

AGENDA

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

Council Chamber Regular Session 6:30 p.m.

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

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – StoneCourt Homeowner’s Association.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Dr. Timothy Pierce, Woodland Heights Baptist Church)

PLEDGE OF ALLEGIANCE

OPEN FORUM

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

DISCUSSION AND CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Employee Service Recognition

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:
 - a) November 12, 2013 regular meeting
 - b) November 13, 2013 special meeting

OLD BUSINESS

3. Presentation by Robert Hinkle, NTE, regarding the S.H. 183 expansion.

NEW BUSINESS

4. **Public hearing and consideration of an ordinance to rezone a portion of Lot 1, Block 1, Bedford Meadows Addition, located at 2101 Bedford Road, Suite M, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage & Used Furniture Stores, for a Goodwill Donation Station. The property is generally located north of Bedford Road and east of Central Drive. (Z-237)**
5. **Public hearing and consideration of an ordinance amending Ordinance Number 2275, specific to Section 1.2.B Definitions to include a definition for Shopping Center; providing Exhibit "A" being the text amendment to the Zoning Ordinance. (A-031.1)**
6. **Public hearing and consideration of a resolution approving a site plan for the property known as Lot 1, Block 1, HEB Medical Center Addition, located at 1600 Hospital Parkway, Bedford, Texas, specifically for Texas Health HEB Hospital ICU Expansion of 50,680 SF in the Master Highway Corridor Overlay District (MHC). The property is generally located south of State Highway 183 and east of Hospital Parkway. (S-059)**
7. **Consider a resolution authorizing the City Manager to enter into a contract with Gateway Planning in the amount of \$29,980 to develop regulating standards for the Central Bedford Development Zone.**
8. **Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Fort Worth, Arlington, Haltom City, Hurst, North Richland Hills and the County of Tarrant, Texas for the Fiscal Year 2013 Byrne Justice Assistance Grant (JAG) Formula Program Award.**
9. **Consider a resolution authorizing the City Manager to enter into an assignment of contract with DataProse, LLC for utility bill production and mailing services.**
10. **Consider a resolution authorizing the City Manager to enter into an amended agreement with DataProse, LLC to add the "NetBill" on-line bill presentment and collection package plus the additional services listed in the Schedule 1.0 to the current contract for the production and mailing of utility bills.**
11. **Consider a resolution authorizing the City Manager to enter into a professional services contract with J. Richard Perkins, P.E., for the following: (1) periodic staff review of plats and construction/site plans for private developments within the City; (2) periodic review of construction plans from other engineering consultants under contract with the City for the design of public improvements; and (3) consulting, review, oversight, design and general administration of ongoing City projects and other public works projects as determined by the Public Works Director.**
12. **Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Bedford and Tarrant County for street improvements on Martin Drive from Park Avenue to Cummings Drive, and Cummings Drive from SH 157 to SH 121.**
13. **Consider a resolution authorizing the City Manager to enter into a construction administration agreement with Kimley-Horn and Associates, Inc., in the amount of \$78,000 for the Sulphur Branch Channel Improvements Final Design (SH 121/183 to Bedford Road).**
14. **Discussion of probable cost to install paving, storm drainage, water and sanitary sewer lines in an unimproved area located in the Oak Grove Estates.**
15. **Discussion regarding convening a Strategic Planning Work Session to discuss the correlation of the Bedford Boys Ranch, the Cultural District and the Central Bedford Redevelopment Zone as the catalyst for economic development and community revitalization. **This item requested by Councilmember Champney.**

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

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

17. Council member reports

18. City Manager/Staff Reports

19. 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, November 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: Beverly Griffith, City Manager

DATE: 11/26/13

Council Recognition

ITEM:

Employee Service Recognition

City Manager Review: _____

DISCUSSION:

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

Roger Gibson	30 years	Police Department
Michelle Ricard	15 years	Police Department
Ivan Roman-Gutierrez	5 years	Police Department
Katasha Brown	5 years	Development Department
Jeremy Beekman	5 years	Development Department

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 11/26/13

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) November 12, 2013 regular meeting
- b) November 13, 2013 special meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

November 12, 2013 regular meeting
November 13, 2013 special meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 12th day of November, 2013 with the following members present:

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

constituting a quorum.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Kelli Agan	Technical Services Manager
Roger Gibson	Police Chief
Eric Griffin	Deputy Police Chief
Tom Hoover	Public Works Director
Mirenda McQuagge-Walden	Managing Director
Jacquelyn Reyff	Planning Manager
Bill Syblon	Development Director
James Tindell	Fire Chief

EXECUTIVE SESSION

This item was moved to the end of the Regular Session.

