinding or chipping. The Contractor is solely responsible for removal of plastic wrapping or disposal bags prior to grinding or chipping.

- I. LOCATION OF FACILITIES AND CONTAINERS. Contractor shall locate all facilities and containers so as not to interfere with the flow of water in any gutter or drain, and so that the same shall not unduly interfere with ordinary travel on streets, alleys, highways, public thoroughfares, public utility easements and public ways, and so that they shall not compromise public safety. The location of facilities and containers to be placed and constructed by the Contractor within the limits of the city shall be subject to the reasonable and proper regulation, control and direction of the governing body or of any City official whom such duties have been or may be delegated.

- J. SPECIAL PROVISION
 - 1) SPILLAGE. The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. A push broom and a scoop type

shovel shall be maintained on each truck for cleanup activity. The Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the City Manager or his/her designee so that proper notice can be given to the customer at the premises to properly contain refuse. Commercial refuse spillage or excess refuse shall be picked up by the Contractor after the customer reloads the container. In the case of commercial customers, the Contractor shall then be entitled to an extra dump charge as defined on the fee schedule for each reloading of the container. Should such commercial spillage continue to occur, the City shall require the commercial customer and the Contractor to increase the frequency of collection of the commercial customer's refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.

- 2) **VICIOUS ANIMALS.** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owners or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of its inability to make collection.
- 3) **HAZARDOUS WASTE.** It is specifically understood and agreed that the collection and disposal of hazardous waste by the Contractor is prohibited.
- 4) **TITLE TO WASTE MATERIALS and RECYCLABLE MATERIALS** Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

- K. **STORM CLEANUP.** If significantly increased volumes of garbage and rubbish result from a tornado, severe winds, a severe storm or other catastrophic event without having to schedule a special estimate.

The City may choose to exchange either one or both of the annual clean up days in return for credit toward storm cleanup costs. An annual clean up day is defined as twenty (20) rolloff containers. This credit will include the costs normally associated with a cleanup day including the labor, pickup, disposal and other charges related to twenty (20) rolloffs. If the City elects to provide Storm Cleanup assistance above this credited amount the costs will be calculated at a flat fee of \$132 per hour.

- L. OPEN LANDFILL/TRANSFER STATION. The Contractor shall provide free landfill/transfer station disposal to Bedford residential customers on a Saturday, up to ten (10) times a year during the term of this agreement, upon presentation by such customers of their water bill and driver's license. The exact dates of such free disposal shall be designated by the mutual agreement of the City Manager and the Contractor. All materials to be disposed of must not fall outside of any regulations pertaining to hauling/disposal of waste; ie. Special or Hazardous Waste.

VI. EQUIPMENT

The Contractor shall provide equipment which meets or exceeds the following:

- A. TYPE. The Contractor shall use only vehicles with bodies which are water-tight to a depth of not less than eighteen (18) inches, with solid sides, using pneumatic tires. All equipment utilized by the Contractor shall be kept in good repair, appearance, and in a sanitary condition at all times.
- B. AMOUNT. The Contractor shall provide sufficient equipment in a proper operating condition so regular schedules and routes of collection can be maintained.
- C. CONDITION. Equipment is to be maintained in a clean and safe working condition. No advertising shall be permitted on vehicles. Vehicles must have name of the Contractor and phone numbers in letters and numbers legible from 150 feet and a unit number. The City shall have the right to inspect all equipment and may require the Contractor not to use a piece of equipment for good and reasonable cause. The Contractor's company logo is not deemed advertising.
- D. PROTECTION FROM SCATTERING. Each vehicle shall be equipped with a cover, which may be net with mesh not greater than one and one-half (1 ½) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and use to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a broom and shovel for this purpose. In the event, however, that leakage or refuse onto City public streets occur, the Contractor shall immediately remove same in a safe manner. If the Contractor determines that said leakage or refuse cannot be removed in a safe and efficient manner, the Contractor shall take all measures to secure the area and immediately contact the City.

- E. MISCELLANEOUS. **No vehicle assigned to this contract shall be older than 10 years old.** An updated list of equipment must be submitted to the City on an annual basis. The list is due on the anniversary date of the contract.

Vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

The Contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations.

The Contractor shall train drivers to protect Bedford streets and not make sudden breaking stops that will damage street surfaces.

- F. DAMAGE TO PAVEMENT. The Contractor shall not be responsible for any damages to the City's pavement, curbing or other driving surfaces resulting from Contractor's providing service at City's location.

VII. INCENTIVES (Contributions, Sponsorship, Assistance and Programs)

The Contractor agrees to meet the following minimum requirements relative to contributions, assistance requests, education strategies, and program supplements. They are as follows:

- A. COMMUNITY CLEANUP. The Contractor will provide, at its own expense as approved by the City a minimum of two community wide "Clean Up Day" events each year during the term of the franchise.
- B. PUBLIC EDUCATION. Contractor agrees to provide twice-yearly information that can be used to update citizens on solid waste policies and programs regarding brush pickup, yard waste reduction, Christmas tree recycling, community clean-ups and other waste saving programs and events. Contractor agrees to provide camera-ready or digital format layouts for printing and distribution by the City. All promotional and educational materials must be approved by the City prior to printing. In addition, the Contractor will provide a cash payment of \$12,000 per year for the City's use in it's educational, marketing, and advertising programs. The first payment under this provision will be due on the effective date of the contract and subsequent payments will be due each year thereafter on the anniversary of the effective date of the contract.
- C. Contractor will provide the City with a \$30,000 cash donation to fund a

current Household Hazardous Waste disposal program; or, provide at its own expense, a minimum of two community wide Household Hazardous Waste Collection Day events as approved by the City and within the City each year during the term of the contract. The first payment under this provision will be due on the effective date of the contract and subsequent payments will be due each year thereafter on the anniversary of the effective date of the contract.

- D. The Contractor shall donate annually to the City the sum of \$5,000 for a city-wide beautification program to be implemented by a commission or board comprised of citizen volunteers. The first payment under this provision will be due on the effective date of the contract and subsequent payments will be due each year thereafter on the anniversary of the effective date of the contract.
- E. The Contractor shall provide a roll-off container once per year following the local election at no cost to the City. The container shall be placed at the location designated by the City for one week following the election.
- F. Sponsorship: The City will require up to four (4) free 30 yard roll offs per event for all community festivals, including July 4th Fest and Music Festival. The City will determine the size of dumpsters and frequency of collection.

VIII. SUPERVISION BY CITY

The City expressly reserves the right to establish necessary rules and regulations for solid waste services and from time to time modify those rules and regulations. However, the Contractor shall be given due written notice and if requested in writing, the Contractor shall be entitled to a hearing before the City Council prior to the adoption of any such requirements.

The City expressly reserves the right to enforce health requirements. The City Manager, or his designee, may elect to make inspection trips to determine whether or not recyclable materials are being properly collected, transported and processed as required by the provisions of this or any other applicable health ordinance, State Agency rule, policy or law and in the event it is found that a violation exists or has existed, appropriate and timely action shall be taken to insure a full compliance with its provisions.

IX. CONTRACTOR'S RELATION TO THE CITY:

- A. **CONTRACTOR AS INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that the Contractor is in all respects an independent Contractor as to the work, licenses, or privileges granted herein, notwithstanding the Contractor is bound to follow the direction of

designated City officials, and that the Contractor is in no respect an officer, agent, servant or employee of the City. This Agreement specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in this franchise. It is further understood and agreed that Contractor shall be solely responsible for the acts and omissions of its officer, agents, servants, employees, contractors, subcontractors, licensees, and invitees; that the doctrine of respondent superior shall not apply as between City and Contractor; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

- B. **ASSIGNMENT.** This franchise, or any portion thereof, shall not be assigned to an unaffiliated third party except with the prior written consent of the City Council, which shall be in the sole discretion of the City. No such consent will be construed as making the City a party of or to such sub franchise or contract, or subjecting the City to liability of any kind to any subcontractor firm. . Subcontractors will be dealt with as workers and representatives of the Contractor, and as such shall be subject to the same requirements as to character and competence as are other employees of the Contractor.
- C. **CITY MANAGER TO BE REFEREE.** To prevent misunderstanding and litigation, the City Manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the franchise provisions, and the acceptable fulfillment of the franchise on the part of the Contractor; and the City Manager will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory. The City Manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of this franchise and the findings and conclusions may be appealed to the City Council. If at any time during the life of this contract, the performance of the Contractor does not meet the standards set forth herein, the Contractor, upon notification by the City, shall increase the forces, tools or equipment as needed to properly perform the contract. The failure of the City to give such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by this Agreement.
- D. **INSPECTION OF WORK.** The Contractor shall furnish the City Manager or his authorized representative with every reasonable opportunity for ascertaining whether or not the work performed is in accordance with the requirements of this Agreement. The City Manager may appoint qualified persons to inspect the Contractor's operation and equipment at any

reasonable time, and the Contractor shall allow authorized representatives of the City to make such inspections.

- E. LIAISON. The Contractor shall designate, in writing, the person to serve as agent and liaison between its organization and the City.
- F. TAXES. The Contractor shall be responsible for all federal, state and local taxes including sales tax, social security, unemployment insurance, ad valorem, and other required taxes which may be chargeable against labor, material, equipment, real estate and other items necessary to and in performance of this Agreement.
- G. CITY NOT LIABLE FOR DELAYS. It is express understood and agreed that in no event shall the City be liable or responsible to the Contractor or to any other person for any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or from or on account of any delay from any cause over which the City has no control.
- H. LICENSES, PERMITS, FEES. Contractor agrees to obtain and pay for all licenses, permits, certifications, inspections, and other fees required by law or otherwise necessary to perform the services prescribed hereunder. The Contractor shall also pay, at its own expense, all disposal fees associated with the collection, removal, and disposal of refuse.
- I. BREACH OF CONTRACT OR DEFAULT. It shall be the duty of the City Manager and any officials of the City which he may designate to observe closely the refuse collection, disposal, and salvage operations and, if in the opinion of the City Manager there has been a breach of contract or default as defined herein, the City shall notify the Contractor, in writing, specifying the manner in which there has been a breach of contract. If within a period of seven (7) days, the Contractor has not eliminated the conditions considered to be a breach of contract, the City Manager shall so notify the City Council and a hearing shall be set for a date within twenty (20) days of such notice.

At that time, the City Council shall hear the Contractor and the City representatives and make a determination as to whether or not there has been a breach of contract, and direct what further action shall be taken by the City or the Contractor, as hereinafter provided.

- J. CANCELLATION OR TERMINATION OF CONTRACT. If the Contractor fails to begin work at the time specified, or fails to perform the work with sufficient number of workers and sufficient and adequate equipment to ensure the proper and substantial performance of said refuse collection work, or performs unsuitable work, or discontinues the prosecution of the

work or any portion thereof, or for any other cause whatsoever, excepting force majeure events, does not carry on the work as aforesaid or otherwise defaults under any other terms, conditions or obligations of this franchise, or if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and if the City through its City Manager gives notice of such default, and the Contractor fails to rectify such default within seven (7) days after the giving of such notice by the City, then the City may thereupon by action of the City Council declare the franchise canceled. Such cancellation of the franchise shall not relieve the Contractor of liability for failure to faithfully perform this franchise, and in case the expense incurred by the City to secure substitute services provided for in said contract shall exceed the sum which would have been payable under the franchise, then the Contractor shall be liable to the City for the amount of any such expense in excess of the per-unit contract price.

- K. **NOTICES** All notices and other written communications, except as otherwise noted or hereafter specified in writing, required to be sent pursuant to this franchise shall be via the U.S. Mail, certified return receipt requested, to the following individuals at the address noted:

If to the City:

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

If to the Contractor:

General Manager
Allied Waste Services
6100 Elliott-Reeder Road
Fort Worth, TX 76117

**ALLIUM WASTE SERVICES
CITY OF BEDFORD
RATE SHEET**

**COMMERCIAL FRONT-LOAD RATES
PICKUPS PER WEEK**

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	58.59	113.99	170.97	227.97	284.97	341.96	32.07
3 YD	68.02	132.89	199.33	265.76	332.20	398.65	35.79
4 YD	77.47	151.79	227.66	303.56	379.44	455.35	39.73
6 YD	96.37	189.58	284.35	379.15	473.94	568.72	50.26
8 YD	115.27	227.37	341.05	454.73	568.41	682.10	60.17
2 YD Comp	184.54	378.46	601.81	820.69	1037.29	1261.84	59.98
6 YD Comp	303.56	629.42	1000.93	1364.92	1725.13	2098.59	88.45
8 YD Comp	381.53	748.03	1207.32	1691.61	2103.14	2516.95	112.51

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LD	DEPOSIT PER CONT
20 YD	OPEN	127.11	4.91	350.27	282.46
25 YD	OPEN	127.11	4.91	378.51	282.46
30 YD	OPEN	127.11	4.91	402.52	282.46
35 YD	OPEN	127.11	4.91	430.76	282.46
40 YD	OPEN	127.11	4.91	459.01	282.46
28 YD	COMP	127.11	NEGO	444.89	NEGO
30 YD	COMP	127.11	NEGO	487.26	NEGO
35 YD	COMP	127.11	NEGO	552.23	NEGO
40 YD	COMP	127.11	NEGO	586.12	NEGO
42 YD	COMP	127.11	NEGO	600.24	NEGO

SMALL COMMERCIAL RECYCLE

SIZE	1 X	2 X
18 GAL	2.08	4.15
32 GAL	3.67	7.31
64 GAL	5.30	9.77
95 GAL	6.28	10.57

FRANCHISE FEE 9% ADMIN. / COLLECTION FEE 5%

RESIDENTIAL SPECIAL HAUL FEE \$ 10.59 PER YARD, LOOSE MATERIAL

COMMERCIAL HANDLOAD 2 TIMES PER WEEK @ \$ 18.23 PER MONTH
(Limit 4 bags per pickup)

CASTERS \$1.06 /PER CASTER, PER LIFT
LOCKS \$2.11 /LIFT
GATES \$3.52 /PER GATE, PER LIFT

RESIDENTIAL CURBSIDE: \$7.18 /MONTH

RECYCLING CURBSIDE: \$1.97 /MONTH

RESI & RECYCLE CURBSIDE TOTAL: \$9.15 /MONTH

RESIDENTIAL SENIOR CITIZEN: \$7.18 /MONTH

RESIDENTIAL SENIOR CITIZEN RECYCLING: \$1.44 /MONTH

SR RESI & RECYCLE CURBSIDE TOTAL: \$8.62 /MONTH

RESIDENTIAL SENIOR FRONT DOOR: \$14.31 /MONTH

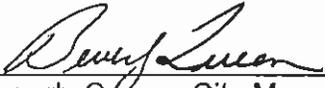
RESIDENTIAL SENIOR FRONT DOOR RECYCLE: \$3.07 /MONTH

RESI SENIOR FRONT DOOR TOTAL: \$17.38 /MONTH

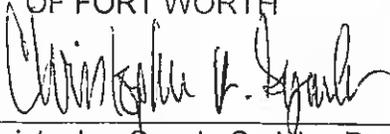
EFFECTIVE DATE 1/1/2009 CITY HALL PHONE # 817 / 952-2100

Signed this 5th day of December, 2008.

CITY OF BEDFORD

By: 
Beverly Queen, City Manager

ALLIED WASTE SYSTEMS, INC.
ALLIED WASTE SERVICES
OF FORT WORTH

By: 
Christopher Synek, Sr. Vice President

ATTEST:

By: 
Shanae Jennings, City Secretary

**AMENDMENT NO. 1 TO THAT CONTRACT BETWEEN THE CITY OF
BEDFORD AND ALLIED WASTE SYSTEMS, INC., D/B/A ALLIED WASTE
SERVICES FORT WORTH DATED AND EFFECTIVE October 19, 2009**

This contract amendment ("Contract Amendment No. 1") shall amend the Contract effective on January 1, 2009 by and between the City of Bedford, Texas ("City") and Allied Waste Systems, Inc. dba Allied Waste Services Fort Worth ("Contractor") (the "Contract").

The Contract is hereby amended by deleting Section W and replacing it in its entirety with a new Section W to read as follows:

W. MODIFICATION OF RATES.

DISPOSAL COST COMPONENT. The Contractor may request a rate increase on an annual basis. The percentage rate increase requested by the Contractor to recover disposal costs shall be based on the sum of the percentage rate change in the gate rates at the landfills used by the Contractor compared to the sum of the gate rates for compacted municipal solid waste in effect on the effective date of the Agreement. The percentage change in the sum of the gate rates shall be multiplied by the disposal cost factor of 30% and the resulting percentage shall be considered to be the disposal adjustment percentage for that period. In the event that the gate rate for one of the above landfills is reported in tons at any time, such rate shall be converted to a yardage rate based upon three (3) yards to one (1) ton. In calculating the disposal cost related rate increase, in no case would the percentage of the customer's rate being adjusted for the disposal cost exceed 30% of the total rate. The Contractor shall furnish adequate documentary evidence as to gate rates in effect on the date of request by January 1st of each year in which a rate increase for disposal costs is requested, and the City Council, upon investigation and consideration of the circumstances surrounding the request, may approve or disapprove such request, having due regard for such factors as the City Council may deem relevant in its sole discretion. The Contractor shall, upon request of the City, furnish all data it deems relevant to use in consideration of the rate increase request.

All other provisions of the Contract shall remain unchanged and in full force and effect.

Signed this 19th of October, 2009

CITY OF BEDFORD

By: _____

Jim Story
Jim Story, Mayor

ALLIED WASTE SYSTEMS, INC.
dba ALLIED WASTE SERVICES
OF FORT WORTH

By: _____

Nick Stefkovich
Nick Stefkovich, Area President

**AMENDMENT NO. 2 TO THAT SOLID WASTE COLLECTION SERVICES
CONTRACT BETWEEN THE CITY OF BEDFORD AND ALLIED WASTE SYSTEMS,
INC. D/B/A ALLIED WASTE SERVICES OF FORT WORTH DATED AND
EFFECTIVE June 22, 2010.**

This contract amendment ("Contract Amendment No. 2") shall amend the Solid Waste Collection Services Contract effective on January 1, 2009 by and between the City of Bedford, Texas ("City") and Allied Waste Systems, Inc. dba Allied Waste Services of Fort Worth ("Contractor") (the "Contract").

The Contract is hereby amended by deleting Section IV. "General Specifications" Subsection CC. "Collection Frequency and Days" and replacing it in its entirety with a new Section IV. "General Specifications", Subsection CC. "Collection Frequency and Days.

CC. COLLECTION FREQUENCY AND DAYS. The Contractor agrees to provide residential solid waste collection services as follows:

The Contractor shall collect all residential refuse in bundles, boxed bundles or disposable garbage containers two (2) times per week, on Monday and Thursday West of Central Drive and on Tuesday and Friday East of Central Drive.

The Monday/Thursday and Tuesday/Friday collection schedule shall be in keeping with the same schedule as much as practicable. A graphic depiction of the current Monday/Thursday and Tuesday/Friday pick-up schedule is available upon request to the City.

Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. Contractor may decline to collect any container not so placed. When a street is deemed impassable by the City, due to construction work being performed in the right of way the Contractor must follow the alternative route instructions provided by the City to service those locations.

In addition to the Monday/Thursday and Tuesday/Friday pickup schedule, Contractor may propose alternative pickup schedules for the City's consideration. Any alternative schedule should include the proposed rates associated with that schedule and all alternative schedules must include a minimum of two (2) times per week service.

The Contract is hereby amended by deleting Section V "Scope of Services", Subsection K "Storm Cleanup" and replacing it in its entirety with a new Section V "Scope of Services", Subsection K "Storm Cleanup" to read as follows:

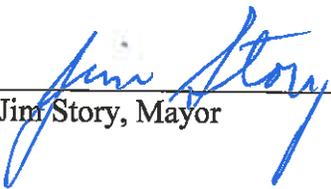
K. STORM CLEANUP. If significantly increased volumes of garbage and rubbish result from a tornado, severe winds, a severe storm or other catastrophic event without having to schedule a special estimate.

The City may choose to exchange either one or both of the annual cleanup days in return for credit toward storm cleanup costs. An annual cleanup day is defined as twenty (20) roll-off containers. This credit will include the costs normally associated with a cleanup day including the labor, pickup, disposal and other charges related to twenty (20) roll-offs. If the City elects to provide Storm Cleanup assistance above this credited amount the costs shall be calculated at a flat fee of \$132.00 per truck, per hour.

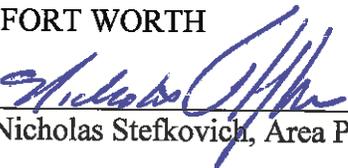
All other provisions of the original contract between the City of Bedford and Allied Waste Services of Fort Worth effective January 1, 2009, as well as Amendment No. 1 effective October 19, 2009, shall remain unchanged and in full force and effect.

Signed this 20th of July, 2010

CITY OF BEDFORD

By: 
Jim Story, Mayor

ALLIED WASTE SYSTEMS, INC.
d/b/a ALLIED WASTE SERVICES
OF FORT WORTH

By: 
Nicholas Stefkovich, Area President

**ALLIED WASTE SERVICES
CITY OF BEDFORD**

RATE SHEET - March 1, 2010

Option 2 - CPI - South Urban DFW (12 mo. Average)

**COMMERCIAL FRONT-LOAD RATES
PICKUPS PER WEEK**

SIZE	1X	2X	3X	4X	5X	6X	EXTRA
2 YD	58.32	113.47	170.18	226.92	283.66	340.39	31.92
3 YD	67.71	132.28	198.41	264.54	330.67	396.82	35.63
4 YD	77.11	151.09	226.61	302.16	377.69	453.26	39.55
6 YD	95.93	188.71	283.04	377.41	471.76	566.10	50.03
8 YD	114.74	226.32	339.48	452.64	565.80	678.96	59.89
2 YD Comp	183.69	376.72	599.04	816.91	1032.52	1256.04	59.70
6 YD Comp	302.16	626.52	996.33	1358.64	1717.19	2088.94	88.04
8 YD Comp	379.77	744.59	1201.77	1683.83	2093.47	2505.37	111.99

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LD	DEPOSIT PER CONT
20 YD	OPEN	126.53	4.89	348.66	281.16
25 YD	OPEN	126.53	4.89	376.77	281.16
30 YD	OPEN	126.53	4.89	400.67	281.16
35 YD	OPEN	126.53	4.89	428.78	281.16
40 YD	OPEN	126.53	4.89	456.90	281.16
28 YD	COMP	126.53	NEGO	442.84	NEGO
30 YD	COMP	126.53	NEGO	485.02	NEGO
35 YD	COMP	126.53	NEGO	549.69	NEGO
40 YD	COMP	126.53	NEGO	583.42	NEGO
42 YD	COMP	126.53	NEGO	597.48	NEGO

SMALL COMMERCIAL RECYCLE

SIZE	1X	2X
18 GAL	2.07	4.13
32 GAL	3.65	7.28
64 GAL	5.28	9.73
95 GAL	6.25	10.52

FRANCHISE FEE 9% ADMIN. / COLLECTION FEE 5%

RESIDENTIAL SPECIAL HAUL FEE \$ 10.54 PER YARD, LOOSE MATERIAL

COMMERCIAL HANDLOAD 2 TIMES PER WEEK @ \$ 18.15 PER MONTH
(Limit 4 bags per pickup)

CASTERS \$1.06 /PER CASTER, PER LIFT

LOCKS \$2.10 /LIFT

GATES \$3.50 /PER GATE, PER LIFT

RESIDENTIAL CURBSIDE: \$ 7.15 /MONTH

RECYCLING CURBSIDE: \$ 1.96 /MONTH

RESI & RECYCLE CURBSIDE TOTAL: \$9.11 /MONTH

RESIDENTIAL SENIOR CITIZEN: \$ 7.15 /MONTH

RESIDENTIAL SENIOR CITIZEN RECYCLING: \$ 1.43 /MONTH

SR RESI & RECYCLE CURBSIDE TOTAL: \$8.58 /MONTH

RESIDENTIAL SENIOR FRONT DOOR: \$ 14.24 /MONTH

RESIDENTIAL SENIOR FRONT DOOR RECYCLE: \$ 3.06 /MONTH

RESI SENIOR FRONT DOOR TOTAL: \$17.30 /MONTH

EFFECTIVE DATE 3/1/2010 CITY HALL PHONE # 817 / 952-2100

**ALLIED WASTE SERVICES
CITY OF BEDFORD
RATE SHEET - May 1, 2013**

**COMMERCIAL FRONT-LOAD RATES
PICKUPS PER WEEK**

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	60.51	117.73	176.56	235.43	294.30	353.15	33.12
3 YD	70.25	137.24	205.85	274.46	343.07	411.70	36.97
4 YD	80.00	156.76	235.11	313.49	391.85	470.26	41.03
6 YD	99.53	195.79	293.65	391.56	489.45	587.33	51.91
8 YD	119.04	234.81	352.21	469.61	587.02	704.42	62.14
2 YD Comp	190.58	390.85	621.50	847.54	1071.24	1303.14	61.94
6 YD Comp	313.49	650.01	1033.69	1409.59	1781.58	2167.28	91.34
8 YD Comp	394.01	772.51	1246.84	1746.97	2171.98	2599.32	116.19

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LD	DEPOSIT PER CONT
20 YD	OPEN	131.27	5.07	361.73	291.70
25 YD	OPEN	131.27	5.07	390.90	291.70
30 YD	OPEN	131.27	5.07	415.70	291.70
35 YD	OPEN	131.27	5.07	444.86	291.70
40 YD	OPEN	131.27	5.07	474.03	291.70
28 YD	COMP	131.27	NEGO	459.45	NEGO
30 YD	COMP	131.27	NEGO	503.21	NEGO
35 YD	COMP	131.27	NEGO	570.30	NEGO
40 YD	COMP	131.27	NEGO	605.30	NEGO
42 YD	COMP	131.27	NEGO	619.89	NEGO

SMALL COMMERCIAL RECYCLE

SIZE	1 X	2 X
18 GAL	2.15	4.28
32 GAL	3.79	7.55
64 GAL	5.48	10.09
95 GAL	6.48	10.91

FRANCHISE FEE 9% ADMIN. / COLLECTION FEE 5%
RESIDENTIAL SPECIAL HAUL FEE \$ 10.94 PER YARD, LOOSE MATERIAL

COMMERCIAL HANDLOAD 2 TIMES PER WEEK @ \$ 18.83 PER MONTH
(Limit 4 bags per pickup)

CASTERS \$1.10 /PER CASTER, PER LIFT
LOCKS \$2.18 /LIFT
GATES \$3.63 /PER GATE, PER LIFT

RESIDENTIAL CURBSIDE: \$ 7.42 /MONTH
RECYCLING CURBSIDE: \$ 2.03 /MONTH
RESI & RECYCLE CURBSIDE TOTAL: \$ 9.45 /MONTH

RESIDENTIAL SENIOR CITIZEN: \$ 7.42 /MONTH
RESIDENTIAL SENIOR CITIZEN RECYCLING: \$ 1.48 /MONTH
SR RESI & RECYCLE CURBSIDE TOTAL: \$ 8.90 /MONTH

RESIDENTIAL SENIOR FRONT DOOR: \$ 14.77 /MONTH
RESIDENTIAL SENIOR FRONT DOOR RECYCLE: \$ 3.17 /MONTH
RESI SENIOR FRONT DOOR TOTAL: \$ 17.95 /MONTH

EFFECTIVE DATE 5/1/2013 CITY HALL PHONE # 817 / 952-2100

**ALLIED WASTE SERVICES
CITY OF BEDFORD
RATE SHEET - May 1, 2015**

**COMMERCIAL FRONT-LOAD RATES
PICKUPS PER WEEK**

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	62.78	122.14	183.18	244.26	305.33	366.40	34.36
3 YD	72.88	142.39	213.57	284.75	355.94	427.14	38.35
4 YD	83.00	162.63	243.92	325.25	406.55	487.89	42.57
6 YD	103.26	203.13	304.67	406.25	507.81	609.35	53.85
8 YD	123.51	243.61	365.42	487.22	609.03	730.84	64.47
2 YD Comp	197.73	405.50	644.81	879.33	1111.41	1352.01	64.26
6 YD Comp	325.25	674.39	1072.46	1462.45	1848.39	2248.55	94.77
8 YD Comp	408.79	801.48	1293.59	1812.49	2253.42	2696.80	120.55

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LD	DEPOSIT PER CONT
20 YD	OPEN	136.20	5.26	375.30	302.64
25 YD	OPEN	136.20	5.26	405.56	302.64
30 YD	OPEN	136.20	5.26	431.28	302.64
35 YD	OPEN	136.20	5.26	461.54	302.64
40 YD	OPEN	136.20	5.26	491.81	302.64
28 YD	COMP	136.20	NEGO	476.68	NEGO
30 YD	COMP	136.20	NEGO	522.08	NEGO
35 YD	COMP	136.20	NEGO	591.69	NEGO
40 YD	COMP	136.20	NEGO	628.00	NEGO
42 YD	COMP	136.20	NEGO	643.13	NEGO

SMALL COMMERCIAL RECYCLE

SIZE	1 X	2 X
18 GAL	2.23	4.45
32 GAL	3.93	7.84
64 GAL	5.68	10.47
95 GAL	6.73	11.32

FRANCHISE FEE 9% ADMIN. / COLLECTION FEE 5%
RESIDENTIAL SPECIAL HAUL FEE \$ 11.35 PER YARD, LOOSE MATERIAL

COMMERCIAL HANDLOAD 2 TIMES PER WEEK @ \$ 19.54 PER MONTH
(Limit 4 bags per pickup)