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1Rb, Bedford Meadows Shopping Center.**
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1D, Shops at Central Park.**
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 4 Lot Cr, Bedford Forum Addition.**
- d) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Chandra Gupta.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1Rb, Bedford Meadows Shopping Center; Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1D, Shops at Central Park; Section 551.087, deliberation regarding economic development negotiations relative to Block 4 Lot Cr, Bedford Forum Addition; and Section 551.071, consultation with City Attorney regarding pending or contemplated litigation – Chandra Gupta at 8:17 p.m.

Council reconvened from Executive Session at 8:38 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 6:30 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order. He stated that the Executive Session will be moved to the end of the meeting. He thanked the residents for their support of the bond. In December, plans will be submitted to the Texas Parks and Wildlife Department. Bids would be advertised in January and February, and bids awarded in February and March. The project is expected to be completed by February or March of 2015.

INVOCATION (Reverend Melvin Brown, Cathedral of Faith Church of God in Christ)

Reverend Melvin Brown of Cathedral of Faith Church of God in Christ gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Nobody chose to speak under Open Forum.

DISCUSSION AND CONSIDER APPROVAL OF ITEMS BY CONSENT

This item was moved after the Council recognition. Council discussed placing the following items on consent: 2, 8, 9, 10, 11 and 12.

Public Works Director Tom Hoover presented information regarding Item #9. This item is for the Dora Street reconstruction from East Pipeline Road to Phyllis Street, and consists of removing the extreme crowns and existing pavement, and making utility corrections. The City received seven bids, with JLB Contracting submitting the lowest responsible bid at \$1,041,746.05. The highest bid was \$1.492M and the average of the bids was \$1.222M. The engineer's estimate was \$1.224M. Staff is comfortable with the bids, which are consistent with market conditions. The engineering firm qualified the contractor, and Mr. Hoover stated that he has personal experience with JLB and they are a reputable contractor. The project should take 125 working days, and if the item is approved, work should begin by the first of the year once the contractor gets its bonding and insurance, and the contract documents are executed. In answer to questions from Council, Mr. Hoover stated that people will be kept informed by flyers and by signage put up by the contractor; that temporary access will be put up to allow people to get in and out of their houses; that the previous times that Dora Street was rehabilitated, the old pavement was put in the middle but now it is milled off and hauled away; that the contractor has done work for the City in the past; and that funding for this project comes from the 2013 General Obligation Bonds.

Council discussed Item #12 and was of the consensus to give eight votes each for Joe Pothoff, John Eubanks and David Averitt.

Motioned by Councilmember Champney, seconded by Councilmember Brown, to approve the following items by consent: 2, 8, 9, 10, 11, and 12 with the stipulation that the votes be portioned between Joe Pothoff, John Eubanks and David Averitt.

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

COUNCIL RECOGNITION

1. Proclamation recognizing Fire Safety Poster Contest Winners.

Mayor Griffin presented proclamations recognizing Fire Safety Poster Contest Winners to the following students:

Haley Sheppard – First Grade, Bedford Heights Elementary
Grant Miller – Second Grade, Meadow Creek Elementary
Makenna Smith – Third Grade, Bedford Heights Elementary
Alex Gutierrez – Fourth Grade, Bedford Heights Elementary
Jaida LaCour – Fifth Grade, Bell Manor Elementary
Jon Williams – Sixth Grade, Bedford Heights Elementary

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:

a) October 22, 2013 regular meeting

This item was approved by consent.

PERSONS TO BE HEARD

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

a) Rev. Melvin Brown, Sr., 2813 Airport Freeway, Suite #416, Bedford, Texas 76021 – Requested to speak to the Council for a follow-up presentation on a Cultural Diversity Initiative for Bedford.