CASTERS \$1.14 /PER CASTER, PER LIFT
LOCKS \$2.26 /LIFT
GATES \$3.77 /PER GATE, PER LIFT

RESIDENTIAL CURBSIDE: \$ 7.70 /MONTH
RECYCLING CURBSIDE: \$ 2.11 /MONTH
RESI & RECYCLE CURBSIDE TOTAL: \$ 9.81 /MONTH

RESIDENTIAL SENIOR CITIZEN: \$ 7.70 /MONTH
RESIDENTIAL SENIOR CITIZEN RECYCLING: \$ 1.54 /MONTH
SR RESI & RECYCLE CURBSIDE TOTAL: \$ 9.24 /MONTH

RESIDENTIAL SENIOR FRONT DOOR: \$ 15.33 /MONTH
RESIDENTIAL SENIOR FRONT DOOR RECYCLE: \$ 3.29 /MONTH
RESI SENIOR FRONT DOOR TOTAL: \$ 18.62 /MONTH

EFFECTIVE DATE 5/1/2015 CITY HALL PHONE # 817 / 952-2100

**ALLIED WASTE SERVICES
CITY OF BEDFORD
RATE SHEET - May 1, 2017**

**COMMERCIAL FRONT-LOAD RATES
PICKUPS PER WEEK**

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	65.13	126.72	190.05	253.42	316.78	380.14	35.65
3 YD	75.62	147.73	221.58	295.43	369.28	443.16	39.79
4 YD	86.11	168.73	253.07	337.44	421.79	506.19	44.17
6 YD	107.13	210.75	316.09	421.48	526.85	632.20	55.87
8 YD	128.14	252.75	379.12	505.50	631.87	758.24	66.88
2 YD Comp	205.14	420.71	668.99	912.30	1153.09	1402.71	66.67
6 YD Comp	337.44	699.68	1112.67	1517.29	1917.71	2332.87	98.32
8 YD Comp	424.12	831.54	1342.10	1880.45	2337.93	2797.93	125.07

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LD	DEPOSIT PER CONT
20 YD	OPEN	141.31	5.46	389.37	313.99
25 YD	OPEN	141.31	5.46	420.77	313.99
30 YD	OPEN	141.31	5.46	447.46	313.99
35 YD	OPEN	141.31	5.46	478.85	313.99
40 YD	OPEN	141.31	5.46	510.25	313.99
28 YD	COMP	141.31	NEGO	494.55	NEGO
30 YD	COMP	141.31	NEGO	541.66	NEGO
35 YD	COMP	141.31	NEGO	613.88	NEGO
40 YD	COMP	141.31	NEGO	651.55	NEGO
42 YD	COMP	141.31	NEGO	667.25	NEGO

SMALL COMMERCIAL RECYCLE

SIZE	1 X	2 X
18 GAL	2.31	4.61
32 GAL	4.08	8.13
64 GAL	5.90	10.87
95 GAL	6.98	11.75

FRANCHISE FEE 9% ADMIN. / COLLECTION FEE 5%
RESIDENTIAL SPECIAL HAUL FEE \$ 11.77 PER YARD, LOOSE MATERIAL

COMMERCIAL HANDLOAD 2 TIMES PER WEEK @ \$ 20.27 PER MONTH
(Limit 4 bags per pickup)

CASTERS \$1.18 /PER CASTER, PER LIFT
LOCKS \$2.35 /LIFT
GATES \$3.91 /PER GATE, PER LIFT

RESIDENTIAL CURBSIDE: \$ 7.98 /MONTH
RECYCLING CURBSIDE: \$ 2.19 /MONTH
RESI & RECYCLE CURBSIDE TOTAL: \$ 10.17 /MONTH

RESIDENTIAL SENIOR CITIZEN: \$ 7.98 /MONTH
RESIDENTIAL SENIOR CITIZEN RECYCLING: \$ 1.60 /MONTH
SR RESI & RECYCLE CURBSIDE TOTAL: \$ 9.58 /MONTH

RESIDENTIAL SENIOR FRONT DOOR: \$ 15.90 /MONTH
RESIDENTIAL SENIOR FRONT DOOR RECYCLE: \$ 3.42 /MONTH
RESI SENIOR FRONT DOOR TOTAL: \$ 19.32 /MONTH

EFFECTIVE DATE 5/1/2017 CITY HALL PHONE # 817/952-2100



Council Agenda Background

PRESENTER: David Miller, Deputy City Manager

DATE: 03/26/13

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

ITEM:

Consider an ordinance amending Ordinance No. 08-2906 awarding the contract to Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., for Recycling Services to include Article II. "Definitions"; Article IV. Section K. "Indemnification"; Article IV. Section W. "Modification of Rates"; and granting an extension of the contract for an additional five year term commencing on January 14, 2014.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Allied Waste approached the City several months ago regarding the possibility of extending their waste/recycle contract with the City. The current contract is set to expire January 2014. Allied has offered an extension rate that includes a series of increases over the course of six years. These increases are 3.75% beginning in May, 2013, 3.75% effective May, 2015 and 3.75% effective May 2017. In addition, the amendments include a definition of excluded waste. The actual provision has not changed from the original contract; however, the definition had been excluded. This adds the definition into the contract for clarification purposes only. Also included is a change to the Indemnification Clause negotiated per Council direction.

If approved, this will be the second amendment to the Recycling contract inclusive of the first renewal and an amendment passed in 2010 regarding a change in collection dates.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Ordinance No. 08-2906 awarding the contract to Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., for Recycling Services to include Article II. "Definitions"; Article IV. Section K. "Indemnification"; Article IV. Section W. "Modification of Rates"; granting an extension of the contract for an additional five year term commencing on January 14, 2014; providing a severability clause; and setting forth an effective date.

FISCAL IMPACT:

Current: \$1.96	Current Senior: \$1.43
May 2013: \$2.03	May 2013: \$1.48
May 2015: \$2.11	May 2015: \$1.54
May 2017: \$2.19	May 2017: \$1.60

ATTACHMENTS:

Ordinance
Exhibit A - Amendment to Agreement for Recycling Services
Current Contract
Rate Sheets – Current, May 2013, May 2015 and May 2017

ORDINANCE NO. 13-

AN ORDINANCE AMENDING ORDINANCE NO. 08-2906 AWARDED THE CONTRACT TO ALLIED WASTE SERVICES OF FORT WORTH, LLC, SUCCESSOR-IN-INTEREST TO ALLIED WASTE SYSTEMS, INC., FOR RECYCLING SERVICES TO INCLUDE ARTICLE II. "DEFINITIONS"; ARTICLE IV. SECTION K. "INDEMNIFICATION"; ARTICLE IV. SECTION W. "MODIFICATION OF RATES"; GRANTING AN EXTENSION OF THE CONTRACT FOR AN ADDITIONAL FIVE YEAR TERM COMMENCING ON JANUARY 14, 2014; PROVIDING A SEVERABILITY CLAUSE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Bedford desires to amend the Recycling Services Contract with Allied Waste Services of Fort Worth to include Article II. "Definitions"; Article IV. Section K. "Indemnification"; and Article IV. Section W. "Modification of Rates"; and,

WHEREAS, the City Council of Bedford, Texas desires to grant an extension of the contract for an additional five year term commencing on January 14, 2014.

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

SECTION 1. That the City of Bedford does hereby approve Amendment No. 2 to the Recycling Services Contract between the City of Bedford and Allied Waste Services of Fort Worth, LLC, successor-in-interest to Allied Waste Systems, Inc., hereto attached as Exhibit A.

SECTION 3. That all ordinances or parts of ordinances insofar as they are inconsistent or in conflict with the provisions of this ordinance are repealed to the extent of any conflict.

SECTION 4. That in the event that any portion or section of this ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or section of this ordinance which shall remain in full force and effect.

SECTION 5. This ordinance shall take effect upon passage and approval and in accordance with State law and the Charter of the City of Bedford, and execution and acknowledgement by an authorized representative of Allied Waste Services.

PASSED AND APPROVED this 26th day of March 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

**SECOND AMENDMENT TO
AGREEMENT FOR RECYCLING SERVICES**

This Second Amendment to Agreement for Recycling Services (this "Amendment") is dated effective the ___ day of _____, 2013 (the "Effective Date"), between the City of Bedford, Texas (the "City"), and Allied Waste Services of Fort Worth, LLC, a Texas limited liability company, as successor-in-interest to Allied Waste Systems, Inc. ("Contractor").

Recitals

A. The City and Contractor entered into that certain Agreement for Recycling Services, dated October 21, 2008, as amended (the "Agreement"), pursuant to which Contractor agreed to provide certain solid waste collection and disposal services.

B. The City and the Contractor now desire to amend certain provisions of the Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement.

2. Extension. The Agreement is hereby extended for an additional five (5) year term commencing on January 1, 2014.

3. Excluded Waste. The following new definition is hereby added to Article II of the Agreement:

"Excluded Waste – Recyclable Materials collected under this Agreement specifically exclude hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined herein and by federal, state, provincial or local law or any otherwise regulated waste ("Excluded Waste"). Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable law."

4. Title to Recyclable Materials. Title to Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle. Notwithstanding anything to the contrary in the Agreement, title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

5. Indemnification. Article IV, Section K of the Agreement is hereby deleted in its entirety and replaced with the following new Article IV, Section K:

“K. INDEMNIFICATION. "The Contractor shall waive all claims, fully release, indemnify, defend, and hold harmless the City and all of its elected and appointed officials, officers, agents, consultants, employees, attorneys, and invitees in both their public and private capacities, from any and all liability, claims, suits, demands, or causes of action which are a result of the Contractor's negligence or willful misconduct, or resulting from any third-party claims, demands, suits or legal actions regarding the validity of this contract or any portion thereof, including all expenses of litigation, damages, fines and/or settlement which may arise by injury to property, business interest (as it relates to third-party claims challenging the validity of this Agreement), or persons occasioned by the willful misconduct or negligent act of the Contractor, its officers, agents, consultants, employees or invitees, collectively, the "Contractor Parties", arising out of or in connection with this Agreement. The Contractor will at its own cost and expense defend and protect the City and all of its elected and appointed officials, officers, agents, consultants, employees, attorneys and invitees in both their public and private capacities, collectively, the "City Parties", from any and all such claims and demands. Also, the Contractor agrees to and shall indemnify, defend and hold harmless the City Parties, from and against all claims, losses, damages, causes of action, suit and liability, including all expenses of litigation, court costs and attorneys fees for injury to or death of any person or for any damage to any property arising out of the Contractors negligence or willful misconduct or in connection with willful misconduct or negligent acts of the Contractor Parties under this Agreement or any and all activity or use pursuant to this Agreement. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunity established by law or pursuant to Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law.”

6. Rate Adjustments. The first two paragraphs of Article IV, Section W are hereby deleted and replaced with the following new rate modification provision:

“W. MODIFICATION OF RATES. Each of the rates under this Agreement shall increase by 3.75% effective May 1st of the years 2013, 2015, and 2017.

7. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

8. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Effective Date.

CONTRACTOR:

CITY:

ALLIED WASTE SERVICES OF FORT WORTH, LLC,
a Texas limited liability company

CITY OF BEDFORD, TEXAS

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

AGREEMENT

FOR

**RECYCLING
SERVICES**

Issued By and Between

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

And

Allied Waste Services

Dated October 21, 2008

I INTRODUCTION:

The City of Bedford, Texas (the "City"), and Allied Waste Systems, Inc. dba Allied Waste Services of Fort Worth ("Contractor") are entering into this Agreement as of January 1, 2009 for co-mingled single stream, full-spectrum recycling services. This will include the following: (1) city-wide collection rates for single-family residences (including a discounted rate for Senior Citizens), (2) a pilot program for multi-family/apartment complexes, (3) an optional participation program for multi-family/apartment complexes, and (4) a small commercial customer recycling program. The new service Agreement will become effective upon approval by the City Council and will remain enforceable by contract.

II DEFINITIONS:

Curbside Pick-up - The collection of Recyclables within that portion of the Rights-of-Way adjacent to any paved or traveled City roadway.

City - The City of Bedford, Texas.

Collection Measurement Standard (CMS) - Total tons of recyclables collected expressed as a percentage of total tons of solid waste collected per month, quarter and year. The formula, $(\text{Total Tons of Recyclables} / \text{Total Tons of Solid Waste}) \times 100$, yields a ratio of recyclable materials diverted from the total solid waste stream and therefore not sent to a landfill or other disposal facility.

Co-mingled Single Stream Recycling - The process of collecting mixed recyclable materials in one (1) on-site container, which is taken to a sorting facility where materials are separated for recycling. Co-mingled single stream recycling does not require any presorting, sorting or separation prior to collection at the point of collection by the Customer.

Contractor - Allied Waste Services.

Customer - All persons, tenants or businesses receiving recycling services.

Direction of the City - All ordinances, laws, rules, regulations and Charter provisions of the City now in force or that may hereafter be passed and adopted which are not inconsistent with this ordinance.

Front Door Pick-up - Pick-up of Recyclables from behind the front yard building line. The collection container shall be placed in front of the building facing the street in such a manner clearly visible from the street as to be accessible without entering a gate. Front door recycling service shall be provided upon request, and at an additional charge, for all residential recycling customers.

Multi-family/Apartment - A multi-unit housing structure in which three or more families reside and claim as their permanent address.

Non-exclusive - No rights provided by the City shall be exclusive, and the city reserves the right to grant franchises, licenses, easements, or permissions to use the public rights-of-ways within the city to any person or entity as the City, in its sole discretion may determine to be in the public interest.

Recyclable Materials - The following items are classified as Recyclable Materials under this Contract:

- Glass – Clean unbroken glass containers, bottles/jars.
- Cans – Clean aluminum, tin/steel containers.
- Newspaper – Clean, dry, unsoiled newspaper.
- Plastic – PETE & HDPE containers (milk jugs & soft drink containers)

Residential (Single Family Residential) - A single, free standing structure designed, constructed and zoned to house two or less families who claim the residence as their permanent address.

Senior Citizen - A residential account holder that is 65 years of age or older.

Small Commercial Customer - An individual wholesale or retail business operating on a site zoned for commercial land uses and holding a City Certificate of Occupancy.

Small Commercial Recycle Container - A collection unit that is limited to one of these four capacities: 18 gallon bin, 32 gallon wheeled tote, 64 gallon wheeled tote and 95 gallon wheeled tote, or other City approved container.

Solid Waste - All animal or vegetable waste, refuse and other non-hazardous substances from residences, grocery stores, retail establishments, restaurants, churches, construction sites, and other homes and businesses. Also referred to as garbage, refuse or trash.

Tax - All applicable federal, state, local sales tax.

III GENERAL SCOPE OF WORK:

The Contractor will be required to provide co-mingled single stream recycling collection services to the City. Basic services will include residential, multi-family/apartments (pilot & optional program), and small commercial recycling collection. The Contractor shall provide all necessary containers (spelled out in Agreement) for the recycling collection. Details of collection are spelled out in this Agreement.

IV GENERAL SPECIFICATIONS:

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

- A. **DEFAULT.** Failure by the Contractor to adhere to any of the terms and conditions of this Agreement shall constitute a default. In the event of a default, the City may exercise any and all rights to enforce the Agreement or remedy any such default, including, but not limited to, terminating the franchise, recovery of any and all damages attributed to such default, reasonable expenses and attorney fees.
- B. **TAX-EXEMPT.** The City is exempt from all sales and excise taxes. Tax-exempt certificates are available upon request.
- C. **PRICE FIXING.** By entering into this Agreement, the Contractor affirms that it has not participated in nor been a party to any collusion, price fixing or any other agreement with any other company, firm, or person concerning the terms or pricing of this Agreement, nor will the Contractor, during the term of this Agreement, be a party to any collusion, price fixing or any other agreement with any other company, firm or person concerning the terms or pricing of this Agreement.
- D. **GRATUITIES.** The Contractor affirms that no gratuities in the form of entertainment, gifts or otherwise, were offered to any elected or appointed official, officer or employee of the City with a view toward inducing, securing or amending, or the making of any determination with respect to the Agreement.
- E. **FORCE MAJEURE.** Subject to the provisions and remedies in "VI, NN Interruption of Service," the Contractor agrees that neither party shall be required to perform any non-monetary term, condition or covenant in the contract so long as performance is prevented or delayed by force majeure, which shall mean reasonably unforeseeable acts of God, , material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably foreseen and within the control of the party required to perform and which by the exercise of due diligence said party is unable wholly, or in part, to prevent or overcome.
- F. **APPLICABLE LAW.** Any disagreement, dispute or legal proceedings regarding this Agreement shall be governed by the laws of the State of Texas, and venue for any such disagreement, dispute or legal proceedings shall lie in Tarrant County, Texas.

- G. **TAXES, UNEMPLOYMENT BENEFITS, ETC.** The Contractor hereby accepts exclusive liability for, and agrees to indemnify and hold the City harmless against liability for the payment of any and all contributions or taxes for unemployment insurance, old age pensions or annuities, or other purposes now or hereafter imposed by the Government of any State of the United States, which are in whole or part measured by and/or based upon the wages, salaries or remuneration paid to persons employed by the successful firm on working in connection with this Agreement.
- H. **ANTI-DISCRIMINATION.** The Contractor, in performing work required hereunder, shall comply with the provisions of Executive Order Number 11246 and shall not discriminate against any employee because of religion, race, color, sex, age or national origin.
- I. **LIENS.** The Contractor agrees to and shall indemnify and hold the City harmless against any and all liens and encumbrances for all labor, goods and services which may be provided under this Agreement by the Contractor's agents, Contractors, employees or vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- J. **AMENDMENTS.** No oral statement of any person shall amend, modify or otherwise change, or affect the terms, conditions, or specifications in this Agreement unless agreed in writing by both parties hereto.
- K. **INDEMNIFICATION.** **"The Contractor shall waive all claims, fully release, indemnify, defend, and hold harmless the City and all of its elected and appointed officials, officers, agents, consultants, employees, attorneys, and invitees in both their public and private capacities, from any and all liability, claims, suits, demands, or causes of action which are a result of the Contractor's negligence or willful misconduct, including all expenses of litigation, damages, fines and/or settlement which may arise by injury to property or persons occasioned by error, omission, intentional or negligent act of the Contractor, its officers, agents, consultants, employees or invitees, collectively, the "Contractor Parties", arising out of or in connection with this Agreement. The Contractor will at its own cost and expense defend and protect the City and all of its elected and appointed officials, officers, agents, consultants, employees, attorneys and invitees in both their public and private capacities, collectively, the "City Parties", from any and all such claims and demands. Also, the Contractor agrees to and shall indemnify, defend and hold harmless the City Parties, from and against all claims, losses, damages, causes of action, suit and liability, including all expenses of litigation, court costs and attorneys fees**

for injury to or death of any person or for any damage to any property arising out of the Contractor's negligence or willful misconduct or in connection with the error, omission, intentional or negligent acts of the Contractor Parties under this Agreement or any and all activity or use pursuant to this Agreement. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunity established by law or pursuant to Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law."

- L. INSURANCE. Except as otherwise specified, the Contractor and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of this Agreement insurance coverage with limits not less than those set forth herein with insurers and other forms of policies reasonably satisfactory to the City of Bedford. It shall be the responsibility of the Contractor and his subcontractors to maintain adequate insurance at all times during the term of this Agreement. Failure of the Contractor and its subcontractors to maintain adequate coverage shall be considered a material default.
- M. CERTIFICATES OF INSURANCE. At the time of the execution of this Agreement, the Contractor shall furnish the City with certificates of insurance as evidence that the Contractor has the policies providing the required coverages and limits of insurance and that they are in full force and effect. The certificates of insurance shall state the City as an additional insured. The certificates shall provide that any company issuing an insurance policy under this contract shall provide not less than 60-days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance for the Contractor, subcontractor insurance, and notices of any cancellations, terminations, or alterations of such policies shall be mailed to: Deputy City Manager and City Secretary, City of Bedford, 2000 Forest Ridge Drive, Building "A", Bedford, Texas 76021.
- N. COMPREHENSIVE GENERAL LIABILITY. This insurance shall be an occurrence type policy written in comprehensive form and shall protect the Contractor and its subcontractors and the City against all claims arising from bodily injury, sickness, disease or death of any person other than the Contractor's employees or damage to property of the City or others arising out of the act of omission of the Contractor or its subcontractors or their agents or employees or subcontractors. This policy shall also include

protection against claims insured by usual personal injury liability coverage, product liability, contractual liability, broad form property coverage, premises/operations, and independent contractors. Coverage required:

Bodily Injury & Property	\$ 1,000,000 Per Accident
	\$ 2,000,000 Aggregate

- O. **COMPREHENSIVE AUTOMOBILE LIABILITY.** This insurance shall be written in the comprehensive form and shall protect the Contractor and its subcontractors and the City against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Bodily Injury	\$ 1,000,000	Per Accident
Property Damage	\$ 1,000,000	Combined Single Limit

- P. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY.** The Contractor shall carry at all times Worker's Compensation Insurance pursuant to the laws of the State of Texas. The insurance shall protect the Contractor and its subcontractor in all claims under applicable state workers' compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an all-states endorsement. The liability limits shall not be less than the requirement of the State of Texas.

- Q. **WORKER'S COMPENSATION INSURANCE COVERAGE.**

1. **Definitions:**

Certificate of Coverage ("certificate")-a copy of a certificate of insurance, a certificate of authority to self-insured issued by the commission, or a coverage agreement showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on the contract, for the duration of the contract.

Duration of the Agreement - includes the time from the commencement to the termination of the Agreement.

Persons Providing Services Pursuant to the Agreement - includes all persons or entities performing all or part of the services the Contractor

has undertaken to perform any or all of the Agreement, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner/operators, employees of any such entity that furnishes persons perform any or all of the Agreement. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the contract. "Services" does not include activities unrelated to the contract, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- a. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, for all employees of the Contractor providing services on the contract, during the term of the Agreement.
- b. The Contractor must provide a certificate of coverage to the City prior to executing the Agreement, and shall remain in full force and effect during the term of the Agreement.
- c. The Contractor shall obtain from each person providing services on the contract, and provide to the City:
 - 1) a certificate of coverage provided to the City prior to that person beginning services contained in the Agreement,
 - 2) No less than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends prior to the termination of the Agreement.
 - 3) The Contractor shall retain all required certificates of coverage during the term of the Agreement and for one year thereafter.
 - 4) The Contractor shall notify the City in writing by certified mail of any change that materially affects the provisions of coverage required in the Agreement.
 - 5) The Contractor shall post on each contract site or location a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission informing all persons providing services on the contract that they are required to

be covered, and stating how a person may verify coverage and report lack of coverage.

R. REQUIRED WORKER'S COMPENSATION COVERAGE

"The law requires that each person working pursuant to the contract must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials or providing labor or transportation or other service related to the contract, regardless of the identity of their employer or status as an employee."

The Contractor shall contractually require each person with whom it contracts to perform any or all of this Agreement to:

1. provide coverage, based on property reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code during the term of the Agreement;
2. provide the Contractor, prior to that person performing any services provided in the Agreement,, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the contract, during the term of the Agreement;
3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the term of the Agreement;
4. obtain from each person with whom it contracts, and provide to the Contractor:
 - a. a certificate of coverage, prior to the person beginning any services contained in the Agreement; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the term of the Agreement.
5. retain all required certificates of coverage on file for the duration of the Agreement and for one year thereafter;
6. notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known of any change that

materially affects the provision of any person providing services on the contract;

7. contractually require each person with whom it contracts, to perform as required by paragraphs (1-7) with the certificates of coverage to be provided to the person for whom they are providing services;
8. by signing this Agreement or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services pursuant to this Agreement will be covered by workers' compensation coverage for the duration of the Agreement, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information will be considered to be an event of default;
9. the Contractor's failure to comply with any of these provisions is an event of default.

S. POLICY ENDORSEMENTS

Each insurance policy required shall include the following conditions by endorsement to the policy:

1. Each policy shall require that at least sixty (60) days prior to any, cancellation, a written notice thereof shall be given to the City by certified mail to: Deputy City Manager and City Secretary, City of Bedford, 2000 Forest Ridge Drive, Building "A", Bedford, Texas 76021.
2. The Contractor shall also notify City within 24 hours after any receipt of any notices of expiration, cancellation, non-renewal or material change in coverage it receives from its insurer by certified mail.
3. Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which all are the sole responsibility and risk of the Contractor. The City of Bedford must be included as an additional insured on all policies except Workers Compensation.

T. SAFETY

1. General

- a. The Contractor shall comply with all Occupational Safety and Health Act (OSHA) Standards and any other Federal, State or Local rules and regulations applicable to this Agreement in the State of Texas.
- b. The Contractor shall comply with any and all applicable safety provisions as a material provision of any Agreement with the City. The City may require demonstration of compliance by the Contractor upon reasonable request.

2. Safety Equipment and Training

The Contractor shall provide for the safety equipment to be used by its employees and/or all of its subcontractors. Further, the Contractor is responsible for all necessary safety training required for its employees and/or all of its subcontractors working as a result of this Agreement.

U. PERFORMANCE BOND.

Contractor shall be required to furnish a performance bond as security for the performance of this Agreement. Said performance bond must be in an amount equal to one hundred thousand dollars (\$100,000) for the term of the Agreement.

The Contractor shall pay any and all premiums for the Performance Bonds described above. A certificate for the surety showing that the Performance Bond premiums are paid in full shall accompany the Performance Bond. Such certificate shall be submitted to the City with the Performance Bond on an annual basis. The surety on the Performance Bonds shall be a duly authorized corporate surety authorized to do business in the State of Texas.

V. CONTRACT TERM AND RATES. The term of this Agreement shall be for five (5) years with no extensions. The Contractor may annually request a rate modification pursuant to the provisions outlined in the section entitled "MODIFICATION OF RATES."

W. MODIFICATION OF RATES.

Nothing contained herein shall restrict in any way the City's full exercise of discretion in setting charges, or granting any requested rated increases, for refuse collection and disposal services to any premises in the corporate limits of the City.

The rates agreed upon at the commencement of this Agreement, as reflected in the Rate Sheets attached hereto as Exhibit A, will remain effective until March 1, 2010. The rates may be adjusted upward or downward exclusively by City Council's sole discretion to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index ("CPI") using the CPI-DFW tables. The first CPI rate increase request by the Contractor to the City shall not be requested to be effective before March 1, 2010, and if desired shall be requested by the Contractor by filing a request with the City at least 60 days prior to the March 1st anniversary date. The annual rate adjustment, if approved by the City Council in its sole discretion, will not exceed 70% of the CPI. The Contractor may submit a request for CPI rate increase annually, but may not request more than one rate increase per year

OTHER COST COMPONENTS.

All extraordinary costs, fuel adjustments, and State pass through increases above the CPI adjustment will be handled separately and will be justified by Contractor and reviewed by the City Manager and considered for approval by the Council separately from any CPI or disposal increase requests.

CONSULTANT COSTS.

If the City deems it necessary to hire a consultant to review any portion of the requested rate increase, then the Contractor shall pay to the City 75% of the cost of any City-retained consultants hired to analyze and review a request for a rate increase. The Contractor's portion of cost to the City shall not to exceed \$18,000 per rate increase request. Failure by the Contractor to pay its share of the City's consultant's costs, as defined herein, within 30 days of being invoiced by the City shall be a default and shall result in any approved rate increase being denied for the requested year.

- X. **FAVORED NATIONS.** If during the term of this Agreement, Contractor enters into a contract, renews or extends a contract for waste service with any city in Northeast Tarrant County which provides for commercial service, twice weekly residential curbside take-all solid waste pick-up and once per week curbside recycling at rates which would produce lower revenues exclusive of fees than the rates provided herein then the City shall be entitled to utilize the entire rate schedule agreed to by Contractor for such municipality in place of those provided herein. Northeast Tarrant County Cities shall be defined as Richland Hills, Haltom City, Watauga, Colleyville, Hurst, Euless, Keller, Southlake, Westlake and Grapevine.
- Y. **FRANCHISE FEE.** As consideration for entering into this Agreement, the Contractor shall pay to the City a franchise fee equal to a minimum of nine

(9) percent of gross revenues collected. The City has the right to review and change this fee with no net reduction in payments to the Contractor.

In addition, all services that the Contractor may provide within the City of Bedford that results from this exclusive franchise will be subject to the Franchise Fee.

- ZZ. ADMINISTRATIVE COLLECTION FEE. As consideration for entering into this Agreement the Contractor must agree to pay an Administrative Collection Fee to the City equal to a minimum of five (5) percent of gross revenue collected for all services performed under this Agreement. The Administrative Collection Fee is intended to cover costs associated with collection administration, billing, and record keeping.
- AA. CUSTOMER SERVICE, LOCAL OFFICE AND COMPLAINTS. The Contractor shall provide responsive customer service and maintain competent and sufficient staffing at all times thereto. The Contractor shall maintain a local office, within Tarrant County, at its own expense, with a local telephone number for the purpose of handling complaints and other calls regarding the collection services provided. The Contractor agrees to secure an annual listing in a widely distributed local telephone directory under the name by which it conducts business in the City. The Contractor's local customer service center shall be equipped with sufficient personnel and phone equipment to respond to customer complaints and other inquiries between 7:00 a.m. and 6:00 p.m., Monday through Friday and 8:00 a.m. to 12:00 noon on Saturday. The Contractor shall also provide the City a telephone number by which the Contractor can be contacted for after hours emergencies.