Reverend Melvin Brown, Sr., 2813 Airport Freeway, Suite #416 – Reverend Brown presented to Council a progress report since the last time he appeared. From a relationship standpoint, he met with Scott Sheppard, the Executive Director of 6Stones, and that started a collaboration of meetings and sharing with young people from his ministry, who will be volunteering to rebuild homes. Mr. Sheppard also helped with computer training for people coming out of jail. He stated that Bedford is a great place to live and that his mission was to share his passion for diversity. He is encouraging other pastors to get involved and he has received positive feedback. In regards to economic development, people have been coming to him and asking how they can get plugged in. Through his church constituency, he has the opportunity to minister to 10,000 people in the area and he is encouraging them both to shop in and get to know Bedford. He has contacted the owners of three businesses who are considering coming to Bedford, and he hopes those people can present their business idea to Council by the end of the year or the beginning of next year. Over the next 12 months, there will be a development with ex-inmates becoming part of the network to help with the renovation of homes.

OLD BUSINESS

4. Discussion on the development of the citizen survey instrument.

Managing Director Mirinda McQuagge-Walden introduced Dr. Paul Ruggiere, the director of the UNT Survey Research Center. She stated that the Council had previously been emailed survey examples and the goal tonight is to come up with topics Council wants to survey, including specific questions, policy ideas, and specific functional areas. Benchmarking questions were also included if Council wants to be benchmarked against other cities but that they did not need to use all of the questions.

Dr. Ruggiere stated that he would like to receive input from Council on concepts they want to look at such as policy matters, things Council is considering doing in the future, and economic development or other initiatives. He stated that, as this is the first survey the City has done in a while, it is helpful to have some sort of benchmark. He discussed their 2011 Metroplex Survey, which included 1,200 residents,

300 of whom were in Tarrant County, and 180 of whom were in cities of between 50,000 to 100,000 in size. The standard questions are very broad but Council can choose to do more in-depth explorations. 3,500 households would be selected and contacted by mail or telephone, and who would have the opportunity to respond via the web, phone, or mail. He asked to hear from Council on the questions that were sent previously and what concepts or ideas they want to have measured.

Council discussed adding the benchmarking questions and questions related to: recycle carts; the Better It app and the Bedford Alert; identifying trends including types of housing, jobs, and how far people travel; a service to go to the railroad; identifying emerging concerns and the support for new initiatives; development and redevelopment; and more in-depth information for strategic planning. In answer to a question from Council regarding how stringent the benchmarking is and allowing feedback on questions, Dr. Ruggiere stated that the Metroplex Survey could be changed to allow for comments and that there can be open-ended follow-up questions. He cautioned that there may be a tendency to be drawn towards what a few people say, and that comments need to be considered and balanced. He further suggested that the survey only have follow-up questions on those items that rate "poor". Council further discussed adding questions related to: restrictions on gas drilling; a no-smoking ordinance for restaurants and public buildings; no texting while driving; what people feel is the biggest issue or the biggest area to improve; burying utility wires; registering pets; the ambulance subscription program; donations such as to Animal Control and Parks; how the City should look in the future and at what amenities the City should look for; how City staff has responded to issues; and questions for businesses including how easy is it to do business in the City and if they feel a part of the community. Dr. Ruggiere stated that a survey to businesses may need to be a different project and that they would need to get a larger response since there are fewer businesses than residents. There was further discussion regarding comments on the survey and Dr. Ruggiere stated that comments would be an acceptable part of the survey. There was discussion on adding a question related to the "Trap, Neuter and Release" program; and not allowing people to take the survey if they have lived in the City less than a year or six months. In response to questions from Council, Dr. Ruggiere stated that in regards to the effectiveness of digging deeper on the survey, it is hard to know until the answers are received; that his best role is to measure what people say, provide that measurement, and explain what that means; that the actions that should be taken to address issues would be a policy question and that it does not hurt to dig deeper on "poor" responses as long as the responses are in context. There was discussion on questions being specifically relevant to Bedford and for them to be actionable items. In answer to questions from Council, Dr. Ruggiere stated that respondent's information is kept confidential and that they are told the answers they give are given to Council as percentages.

Dr. Ruggiere stated that the next step is to put together a draft questionnaire, which will be forwarded to Council, and then to go through the specific questionnaire during the next meeting in December.

5. Consider an ordinance amending Chapter 6 of the City of Bedford Code of Ordinances, Section 6-70 "Special Sign Types," Section 6-72 "Temporary Signs," and Section 6-74 "Prohibited Signs"; providing for an Exhibit 'A' being the City of Bedford Sign Regulations; providing a savings clause; providing a severability clause; and providing an effective date.