Any and all complaints and inquires received prior to 2:00 PM shall be addressed and resolved, if practicable, by the end of the Contractor's workday. Any and all complaints and inquiries received after 2:00 PM shall be addressed and resolved, if practicable, before 12:00 noon the next working day.

The Contractor must designate a minimum of two (2) persons in their customer service function to participate in Bedford's citizen relationship management program, B-Service.

- BB. CUSTOMER SERVICE/COMPLAINTS REPORTING. The Contractor shall keep and maintain in the customer service center a daily log of all the service calls which shall show the nature of the call, complaint, or communication, and the resulting action taken as the basis for a monthly reporting process. The City shall have the right to inspect the daily log with 48 hours prior written notice. The Contractor shall maintain a complaint procedure that provides for addressing complaints and inquiries

within the timeframe described in this Agreement. A monthly report will be provided to the City indicating the number of complaints/inquiries received, the date and time received, the nature of the complaint/inquiry, and the resolution including date and time resolved. Throughout the term of this contract, the Contractor shall establish and maintain an authorized Managing Agent and shall designate to the City Manager the name, telephone number, and address of such agent upon whom all notices may be served by the City and to whom complaints received from citizens of the City may be directed. Service upon the Contractor's agent shall always constitute service upon the Contractor. All reports must be provided to the City by the 15th day of the following month. A penalty of \$150 will be assessed for each month that reports are not submitted by the deadline.

CC. **COLLECTION FREQUENCY AND DAYS.** The Contractor agrees to provide recycle services as follows:

1. Residential – The Contractor agrees to make one (1) weekly curbside (and/or front door) collection per residential customer either on Monday or Thursday.

The Monday or Thursday collection schedule shall be in keeping with the current schedule as much as practicable. A graphic depiction of the current Monday or Thursday pick-up schedule is available upon request to the City.

2. Multi-family/Apartment - The Contractor agrees to make a minimum of one (1) weekly collection per multi-family/apartment customer.

Additional collections (extra pick-up) may be requested by the multi-family/apartment customer depending on need. Such additional collections will be provided at the extra pick-up rate as proposed by the Contractor.

3. Small Commercial - The Contractor agrees to make a minimum of one (1) weekly collection per small commercial customer.

Additional collections (extra pick-up) maybe requested by a small commercial customer depending on need. Such additional collections will be provided at the extra pick-up rate as proposed by the Contractor.

When a street is deemed impassable by the City, due to construction work being performed in the right of way the Contractor must follow the alternative route instructions provided by the City to service those locations.

DD. COLLECTION TIMES. The Contractor agrees to provide recycle services during these designated hours as follows:

1. Residential - The Contractor shall not commence service to residential customers prior to 7:00 AM and shall not pick up recyclables in residential areas after 7:00 PM.

Residential customers shall place their recyclable containers in a designated location for collection no later than 7:00 AM on the designated collection day.

2. Multi-Family/Apartment - The Contractor shall not commence service to multi-family/apartment customers prior to 7:00 AM and shall not pick up recyclables in multi-family/apartment areas after 7:00 PM.

3. Small Commercial - The Contractor shall not commence service to small commercial customers prior to 7:00 AM and shall not pick up recyclables in small commercial areas after 7:00 PM. Pick-ups for commercial sites located immediately adjacent to single-family residential land uses shall cease at 7:00 PM.

Unusual or emergency situations requiring a later temporary change in schedule shall be communicated to, and approved by, city manager or his designee, prior to such a temporary time change being made.

EE. MISSED COLLECTIONS. Any missed collection shall be resolved the same business day, if practical, and if notification is received prior to 2:00 PM. If notification is received after 2:00 PM then the missed collection shall be resolved before 12:00 Noon, if practical, the next working day.

FF. VICIOUS ANIMALS. Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish the collection of recyclables in any case where the owners or tenants have animals at large, but the Contractor shall immediately notify the City, in writing, of such condition and of its inability to make collection.

GG. HOLIDAYS/MAKE-UP DAYS. The City and Contractor agree that the following days shall be recognized as holidays:

New Years Day	Thanksgiving Day
Independence Day	Christmas Day

The Contractor must provide a make-up day the next working day following the holiday, so that each customer receives the same number of collection days as would normally be received in a non-holiday week. For

Monday pick-up the make-up day will be Tuesday, and for Thursday pick-up the make-up day will be Friday. The Contractor will be solely responsible for timely notification of the affected customers of this holiday pick-up. The Contractor, with approval of the City Manager, may elect to collect on a holiday if the request is made in writing thirty (30) days prior to the holiday.

- HH. **INTERRUPTION OF SERVICE.** In the event that the collection and transportation of recyclables should be interrupted by any reason for more than forty-eight (48) hours, the City shall have the right to make temporary independent arrangements for the purposes of continuing this necessary service to residents in order to protect the public health and safety, for so long as the interruption of service continues.

If the interruption in service referenced above continues for a period of three (3) business days, and is not caused by a catastrophe, riot, war, governmental order or regulation, fire, accident, reasonably unforeseeable act of God, changes in laws, statutes, regulations or ordinances or other similar or different contingency beyond the reasonable control of the Contractor, then the City shall have the right to terminate the rights and privileges granted in this franchise.

If the interruption in service referenced above continues for a period of thirty (30) days for any reason, including an act or acts of force majeure, this will be an event of default.

- II. **BILLING.** The City will remit payment to the Contractor once per month based on gross revenues collected in the prior month, net of the nine (9) percent Franchise Fee and five (5) percent Administrative Fee no later than the 15th of the following month.

The City retains the right to prepay the Contractor. For each month that payment is sent to the Contractor by the 28th day of the month that the collection is made a 1% discount will be assessed.

- JJ. **COLLECTION REPORTING.** The Contractor will be required to provide the City with all necessary reports required by the City for its use in managing recycling services. The Contractor will provide monthly reports related to these four (4) specific areas:

1. Residential "Curbside and Front Door."
2. Multi-Family/Apartment Pilot Study.
3. Multi-Family/Apartment Optional Participation.

4. Small Commercial Optional Participation.

These reports will be based on the Collection Measurement Standard. The purpose of using this standard is to provide ongoing analysis by the Contractor to measure progress towards achieving the State of Texas' **goal** of a forty percent (40%) reduction in the total municipal solid waste stream, per Chapter 361 of the Texas Health and Safety Code.

In addition, the reports will provide the City with the number of customers in each collection category.

These, as well as all other monthly reports, will be required to be received by the City on or before the 15th day of the month following the reporting period. A penalty of \$150 will be assessed for each month that reports are not submitted by the deadline.

The City shall have the right to review the books and records kept incidental to the operation of Contractor's business within the City. All information so obtained shall be confidential and shall not be released by the City unless expressly authorized in writing by the Contractor or as required by the Texas Public Information Act.

- KK. OTHER REPORTS – The Contractor will complete all necessary recycling reports on behalf of the City for submittal to the Texas Commission on Environmental Quality (TCEQ). Annual TCEQ reports will be received by the City a least 30 days prior to due date for City review and approval.

The City may, at its sole discretion, require other reports it may deem necessary for the management of the recycling services associated with the contract and franchise.

- LL. RECYCLABLE MONITORING -- The Contractor must submit a proposed method for monitoring the content of its loads, in order to provide the City with assurance that the Contractor is hauling recyclables only, and not other waste material. Such method should provide the City the ability to ensure that the Contractor is not hauling waste, or mixed loads under the guise of recycling. Should the City have reason to suspect that the Contractor, either knowingly or unknowingly, is hauling mixed loads, the proposed method for monitoring load content shall be implemented to the satisfaction of the City.

The Contractor shall also submit proof to the City, upon demand of the City, that recyclable materials collected under this franchise are not being disposed of in a landfill. In addition, the Contractor shall provide proof of compliance with all Texas Commission on Environmental Quality (TCEQ)

rules, regulations or policies regarding the proper disposition of recyclable materials.

- MM. **PENALTIES.** The Contractor shall be subject to penalties for failure to collect and violation of the collection time provisions of this Agreement. The City Manager will have the sole discretion to assess any penalty.

Failure to Collect

In order to fairly provide quality customer service, the Contractor will be assessed a \$50 penalty for each missed pickup above 15 on a monthly basis.

Violation of Collection Times

Any violation of the collection times described herein will be subject to a penalty of \$350 per occurrence subject to the sole discretion of the City Manager.

V SCOPE OF SERVICES:

The Contractor shall adhere to the following standards for these categories.

- **Residential**
- **Multi-Family/Apartment**
- **Small Commercial Customer**

A. RESIDENTIAL

1. The recycling collection point will be curbside or front door depending on customer request. A separate collection rate for each type of collection point (curbside & front door) shall be provided by the Contractor.
2. Discounted rates for senior citizens shall be provided for both curbside and front door collection.
3. The process of collection will be co-mingled, single stream with these materials accepted: paper, newspaper, newspaper slick inserts, magazines, catalogs, junk mail, light cardboard packaging, brown paper bags, phone books, plastic, polyethylene terephthalate (PET), high density polyethylene plastics (HDPE), milk jugs, soft drink bottles, # 3 clear plastics, glass bottles and jars, metal cans, aluminum, tin and steel. This list is not to be considered comprehensive and may be amended as needed.

4. Collection containers (units) shall be eighteen (18) gallon bins and each shall be accompanied by a suitable, operable, weather resistant lid.
5. Collection frequency will be once per week with roughly one-half (1/2) of the customers serviced on Monday and the remaining customers on Thursday.
6. Collection zones will be established by the City of Bedford.
7. The containers provided by the Contractor shall be equipped with suitable operable covers to prevent blowing or scattering of refuse; shall be maintained in good order, appearance, and in sanitary condition; shall be of uniform color or color scheme; and shall be clearly marked with the Contractor's name and telephone number.

The Contractor will have the right to charge a replacement cost as recommended by the Contractor, and approved by the City, for containers which are lost, stolen or destroyed. The residential customer shall not be responsible for a container damaged or destroyed by the Contractor. The Contractor will have the right to charge for additional containers that are requested by a residential customer.

8. The Contractor will be required to pick up the quantity of recyclable material generated from a residential unit, provided that same is contained within 18 gallon recycle bin(s), meets the criteria in #3 above, and does not exceed a total of fifty (50) pounds total weight (container and recyclable material).
9. Large pieces of cardboard may be folded flat and placed under a collection bin for collection.

B. MULTI-FAMILY/APARTMENT

1. Pilot Program

- a. A pilot program will be established for a minimum of a sixty (60) consecutive day period of time. The start date for the pilot program will be determined by the City and will be based on discussions between the Contractor and City staff. The City reserves the right to not initiate the pilot program or terminate it for any reason at any time.
- b. Two (2) multi-family/apartment complexes will be utilized for the pilot program. These complexes will be selected based on discussions between the Contractor and City staff.

- c. A pilot program collection rate shall be proposed by the Contractor.
- d. The collection measurement standard will be determined by month from data accumulated at the completion of the pilot program.
- e. At the conclusion of the pilot program, collection measurement standard data will be reviewed by City staff and the Contractor.

2. Optional Participation Program

- a. An optional participation program making available recycling services for all apartment complexes may be implemented upon completion of the pilot program at the discretion of the City Council.
- b. Recycling services through this program will be available to each multi-family complex in the city upon written request made to the city. Said written request shall be forwarded to the Contractor in order for recycling services to be initiated.
- c. Upon completion of the above referenced pilot program, a multi-family/apartment collection rate shall be negotiated between the City and the Contractor.
- d. The Contractor will have the right to charge, and the City the right to collect, a fee based on the Contractor's proposed collection rate.

3. Performance Standards

The following performance standards must be met in both the pilot program and optional participation program.

- a. The collection point will be adjacent to solid waste receptacles. The sites will be agreed upon by the City and recommended by the Contractor with review and comment by multi-family/apartment complex management.
- b. The process of collection will be co-mingled, single stream with these materials accepted: paper, newspaper, newspaper slick inserts, magazines, catalogs, junk mail, light cardboard packaging, brown paper bags, phone books, plastic, polyethylene terephthalate, high density polyethylene plastics, milk jugs, soft drink bottles, # 3 clear plastics, glass bottles and jars, metal cans, aluminum, tin, and steel. This list is not considered to be comprehensive and maybe amended as needed.

- c. Collection containers (units) will be at a minimum 95-gallon wheeled totes and at a maximum eight (8) cubic yard, front load dumpsters.
- d. Collection frequency will be once per week (refer to VI General Specifications, (JJ). Collection Frequency and Days).
- e. Collection zones (or districts) can be requested by the Contractor, and can be designated with review and approval of the City.
- f. The Contractor will be required to pick up the quantity of material generated from an Apartment Complex, provided that same is properly prepared, bagged, and/or stored for collection.
- g. The Contractor shall not be required to collect recyclables that have been contaminated with trash, garbage or other non-compliant materials.

C. SMALL COMMERCIAL COLLECTION

- 1. Recycling services shall be provided to all small commercial businesses throughout the city on an optional participation basis. This program will be available upon written request made to the city. Said written request shall be forwarded to the Contractor in order for recycling services to be initiated.
- 2. The process of collection will be co-mingled, single stream with these materials accepted: paper, newspaper, newspaper slick inserts, magazines, catalogs, junk mail, light cardboard packaging, brown paper bags, phone books, plastic, polyethylene terephthalate (PET), high density polyethylene plastics (HDPE), milk jugs, soft drink bottles, # 3 clear plastics, glass bottles and jars, metal cans, aluminum, tin, and steel. This list is not considered to be comprehensive and may be amended as needed.
- 3. A small commercial collection rate shall be proposed.
- 4. The Contractor will have the right to charge, and the City the right to collect, a fee based on the Contractor's proposed collection rate.
- 5. The Contractor agrees to make a minimum of one (1) weekly collection per small commercial customer.
- 6. Additional collections (extra pick-up) maybe requested by a small commercial customer depending on need. Such additional collections will be provided at the extra pick-up rate as proposed by the Contractor.

7. Small commercial customers will have a recycling container choice that is limited to one of these four capacities: 18 gallon bin, 32 gallon wheeled tote, 64 gallon wheeled tote and 95 gallon wheeled tote, or other container as approved by the City.
8. Small commercial recycling collections shall be performed between 7:00 AM and 7:00 PM.
9. Holiday collections shall be the working day following the normal collection day.

Industrial Recycling Services –The Proposer shall provide any necessary information concerning vendors ability to provide the following industrial services.

- Open top recycling roll-off service (20, 30, and 40 yard)
- Compact service for cardboard recycling
- Special collection

VI EQUIPMENT:

The Contractor shall provide equipment which meets or exceeds the following:

- A. **TYPE.** The Contractor shall use only vehicles with bodies that are watertight to a depth of not less than eighteen (18) inches, with solid sides, using pneumatic tires. All equipment utilized by the Contractor shall be kept in good repair, appearance, and in a sanitary condition at all times.
- B. **AMOUNT.** The Contractor shall provide sufficient equipment in a proper operating condition so regular schedules and routes of collection can be maintained.
- C. **CONDITION.** Equipment is to be maintained in a clean and safe working condition. No advertising shall be permitted on vehicles. Vehicles must have name of the Contractor and phone numbers in letters and numbers legible from 150 feet and a unit number. The City shall have the right to inspect all equipment and may require the Contractor not to use a piece of equipment for good and reasonable cause. The Contractor's logo on the equipment shall not be considered advertising.
- D. **PROTECTION FROM SCATTERING.** Each vehicle shall be equipped with a cover, if needed, which may be net with mesh not greater than one and one-half (1½) inches, or a tarpaulin, or fully enclosed metal top in order to prevent leakage, blowing or scattering of recyclables onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the processing facility/location, or when

parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter recyclables; however, if recyclables are scattered from the Contractor's vehicle for any reason, they shall be picked up and removed immediately. Each vehicle shall be equipped with a broom and shovel for this purpose with pickup and removal being conducted in an orderly and safe manner. If the Contractor determines that said pickup and removal cannot occur in an orderly and safe manner, the Contractor shall take all measures appropriate to secure the area and immediately contact the City.

- E. **MISCELLANEOUS. No vehicle assigned to this contract shall be older than 10 years old.**

Vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition. An updated list of equipment must be submitted to the City on an annual basis. The list is due on the anniversary date of the contract.

The Contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations.

The Contractor shall train drivers to protect Bedford streets and not make sudden breaking stops that will damage street surfaces.

- F. **DAMAGE TO PAVEMENT.** The Contractor shall not be responsible for any damages to the City's pavement, curbing or other driving surfaces resulting from Contractor's providing service at City's location.

VII INCENTIVES:

The Contractor shall agree to meet the following minimum requirements relative to contributions, assistance requests, education strategies, and program supplements. They are as follows:

- A. Contractor agrees to provide a twice-yearly information that can be used to update citizens on recycling policies and programs regarding brush pickup, yard waste reduction, Christmas tree recycling, community clean-ups and other waste saving programs and events. Contractor agrees to provide camera-ready or digital format layouts for printing and distribution by the City. All promotional and educational materials must be approved by the City prior to printing. In addition, the Contractor will provide an annual contribution of \$12,000 cash for each year of the franchise as a contribution for the City's use in its educational, marketing, and advertising programs. First payment to be made on the effective date of franchise with future payments falling on the franchise anniversary date.

- B. Contractor will seek and assist in all grant applications that may be applicable in an effort to provide funding and in-kind resources for existing or future City recycling programs.
- C. Contractor will provide, at its own expense, a recycle program and appropriately sized collection containers at all municipal facilities, sites and during selected City sponsored special events designated by City staff during the term of the contract. Special events will include, but will not be limited to, the Bedford Music Festival and 4thfest.
- E. The Contractor shall donate annually to the City the sum of \$5,000 for a citywide beautification program to be implemented by a commission or board comprised of citizen volunteers. First payment to be made on the effective date of franchise with future payments falling on the franchise anniversary date.

VIII SUPERVISION BY CITY:

The City expressly reserves the right to establish necessary rules and regulations for recycling services and from time to time modify those rules and regulations. However, the Contractor shall be given due written notice and if requested in writing, the Contractor shall be entitled to a hearing before the City Council prior to the adoption of any such requirements.

The City expressly reserves the right to enforce health requirements. The City Manager, or his/her designee, may elect to make inspection trips to determine whether or not recyclable materials are being properly collected, transported and processed as required by the provisions of this or any other applicable health ordinance, State Agency rule, policy or law and in the event it is found that a violation exists or has existed, appropriate and timely action shall be taken to insure a full compliance with its provisions.

IX CONTRACTOR'S RELATION TO THE CITY:

- A. **CONTRACTOR AS INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that the Contractor is in all respects an independent Contractor as to the work, licenses, or privileges granted herein, notwithstanding the Contractor is bound to follow the direction of designated City officials, and that the Contractor is in no respect an officer, agent, servant or employee of the City. This Agreement specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in this franchise. It is further understood and agreed that Contractor shall be solely responsible for the acts and omissions of its officer, agents, servants, employees, contractors, subcontractors,

licensees, and invitees; that the doctrine of respondent superior shall not apply as between City and Contractor; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

- B. **ASSIGNMENT.** This franchise, or any portion thereof, shall not be assigned to an unaffiliated third party except with the prior written consent of the City Council, which shall be in the sole discretion of the City. No such consent will be construed as making the City a party of or to such sub franchise or contract, or subjecting the City to liability of any kind to any subcontractor firm. No assignment shall, under any circumstances, relieve the Contractor of its liability and obligation under this franchise, and despite any such assignment, the City shall deal through the Contractor. Subcontractors will be dealt with as workers and representatives of the Contractor, and as such shall be subject to the same requirements as to character and competence as are other employees of the Contractor.
- C. **CITY MANAGER TO BE REFEREE.** To prevent misunderstanding and litigation, the City Manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the franchise provisions, and the acceptable fulfillment of the franchise on the part of the Contractor; and the City Manager will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory. The City Manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of this franchise and the findings and conclusions may be appealed to the City Council. If at any time during the life of this contract, the performance of the Contractor does not meet the standards set forth herein, the Contractor, upon notification by the City, shall increase the forces, tools or equipment as needed to properly perform the contract. The failure of the City to give such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by this Agreement.
- D. **INSPECTION OF WORK.** The Contractor shall furnish the City Manager or his authorized representative with every reasonable opportunity for ascertaining whether or not the work performed is in accordance with the requirements of this franchise. The City Manager may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contractor shall allow authorized representatives of the City to make such inspections.
- E. **LIAISON.** The Contractor shall designate, in writing, the person to serve as agent and liaison between its organization and the City.

- F. **TAXES.** The Contractor shall be responsible for all federal, state and local taxes including sales tax, social security, unemployment insurance, ad valorem, and other required taxes which may be chargeable against labor, material, equipment, real estate and other items necessary to and in performance of this franchise.
- G. **CITY NOT LIABLE FOR DELAYS.** It is expressly understood and agreed that in no event shall the City be liable or responsible to the Contractor or to any other person for any stoppage or delay in the work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or from or on account of any delay from any cause over which the City has no control.
- H. **LICENSES, PERMITS, FEES.** Contractor agrees to obtain and pay for all licenses, permits, certifications, inspections, and other fees required by law or otherwise necessary to perform the services prescribed herein. The Contractor shall also pay, at its own expense, any and all fees associated with the collection, transportation, and processing of recyclables.
- I. **BREACH OF CONTRACT OR DEFAULT.** It shall be the duty of the City Manager and/or his designee to observe the collection, transportation and processing of recyclables, if in the opinion of the City Manager there has been a breach of contract or default as defined herein, the City shall notify the Contractor, in writing, specifying the manner in which there has been a breach of contract. If within a period of seven (7) days, the Contractor has not eliminated the conditions considered to be a breach of contract, the City Manager shall so notify the City Council and a hearing shall be set for a date within twenty (20) days of such notice.

At that time, the City Council shall hear the Contractor and the City representatives and make a determination as to whether or not there has been a breach of contract, and direct what further action shall be taken by the City or the Contractor, as hereinafter provided.

- J. **CANCELLATION OR TERMINATION OF CONTRACT.** If the Contractor fails to begin work at the time specified, or fails to perform the work with sufficient number of workers and sufficient and adequate equipment to ensure the proper and substantial performance of said refuse collection work, or performs unsuitable work, or discontinues the prosecution of the work or any portion thereof, or for any other cause whatsoever, excepting force majeure events, does not carry on the work as aforesaid or otherwise defaults under any other terms, conditions or obligations of this franchise, or if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and

if the City through its City Manager gives notice of such default, and the Contractor fails to rectify such default within seven (7) days after the giving of such notice by the City, then the City may thereupon by action of the City Council declare the franchise canceled. Such cancellation of the franchise shall not relieve the Contractor of liability for failure to faithfully perform this franchise, and in case the expense incurred by the City to secure substitute services provided for in said contract shall exceed the sum which would have been payable under the franchise, then the Contractor shall be liable to the City for the amount of any such expense in excess of the per-unit contract price.

- K. NOTICES. All notices and other written communications, except as otherwise noted or hereafter specified in writing, required to be sent pursuant to this franchise shall be via the U.S. Mail, certified return receipt requested, to the following individuals at the address noted:

If to the City:

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

If to the Contractor:

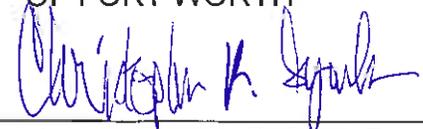
General Manager
Allied Waste Services
6100 Elliott-Reeder Road
Fort Worth, TX 76117

Signed this 5th day of December, 2008.

CITY OF BEDFORD

By: 
Beverly Queen, City Manager

ALLIED WASTE SYSTEMS, INC.
ALLIED WASTE SERVICES
OF FORT WORTH

By: 
Christopher Synek, Sr. Vice President

ATTEST:

By: 
Shanae Jennings, City Secretary

AMENDMENT NO. 1 TO THAT CONTRACT BETWEEN THE CITY OF
BEDFORD AND ALLIED WASTE SYSTEMS, INC., D/B/A ALLIED WASTE
SERVICES FORT WORTH DATED AND EFFECTIVE October 19, 2009

This contract amendment ("Contract Amendment No. 1") shall amend the Contract effective on January 1, 2009 by and between the City of Bedford, Texas ("City") and Allied Waste Systems, Inc. dba Allied Waste Services Fort Worth ("Contractor") (the "Contract").

The Contract is hereby amended by deleting Section W and replacing it in its entirety with a new Section W to read as follows:

W. MODIFICATION OF RATES.

DISPOSAL COST COMPONENT. The Contractor may request a rate increase on an annual basis. The percentage rate increase requested by the Contractor to recover disposal costs shall be based on the sum of the percentage rate change in the gate rates at the landfills used by the Contractor compared to the sum of the gate rates for compacted municipal solid waste in effect on the effective date of the Agreement. The percentage change in the sum of the gate rates shall be multiplied by the disposal cost factor of 30% and the resulting percentage shall be considered to be the disposal adjustment percentage for that period. In the event that the gate rate for one of the above landfills is reported in tons at any time, such rate shall be converted to a yardage rate based upon three (3) yards to one (1) ton. In calculating the disposal cost related rate increase, in no case would the percentage of the customer's rate being adjusted for the disposal cost exceed 30% of the total rate. The Contractor shall furnish adequate documentary evidence as to gate rates in effect on the date of request by January 1st of each year in which a rate increase for disposal costs is requested, and the City Council, upon investigation and consideration of the circumstances surrounding the request, may approve or disapprove such request, having due regard for such factors as the City Council may deem relevant in its sole discretion. The Contractor shall, upon request of the City, furnish all data it deems relevant to use in consideration of the rate increase request.

All other provisions of the Contract shall remain unchanged and in full force and effect.

Signed this 19th of October, 2009

CITY OF BEDFORD

By: Jim Story
Jim Story, Mayor

ALLIED WASTE SYSTEMS, INC.
dba ALLIED WASTE SERVICES
OF FORT WORTH

By: Nick Stefkovich
Nick Stefkovich, Area President

**AMENDMENT NO. 1 TO THAT CONTRACT FOR RECYCLING SERVICES
BETWEEN THE CITY OF BEDFORD AND ALLIED WASTE SYSTEMS, INC. D/B/A
ALLIED WASTE SERVICES OF FORT WORTH DATED AND EFFECTIVE
June 22, 2010.**

This contract amendment ("Contract Amendment No. 1") shall amend the Contract for Recycling Services effective on January 1, 2009 by and between the City of Bedford, Texas ("City") and Allied Waste Systems, Inc. dba Allied Waste Services of Fort Worth ("Contractor") (the "Contract").

The contract is hereby amended by deleting Section IV "General Specifications", Subsection CC "Collection Frequency and Days", 1. "Residential", and replacing it in its entirety with a new Section IV "General Specifications", Subsection CC "Collection Frequency and Days", 1. "Residential" to read as follows:

CC. COLLECTION FREQUENCY AND DAYS. The Contractor agrees to provide recycle services as follows:

1. Residential – The Contractor agrees to make one (1) weekly curbside (and/or front door) collection per residential customer. Residential recycling service will be picked up once a week on Thursday, West of Central Drive, and on Friday, East of Central Drive.

The Thursday or Friday collection schedule shall be in keeping with the same schedule as much as practicable. A graphic depiction of the current Thursday or Friday pick-up schedule is available upon request to the City.

2. Multi-family/Apartment - The Contractor agrees to make a minimum of one (1) weekly collection per multi-family/apartment customer.

Additional collections (extra pick-up) may be requested by the multi-family/apartment customer depending on need. Such additional collections will be provided at the extra pick-up rate as proposed by the Contractor.

3. Small Commercial - The Contractor agrees to make a minimum of one (1) weekly collection per small commercial customer.

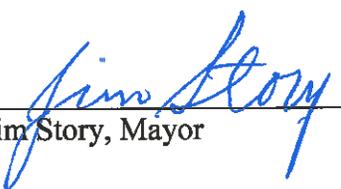
Additional collections (extra pick-up) maybe requested by a small commercial customer depending on need. Such additional collections will be provided at the extra pick-up rate as proposed by the Contractor.

When a street is deemed impassable by the City, due to construction work being performed in the right of way the Contractor must follow the alternative route instructions provided by the City to service those locations.

All other provisions of the original Recycling Services contract between the City of Bedford and Allied Waste Services of Fort Worth effective January 1, 2009 shall remain unchanged and in full force and effect.