Development Director Bill Syblon presented information regarding this ordinance. He stated this item came about through input from the business community at the October 8 Council meeting, where there was a request to allow more flexibility for signage under the "Still In Business" category. These are allowed where businesses are hampered by road construction; and, once construction is completed, the signs would go away. Currently, the only two sign types allowed are horizontal and sidewalk vertical banners. The amendment would allow the use of any other temporary sign type as a "Still In Business" sign. Additionally, it removes "swooper flags" as a prohibited sign type and adds that as a definition to the temporary sign section. As with the current ordinance, the amendment allows the Building Official to defer to the City Manager for approval, whose decision would then be final. The signs would require a permit but carry no fee. There was discussion on the end date being the end of construction; having the changes be applicable to construction projects of 30 days or longer; that the only time that the provision would be used is during road construction; that this item does not affect grand openings or re-openings; and business retention being a priority.

Motioned by Councilmember Davisson, seconded by Councilmember Nolan, to approve an ordinance amending Chapter 6 of the City of Bedford Code of Ordinances, Section 6-70 "Special Sign Types," Section 6-72 "Temporary Signs," and Section 6-74 "Prohibited Signs"; providing for an Exhibit 'A' being the City of Bedford Sign Regulations; providing a savings clause; providing a severability clause; and providing an effective date.

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

NEW BUSINESS

- 6. Public hearing and consideration of an ordinance to rezone a portion of the property known as Lot 1R1, Block 1, Harwood Hills Village Addition, located at 3354 Harwood Road, Bedford, TX, from Planned Unit Development (PUD) to Amended PUD, Site Plan Modification in the Master Highway Corridor Overlay District (MHC), specifically for the operation of a Tom Thumb Fuel Station; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. The property is generally located south of Harwood Road and west of State Highway 121. (Z-240)**

Planning Manager Jacquelyn Reyff presented information regarding this ordinance. The public hearing was published in the October 18 edition of the Star-Telegram. It is for a Tom Thumb fuel station where a 7-11 used to be, and which closed in 2009. There is a need to amend the Planned Unit Development and to receive site plan approval as the property is located within the Master Highway Corridor Overlay District (MHC). All setbacks have been met from the Zoning Ordinance. Ingress and egress are through existing curb cuts on Harwood Road and the Highway 121 frontage road. Both entrance drives are accented with decorative street pavers; 25 percent of landscaping is provided, in excess of the required 20 percent; there is a 30-foot landscape buffer along the frontage road; 57 new shrubs will be provided between the curb cuts; vents in the front area will be screened by shrubbery; the exterior elevations for the canopy and kiosk are primarily stucco with brick accenting, which meets MHC standards. Exterior materials are of earth tones and match the exiting Tom Thumb grocery store. There is articulation in the roof line, included in the canopy. The use meets the intent of the Comprehensive Plan and this item was unanimously approved by the Planning and Zoning Commission at their October 10, 2013 meeting.

In answer to a question from Council, Ms. Reyff stated that the canopy does not need a peaked roof as it is over 5,000 square feet. In answer to questions from Council, the applicant, Ron Yeary representing Tom Thumb, 6125 Sherry Lane, Dallas, stated that the kiosk would sell items including pre-packaged food, drinks, coffee, ice cream, milk, motor oil, etc.; that the kiosk is 950 square feet; that it is owned and will be operated by Tom Thumb and not leased to anyone else; that they will be adding new oak trees along the west boundary line, as well as new hedge rows; that Tom Thumb would be responsible for all of the maintenance; and that the timeline for construction is typically 120 days.

Mayor Griffin opened the public hearing at 7:47 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:47 p.m.

Motioned by Councilmember Davisson, seconded by Councilmember Champney, to approve an ordinance to rezone a portion of the property known as Lot 1R1, Block 1, Harwood Hills Village Addition, located at 3354 Harwood Road, Bedford, TX, from Planned Unit Development (PUD) to Amended PUD, Site Plan Modification in the Master Highway Corridor Overlay District (MHC), specifically for the operation of a Tom Thumb Fuel Station; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date.