Signed this 20th of July, 2010

CITY OF BEDFORD

By: 

Jim Story, Mayor

ALLIED WASTE SYSTEMS, INC.
d/b/a ALLIED WASTE SERVICES
OF FORT WORTH

By: 

Nicholas Stefkovich, Area President

**ALLIED WASTE SERVICES
CITY OF BEDFORD**

RATE SHEET - March 1, 2010

Option 2 - CPI - South Urban DFW (12 mo. Average)

**COMMERCIAL FRONT-LOAD RATES
PICKUPS PER WEEK**

SIZE	1X	2X	3X	4X	5X	6X	EXTRA
2 YD	58.32	113.47	170.18	226.92	283.66	340.39	31.92
3 YD	67.71	132.28	198.41	264.54	330.67	396.82	35.63
4 YD	77.11	151.09	226.61	302.16	377.69	453.26	39.55
6 YD	95.93	188.71	283.04	377.41	471.76	566.10	50.03
8 YD	114.74	226.32	339.48	452.64	565.80	678.96	59.89
2 YD Comp	183.69	376.72	599.04	816.91	1032.52	1256.04	59.70
6 YD Comp	302.16	626.52	996.33	1358.64	1717.19	2088.94	88.04
8 YD Comp	379.77	744.59	1201.77	1683.83	2093.47	2505.37	111.99

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LD	DEPOSIT PER CONT
20 YD	OPEN	126.53	4.89	348.66	281.16
25 YD	OPEN	126.53	4.89	376.77	281.16
30 YD	OPEN	126.53	4.89	400.67	281.16
35 YD	OPEN	126.53	4.89	428.78	281.16
40 YD	OPEN	126.53	4.89	456.90	281.16
28 YD	COMP	126.53	NEGO	442.84	NEGO
30 YD	COMP	126.53	NEGO	485.02	NEGO
35 YD	COMP	126.53	NEGO	549.69	NEGO
40 YD	COMP	126.53	NEGO	583.42	NEGO
42 YD	COMP	126.53	NEGO	597.48	NEGO

SMALL COMMERCIAL RECYCLE

SIZE	1X	2X
18 GAL	2.07	4.13
32 GAL	3.65	7.28
64 GAL	5.28	9.73
95 GAL	6.25	10.52

FRANCHISE FEE 9% ADMIN. / COLLECTION FEE 5%

RESIDENTIAL SPECIAL HAUL FEE \$ 10.54 PER YARD, LOOSE MATERIAL

COMMERCIAL HANDLOAD 2 TIMES PER WEEK @ \$ 18.15 PER MONTH
(Limit 4 bags per pickup)

CASTERS \$1.06 /PER CASTER, PER LIFT
LOCKS \$2.10 /LIFT
GATES \$3.50 /PER GATE, PER LIFT

RESIDENTIAL CURBSIDE: \$ 7.15 /MONTH

RECYCLING CURBSIDE: \$ 1.96 /MONTH

RESI & RECYCLE CURBSIDE TOTAL: \$9.11 /MONTH

RESIDENTIAL SENIOR CITIZEN: \$ 7.15 /MONTH

RESIDENTIAL SENIOR CITIZEN RECYCLING: \$ 1.43 /MONTH

SR RESI & RECYCLE CURBSIDE TOTAL: \$8.58 /MONTH

RESIDENTIAL SENIOR FRONT DOOR: \$ 14.24 /MONTH

RESIDENTIAL SENIOR FRONT DOOR RECYCLE: \$ 3.06 /MONTH

RESI SENIOR FRONT DOOR TOTAL: \$17.30 /MONTH

EFFECTIVE DATE 3/1/2010 CITY HALL PHONE # 817 / 952-2100

**ALLIED WASTE SERVICES
CITY OF BEDFORD
RATE SHEET - May 1, 2013**

**COMMERCIAL FRONT-LOAD RATES
PICKUPS PER WEEK**

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	60.51	117.73	176.56	235.43	294.30	353.15	33.12
3 YD	70.25	137.24	205.85	274.46	343.07	411.70	36.97
4 YD	80.00	156.76	235.11	313.49	391.85	470.26	41.03
6 YD	99.53	195.79	293.65	391.56	489.45	587.33	51.91
8 YD	119.04	234.81	352.21	469.61	587.02	704.42	62.14
2 YD Comp	190.58	390.85	621.50	847.54	1071.24	1303.14	61.94
6 YD Comp	313.49	650.01	1033.69	1409.59	1781.58	2167.28	91.34
8 YD Comp	394.01	772.51	1246.84	1746.97	2171.98	2599.32	116.19

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LD	DEPOSIT PER CONT
20 YD	OPEN	131.27	5.07	361.73	291.70
25 YD	OPEN	131.27	5.07	390.90	291.70
30 YD	OPEN	131.27	5.07	415.70	291.70
35 YD	OPEN	131.27	5.07	444.86	291.70
40 YD	OPEN	131.27	5.07	474.03	291.70
28 YD	COMP	131.27	NEGO	459.45	NEGO
30 YD	COMP	131.27	NEGO	503.21	NEGO
35 YD	COMP	131.27	NEGO	570.30	NEGO
40 YD	COMP	131.27	NEGO	605.30	NEGO
42 YD	COMP	131.27	NEGO	619.89	NEGO

SMALL COMMERCIAL RECYCLE

SIZE	1 X	2 X
18 GAL	2.15	4.28
32 GAL	3.79	7.55
64 GAL	5.48	10.09
95 GAL	6.48	10.91

FRANCHISE FEE 9% ADMIN. / COLLECTION FEE 5%
RESIDENTIAL SPECIAL HAUL FEE \$ 10.94 PER YARD, LOOSE MATERIAL

COMMERCIAL HANDLOAD 2 TIMES PER WEEK @ \$ 18.83 PER MONTH
(Limit 4 bags per pickup)

CASTERS \$1.10 /PER CASTER, PER LIFT
LOCKS \$2.18 /LIFT
GATES \$3.63 /PER GATE, PER LIFT

RESIDENTIAL CURBSIDE: \$ 7.42 /MONTH
RECYCLING CURBSIDE: \$ 2.03 /MONTH
RESI & RECYCLE CURBSIDE TOTAL: \$ 9.45 /MONTH

RESIDENTIAL SENIOR CITIZEN: \$ 7.42 /MONTH
RESIDENTIAL SENIOR CITIZEN RECYCLING: \$ 1.48 /MONTH
SR RESI & RECYCLE CURBSIDE TOTAL: \$ 8.90 /MONTH

RESIDENTIAL SENIOR FRONT DOOR: \$ 14.77 /MONTH
RESIDENTIAL SENIOR FRONT DOOR RECYCLE: \$ 3.17 /MONTH
RESI SENIOR FRONT DOOR TOTAL: \$ 17.95 /MONTH

EFFECTIVE DATE 5/1/2013 CITY HALL PHONE # 817 / 952-2100

**ALLIED WASTE SERVICES
CITY OF BEDFORD
RATE SHEET - May 1, 2015**

**COMMERCIAL FRONT-LOAD RATES
PICKUPS PER WEEK**

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	62.78	122.14	183.18	244.26	305.33	366.40	34.36
3 YD	72.88	142.39	213.57	284.75	355.94	427.14	38.35
4 YD	83.00	162.63	243.92	325.25	406.55	487.89	42.57
6 YD	103.26	203.13	304.67	406.25	507.81	609.35	53.85
8 YD	123.51	243.61	365.42	487.22	609.03	730.84	64.47
2 YD Comp	197.73	405.50	644.81	879.33	1111.41	1352.01	64.26
6 YD Comp	325.25	674.39	1072.46	1462.45	1848.39	2248.55	94.77
8 YD Comp	408.79	801.48	1293.59	1812.49	2253.42	2696.80	120.55

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LD	DEPOSIT PER CONT
20 YD	OPEN	136.20	5.26	375.30	302.64
25 YD	OPEN	136.20	5.26	405.56	302.64
30 YD	OPEN	136.20	5.26	431.28	302.64
35 YD	OPEN	136.20	5.26	461.54	302.64
40 YD	OPEN	136.20	5.26	491.81	302.64
28 YD	COMP	136.20	NEGO	476.68	NEGO
30 YD	COMP	136.20	NEGO	522.08	NEGO
35 YD	COMP	136.20	NEGO	591.69	NEGO
40 YD	COMP	136.20	NEGO	628.00	NEGO
42 YD	COMP	136.20	NEGO	643.13	NEGO

SMALL COMMERCIAL RECYCLE

SIZE	1 X	2 X
18 GAL	2.23	4.45
32 GAL	3.93	7.84
64 GAL	5.68	10.47
95 GAL	6.73	11.32

FRANCHISE FEE 9% ADMIN. / COLLECTION FEE 5%
RESIDENTIAL SPECIAL HAUL FEE \$ 11.35 PER YARD, LOOSE MATERIAL

COMMERCIAL HANDLOAD 2 TIMES PER WEEK @ \$ 19.54 PER MONTH
(Limit 4 bags per pickup)

CASTERS \$1.14 /PER CASTER, PER LIFT
LOCKS \$2.26 /LIFT
GATES \$3.77 /PER GATE, PER LIFT

RESIDENTIAL CURBSIDE: \$ 7.70 /MONTH
RECYCLING CURBSIDE: \$ 2.11 /MONTH
RESI & RECYCLE CURBSIDE TOTAL: \$ 9.81 /MONTH

RESIDENTIAL SENIOR CITIZEN: \$ 7.70 /MONTH
RESIDENTIAL SENIOR CITIZEN RECYCLING: \$ 1.54 /MONTH
SR RESI & RECYCLE CURBSIDE TOTAL: \$ 9.24 /MONTH

RESIDENTIAL SENIOR FRONT DOOR: \$ 15.33 /MONTH
RESIDENTIAL SENIOR FRONT DOOR RECYCLE: \$ 3.29 /MONTH
RESI SENIOR FRONT DOOR TOTAL: \$ 18.62 /MONTH

EFFECTIVE DATE 5/1/2015 CITY HALL PHONE # 817 / 952-2100

**ALLIED WASTE SERVICES
CITY OF BEDFORD
RATE SHEET - May 1, 2017**

**COMMERCIAL FRONT-LOAD RATES
PICKUPS PER WEEK**

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA
2 YD	65.13	126.72	190.05	253.42	316.78	380.14	35.65
3 YD	75.62	147.73	221.58	295.43	369.28	443.16	39.79
4 YD	86.11	168.73	253.07	337.44	421.79	506.19	44.17
6 YD	107.13	210.75	316.09	421.48	526.85	632.20	55.87
8 YD	128.14	252.75	379.12	505.50	631.87	758.24	66.88
2 YD Comp	205.14	420.71	668.99	912.30	1153.09	1402.71	66.67
6 YD Comp	337.44	699.68	1112.67	1517.29	1917.71	2332.87	98.32
8 YD Comp	424.12	831.54	1342.10	1880.45	2337.93	2797.93	125.07

COMMERCIAL ROLLOFF RATES

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LD	DEPOSIT PER CONT
20 YD	OPEN	141.31	5.46	389.37	313.99
25 YD	OPEN	141.31	5.46	420.77	313.99
30 YD	OPEN	141.31	5.46	447.46	313.99
35 YD	OPEN	141.31	5.46	478.85	313.99
40 YD	OPEN	141.31	5.46	510.25	313.99
28 YD	COMP	141.31	NEGO	494.55	NEGO
30 YD	COMP	141.31	NEGO	541.66	NEGO
35 YD	COMP	141.31	NEGO	613.88	NEGO
40 YD	COMP	141.31	NEGO	651.55	NEGO
42 YD	COMP	141.31	NEGO	667.25	NEGO

SMALL COMMERCIAL RECYCLE

SIZE	1 X	2 X
18 GAL	2.31	4.61
32 GAL	4.08	8.13
64 GAL	5.90	10.87
95 GAL	6.98	11.75

FRANCHISE FEE 9% ADMIN. / COLLECTION FEE 5%
RESIDENTIAL SPECIAL HAUL FEE \$ 11.77 PER YARD, LOOSE MATERIAL

COMMERCIAL HANDLOAD 2 TIMES PER WEEK @ \$ 20.27 PER MONTH
(Limit 4 bags per pickup)

CASTERS \$1.18 /PER CASTER, PER LIFT
LOCKS \$2.35 /LIFT
GATES \$3.91 /PER GATE, PER LIFT

RESIDENTIAL CURBSIDE: \$ 7.98 /MONTH
RECYCLING CURBSIDE: \$ 2.19 /MONTH
RESI & RECYCLE CURBSIDE TOTAL: \$ 10.17 /MONTH

RESIDENTIAL SENIOR CITIZEN: \$ 7.98 /MONTH
RESIDENTIAL SENIOR CITIZEN RECYCLING: \$ 1.60 /MONTH
SR RESI & RECYCLE CURBSIDE TOTAL: \$ 9.58 /MONTH

RESIDENTIAL SENIOR FRONT DOOR: \$ 15.90 /MONTH
RESIDENTIAL SENIOR FRONT DOOR RECYCLE: \$ 3.42 /MONTH
RESI SENIOR FRONT DOOR TOTAL: \$ 19.32 /MONTH

EFFECTIVE DATE 5/1/2017 CITY HALL PHONE # 817/952-2100



Council Agenda Background

<u>PRESENTER:</u> Clifford Blackwell, CGFO, Director of Admin Services David Coleman, CPA – BKD, LLP	<u>DATE:</u> 03/12/13
Council Mission Area: Demonstrate excellent customer service in an efficient manner.	
<u>ITEM:</u> Consider a resolution accepting the report from the independent auditor and the audited financial statements for the fiscal year ended September 30, 2012. City Attorney Review: N/A City Manager Review: _____	
<u>DISCUSSION:</u> David Coleman, a senior manager for the National Not-for-Profit and Government Group of BKD, L.L.P., will present the independent auditor’s report and answer any questions regarding the audited financial statements. On February 19, 2012, BKD presented the detailed audit report to the Audit Committee, consisting of Mayor Jim Griffin, Mayor Pro-tem Roy Turner, and Councilmember Chris Brown, along with City Manager Beverly Griffith, Accounting Manager Paula McPartlin and Director of Administrative Services Clifford Blackwell. In the meeting, BKD discussed the City of Bedford’s financial position, with respect to its fund reserves, its debt capacity, and its comparison to budgetary constraints. Overall, BKD found the City’s financials for the fiscal year ending September 30, 2012 are presented fairly and without any material misstatement. BKD, L.L.P. was awarded the City’s proposal on May 8, 2012 to conduct the annual audit for the fiscal years ending 2012, 2013, and 2014. They are currently in the first year of a three-year term, with two optional one-year terms to continue services.	
<u>RECOMMENDATION:</u> Staff recommends the following motion: Approval of a resolution accepting the report from the independent auditor and the audited financial statements for the fiscal year ended September 30, 2012.	
<u>FISCAL IMPACT:</u> N/A	<u>ATTACHMENTS:</u> Resolution

RESOLUTION NO. 13-

A RESOLUTION ACCEPTING THE REPORT FROM THE INDEPENDENT AUDITOR AND THE AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2012; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has completed the annual audit of the City's financial records for the fiscal year ended September 30, 2012; and,

WHEREAS, the City Council of Bedford, Texas has received the report from the City's independent audit firm, BKD, L.L.P; and,

WHEREAS, the Audit Committee of the City of Bedford has reviewed and voted to accept the report as written.

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

SECTION 1. That the City Council does hereby accept the report of the independent auditor and the audited financial statements for the fiscal year ending September 30, 2012 as presented.

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

PASSED AND APPROVED this 26th day of March 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Torin Johnson, Battalion Chief
Training/Safety

DATE: 03/26/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Huguley Assessment Center in the amount of \$19,215 to perform physical assessments for Bedford Fire Department personnel for the year 2013-2014.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

As part of the 2012-2013 budget process, approved in September 2012, Council approved funding for physicals for the Bedford Fire Department to be in compliance with National Fire Protection Association (NFPA) Standard 1582.

NFPA 1582, adopted in 1992, is titled *Standard on Medical Requirements for Fire Fighters*. The Standard states that it requires all members engaged in emergency operations to be examined by a physician at least annually and suggests the medical examination be developed and administered by the Fire Department physician in recognition of the specific requirements of the member's activities. This cost will cover the physicals of the 61 firefighters who need it this year.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter a contract with Huguley Assessment Center in the amount of \$19,215 to perform physical assessments for Bedford Fire Department personnel for the year 2013-2014.

FISCAL IMPACT:

Funds in the amount of \$23,000 were approved as part of the 2012-2013 department operating budget.

ATTACHMENTS:

Resolution
Contract

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HUGULEY ASSESSMENT CENTER IN THE AMOUNT OF \$19,215 TO PERFORM PHYSICAL ASSESSMENTS FOR BEDFORD FIRE DEPARTMENT PERSONNEL FOR THE YEAR 2013-2014.

WHEREAS, the City Council of Bedford, Texas has accepted the Bedford Fire Department 2012-2013 budget of \$23,000 for physicals of department members; and,

WHEREAS, the staff of the Bedford Fire Department has found Huguley Assessment Center qualifies to meet specific standards to perform recognizing the requirements of the members operational activities.

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into a contract with Huguley Assessment Center to perform annual physical assessments for the members of the Bedford Fire Department in the amount of \$19,215.

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

PASSED AND APPROVED this 26th day of March 2013, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Bedford Fire Department

1816 Bedford Rd.
Bedford, TX 76021

Torin Johnson

817-952-2500

Fax: 817-952-2540

HR: Janet 817-952-2394 (p)

817-952-2178 (f)

The Huguley Assessment Center agrees to perform the following physical assessments for the Bedford Fire Department for the year 2013-2014 at the quoted price. The assessments will include:

- 1) Physical Examination
- 2) Graded Exercise Treadmill Test
- 3) Blood Testing
 - a. CBC with Differential
 - b. Chemistry
 - c. Hepatitis B
- 4) Urinalysis
- 5) Audiometric Screening
- 6) Vision Screening
- 7) Pulmonary Function Evaluation
- 8) Fitness Testing

Total Assessment Cost

\$ 315.00

Additional tests as needed:

- | | |
|---------------------------|----------|
| 1) PSA (45 yrs and older) | \$ 35.00 |
| 2) Chest X-Ray | \$ 70.00 |
| 3) NIDA 5 Drug Screen | \$ 30.00 |
| 4) FCE | \$100.00 |

*****Return to work physicals are FCE only******

FCE should go to Janet O'Dell in HR

Ph: 817-952-2178

Fx: 817-952-2394

Assessments will be done on-site in Bedford at Fire Station over a two-week period. Approximately 58 Bedford Fire personnel will be assessed. Week one will consist of the blood draw and urinalysis. These tests will be done over a 3 day period. Week 2 will consist of the maximal stress test, pulmonary function test, hearing test, vision screen, fitness testing, and physical examination. These tests will also be done over a 3 day period. This contract and its prices will be valid for 2013-2014.

All fitness testing will be scored using the Huguley Assessment Center fitness standards that were adopted from the Cooper Institute. Personnel who score Superior or Excellent on their fitness assessment will receive a complimentary T-shirt. A copy of the fitness results will be provided to the designated Bedford Fire personnel.

All stress tests and EKG's will be reviewed and interpreted by the Huguley Assessment Center physicians. All personnel who are found to have a "positive" stress test will be referred to the appropriate specialist. The individual will be notified of the results in writing and 60 days from that point to address the specified need.

Upon completion of the assessment all fire personnel will be given a risk stratification and medical category rating based on the results of the testing. The employee's supervisor will be notified immediately of anyone who is "not cleared for duty" so the individual can be removed from active duty until additional medical evaluation is received. The employee's supervisor will be given a "fit for duty" upon completion of the evaluation.

Dayne Berkner is the Coordinator of the Assessment Center and the main contact person for the contract. He can be reached at 817-551-2560 or dayne.berkner@ahss.org



Dayne Berkner
Assessment Center Manager

City Of Bedford



Council Agenda Background

PRESENTER: Tom Hoover, P.E., Public Works Director

DATE: 03/12/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a professional services contract with Kimley-Horn and Associates, Inc. in the amount of \$55,000 for engineering services for the conceptual design of Sulphur Branch Channel Improvements (SH121 to Bedford Road) Project.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Specific engineering services are required for this project to produce a conceptual design of the Sulphur Branch Channel Improvements (SH121 to Bedford Road) Project. These services include hydrologic and hydraulic modeling, topographic survey and geotechnical survey to support the conceptual design.

The design is needed in order to gain State and Federal regulatory agencies approval to allow the project to proceed. The project is made necessary due to the failure of concrete containment structures in the channel and the need to protect private property adjacent to the channel from erosion and potential flooding. The timing of the project is made critical by the future completion of new containment structures by TXDOT adjacent and away from the new headwall built as a part of the NTE project. The building of these new containment structures by NTE/TXDOT is being delayed 12 months to allow this project to proceed in a more cost efficient manner.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a professional services contract with Kimley-Horn and Associates, Inc. in the amount of \$55,000 for engineering services for the conceptual design of Sulphur branch channel Improvements (SH121 to Bedford Road) Project.

FISCAL IMPACT:

\$55,000 from the 2011 Certificates of Obligation

ATTACHMENTS:

Resolution
Letter Agreement

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC. IN THE AMOUNT OF \$55,000 FOR ENGINEERING SERVICES FOR THE CONCEPTUAL DESIGN OF SULPHUR BRANCH CHANNEL IMPROVEMENTS (SH121 TO BEDFORD ROAD) PROJECT.

WHEREAS, the City Council of Bedford, Texas determines the need to improve the Sulphur Branch channel between SH121 and Bedford Road; and,

WHEREAS, the City Council of Bedford, Texas determines the necessity for Kimley-Horn and Associates, Inc. to perform engineering services for the conceptual design of Sulphur Branch Channel Improvements (SH121 to Bedford Road) Project.

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into a professional services contract with Kimley-Horn and Associates, Inc. in the amount of \$55,000 for engineering services for the conceptual design of Sulphur Branch Channel Improvements (SH121 to Bedford Road) project.

SECTION 2. That funding of \$55,000 for these engineering services will come from the 2011 Certificates of Obligation.

PASSED AND APPROVED this 26th day of March 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

INDIVIDUAL PROJECT ORDER NUMBER **063661015**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the "Consultant" or "KHA"), and City of Bedford, Texas (the "Client") in accordance with the terms of the Master Agreement for Continuing Professional Services dated December 15, 2009, which is incorporated herein by reference.

Identification of Project: Sulphur Branch Channel Improvements (SH 121 to Bedford Road)

General category of Services: Services associated with assisting the City of Bedford with drainage related designs

Specific scope of basic Services: See attached Exhibit "A"

Additional Services if required: See attached Exhibit "A"

Schedule: KHA will begin services upon receipt of Notice to Proceed

Deliverables: See attached Exhibit "A"

Method of compensation:

Basic Services:

KHA will perform the services in Tasks 1-4 for the total lump sum fee below. Individual task amounts are informational only.

KHA will perform the Services in Task 5 on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to the attached rate schedule, which is subject to annual adjustment.

Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost. 6% of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. Any fee projections in this Agreement are for general budgeting purposes only. Actual fees may be less or more than the projections. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 25 days of your receipt of the invoice.

Tasks:

Task 1 – Hydrologic and Hydraulic Modeling	\$12,000
Task 2 – Conceptual Design	\$29,000
Task 3 – Topographic Survey	\$ 8,000
<u>Task 4 – Geotechnical Study</u>	<u>\$ 6,000</u>
Total	\$55,000 (Lump Sum)

<u>Task 5 – Agency Coordination</u>	<u>\$ 5,000</u>
Total	\$5,000 (Hourly)

Hourly Rates (Effective August 2012)

Senior Professional I	\$185 - \$225
Senior Professional II	\$160 - \$205
Professional	\$130 - \$165
Analyst	\$130 - \$140
Designer	\$90 - \$155
Technical Support	\$65 - \$140
Clerical/Administrative Support	\$60 - \$105

Special terms of compensation: None

Other special terms of Individual Project Order: None

ACCEPTED:

CITY OF BEDFORD, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

G. Brad Tribble, P.E.

TITLE: _____

TITLE: Senior Vice President

DATE: _____

DATE: 2.6.13

IPO 063661015
EXHIBIT "A"
SCOPE OF SERVICES

PROJECT NAME: Sulphur Branch Channel Improvement (SH 121 to Bedford Road)

BASIC SERVICES:

The project consists of evaluating the existing and future hydrologic and hydraulic conditions of the Sulphur Branch from SH 121 to Bedford Road in the City of Bedford, Texas. Information will be collected through geotechnical and surveying sub-consultants to determine the existing site and soil conditions. The intent of this phase of the project is to evaluate the existing conditions in order to develop an approach to address the issues with the recently constructed North Tarrant Express (NTE) culverts under Hwy 121. The approach will be in context with the ultimate design for the channel. Up to two (2) alternatives to address the flooding and erosion issues along the creek will be evaluated and presented to the Client. Upon the Client's selection of the preferred alternative, the Consultant will provide the Client with a separate engineering contract to perform the design of the proposed improvements. The tasks performed as part of this Scope are as follows:

1. Task 1 – Hydrologic and Hydraulic Modeling
2. Task 2 – Conceptual Design
3. Task 3 – Topographic Survey
4. Task 4 – Geotechnical Study
5. Task 5 – Agency Coordination

Task 1 – Hydrologic and Hydraulic Modeling

- A. Consultant will obtain and evaluate the existing hydraulic model (HEC-RAS) for Sulphur Branch. The Consultant will update the HEC-RAS model to reflect current conditions which include the recently constructed box culverts within Sulphur Branch under SH 121. The results of the HEC-RAS model will be used to determine the stage-storage volume relationship through Sulphur Branch upstream of SH 121 and between SH 121 and Bedford Road.
- B. Consultant will obtain and evaluate the existing hydrologic model (HEC-HMS) for Sulphur Branch. The Consultant will use the stage-storage relationships determined as part of Task 1.A to update the routing data in HEC-HMS. The hydrologic results will be included in the HEC-RAS model to determine the revised existing water surface elevations and velocities.
- C. Consultant will update the HEC-RAS and HEC-HMS models prepared in Task 1.A and Task 1.B to reflect the two (2) alternatives described in Task 2. The results of the hydrologic and hydraulic modeling will be considered in the selection of the preferred alternative.

Task 2 – Conceptual Design

The intent of this task is to process the information gathered in Tasks 1, 3, and 4 and to develop a conceptual design for channel improvement alternatives in Sulphur Branch. It is anticipated the conceptual design will be submitted to NTE so NTE can make the necessary modifications to the recently constructed culverts under SH 121 near Bedford Road. The preparation of design plans will be performed under a

separate contract. It is anticipated the Conceptual Design will include the following subtasks:

- A. Determination of the channel improvements: The Consultant will evaluate up to two (2) alternatives to alleviate the erosion in the channel and to reduce the inundation of water within private property;
- B. Determination of how the existing NTE culverts will connect to the proposed improvements;
- C. Opinion of Probable Construction Costs (OPCC) will be prepared and provided to the City for up to two (2) alternatives;
- D. The alternatives will be discussed with the Client and the Client will select the preferred design;
- E. The Consultant will proceed with preparing a conceptual design for the selected alternative. The conceptual design will identify the property or easements that may need to be acquired or dedicated, as well as the franchise utilities that may need to be relocated;
- F. The concept plan will show a preliminary horizontal and vertical layout of the preferred alternative;
- G. The Consultant will evaluate the environmental permitting strategies for the project and discuss them with the Client;
- H. The Consultant will evaluate the United States Army Corps of Engineers (USACE) permitting requirements and discuss them with the Client.

Deliverables:

The Consultant will provide up to three (3) copies of the preferred concept plan and OPCC.

Meetings:

The Consultant will prepare for and attend up to (2) meetings with City staff.

Task 3 – Topographic Survey

- A. Consultant, through a subconsultant, will perform a topographic survey of Sulphur Branch between SH 121 and Bedford Road.
- B. Consultant will prepare an electronic map showing existing contour lines at 1 foot intervals based on a nominal 50 foot grid system, including visible utilities and improvements, top and toes of slopes and flowline of the creek.
- C. The topographic surveys will be tied to existing control points supplied by the City. The limits of the survey will be the headwall south of North Tarrant Express to 100 feet downstream of Bedford Road and 50 feet past the top of bank on each side of the creek.

Task 4 –Geotechnical Study

- A. Consultant, through a subconsultant, will perform a geotechnical study of Sulphur Branch between SH 121 and Bedford Road. The geotechnical study will evaluate two (2) sample borings drilled to a depth of 30-40 feet. A geotechnical study (2 reports) will be prepared that summarizes the following items:
 - a. Moisture content and soil identification
 - b. Liquid and plastic limits
 - c. Percentage passing No. 200 sieve
 - d. Sieve/Hydrometer particle size analysis
 - e. Unconfined compression tests

- f. Direct shear tests
- g. Unit weight determinations
- h. Absorption pressure and/or one point pressure swell test

Task 5 –Agency Coordination

This task is for general coordination efforts and attending meetings with City staff, NTE employees, and Texas Department of Transportation (TxDOT) staff to discuss the design as it relates to the NTE project and the recently constructed culverts under Hwy 121. This task will be performed on an hourly basis. The budget for this task was set based upon approximately 30 hours of effort.

SCOPE OF ADDITIONAL SERVICES

Additional services to be performed if authorized by the Client, but which are not included in the above-described Scope of Services, are as follows:

- A. Preparation of construction plans or contract documents.
- B. Accompanying the Client's personnel when meeting with the Texas Natural Resource Conservation Commission, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- C. Assisting Client or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- D. Meetings, presentations, and preparation of technical and other support documents for Property Owners coordination..
- E. Meetings with property owners for easement acquisition.
- F. Legal description for parcels.
- G. Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- H. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- I. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
- J. Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- K. Providing any presentations to City Council.
- L. Providing construction staking.
- M. Providing any easement acquisition services.
- N. Obtaining right of entry for easement survey.
- O. Performing structural designs.
- P. Any services not listed in the Scope of Services.



Council Agenda Background

PRESENTER: Patricia Nolan, Council Member

DATE: 03/26/13

ITEM:

Discussion on how the City Manager will be reviewed. **This item requested by Councilmember Nolan

City Manager Review: _____

DISCUSSION:

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

ATTACHMENTS:

Letter of Request

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Michael Wells
Office: 817-952-2104

From: Nolan, Patricia
Sent: Wednesday, March 20, 2013 11:57 AM
To: Wells, Michael
Subject: Agenda Item

Michael
Please add to the agenda a discussion on how the City Manager will be reviewed .
Thanks-
Patricia

Sent from my Samsung Epic™ 4G Touch