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

7. Public hearing and consideration of a resolution approving a site plan for the property known as Lot 2R1, Block 1, Harris Methodist Health Systems and a portion of Abstract 1392, Tract 1C1, Wallace W. Smith Survey, located at 1609 Hospital Parkway, Bedford, TX, specifically for the HEB Cancer Center. The property is generally located south of Harwood Road and west of State Highway 121. (S-058)

Ms. Reyff presented information regarding this resolution. The public hearing was published in the October 18 edition of the Star-Telegram. This case is for a site plan consideration for a 39,250 square foot HEB Cancer Center at 1609 Hospital Parkway. The existing property is green space with no improved structures and is owned by HEB Hospital. The Center would be built and leased by separate ownership. The Center would be utilized for those going to doctor and treatment appointments. It would be located south of an existing professional building and west of HEB Hospital. The property is zoned H-Heavy Commercial, and the Center would be a permitted use once the site plan is approved as it is over three acres in size. All of the setbacks meet the Zoning Ordinance requirements. The project exceeds the minimum number of parking spaces of 157; there are 246 existing spaces around the medical office building to the north and they will locate 248 new spaces around the new building. Ingress and egress are along curb cuts on Hospital Parkway and Central Park Boulevard. Landscaping is 29 percent, above the Zoning Ordinance requirement of 20 percent. Parking lot landscaping is required to be 10 percent and 15 percent is being provided. The project also includes a healing garden. On-site detention will be in the form of a detention pond along the Hospital Parkway frontage and screened by a black, wrought-iron fence. The property sits adjacent to the Master Highway Corridor Overlay District (MHC) and staff worked with the applicant to represent the building in a way to reflect the spirit of the medical district and the MHC. The elevations are of earth tones and the articulation and design of the building would meet the MHC's requirements. The materials indicated on the elevations are masonry, metal and glass. The building and site-development meet and in many cases exceed the Zoning Ordinance requirements. The use meets the intent of the Comprehensive Plan and the Planning and Zoning Commission unanimously approved this item at their October 10 meeting. There was discussion on the property being taxable; and the number of parking spaces. In answer to questions from Council, the applicant, Grant Callison representing Cambridge Holdings, 8383 Preston Center Drive, Dallas, stated that the oncologists at the Center will all be existing physicians.

Mayor Griffin opened the public hearing at 7:59 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:59 p.m.

Motioned by Councilmember Champney, seconded by Councilmember Turner, to approve a resolution approving a site plan for the property known as Lot 2R1, Block 1, Harris Methodist Health Systems and a portion of Abstract 1392, Tract 1C1, Wallace W. Smith Survey, located at 1609 Hospital Parkway, Bedford, TX, specifically for the HEB Cancer Center. The property is generally located south of Harwood Road and west of State Highway 121. (S-058)

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

8. Consider a resolution authorizing the City Manager to purchase medical equipment and related components from Physio-Control, Inc., in the amount of \$36,607.40.

This item was approved by consent.

9. Consider a resolution authorizing the City Manager to enter into a contract with JLB Contracting for Dora Street reconstruction from Pipeline Road to Phyllis Street in the amount of \$1,041,746.05.

This item was approved by consent.

10. Consider a resolution authorizing the City Manager to accept an armored personnel carrier from the Texas Department of Public Safety through the Texas 1033 Program.

This item was approved by consent.

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

This item was approved by consent.

12. Consider a resolution casting votes for candidates to serve on the Board of Directors for the Tarrant Appraisal District.

This item was approved by consent with eight votes each going to Joe Pothoff, John Eubanks and David Averitt.

13. Discussion on the fence ordinance. **This item requested by Councilmember Nolan.

Councilmember Nolan requested this item be placed on the agenda for discussion. She stated that earlier in the year, Council had been looking at revisions to the Fence Ordinance and that had been put on hold because of an extenuating circumstance at the HOA along Highway 183. She would like to have staff come back to Council with the findings on the Fence Ordinance, including ensuring that if a fence is masonry, it has to be replaced with masonry along an entryway. In answer to questions from Council on the specific issue with the HOA being resolved, Deputy City Manager David Miller stated that the HOA had withdrawn their application for an amendment to their Planned Unit Development; and that Code Compliance officials have taken enforcement action and sent a letter requiring compliance by the end of November. Council was of the consensus for staff to find a time for a work session to revisit the Fence Ordinance. City Manager Beverly Griffith stated that staff can package all of the materials on the Ordinance and get them to Council for review.

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

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

Councilmember Boyter reported that the Board met last week and is once again reveling in the successful Pet Fair. They are drafting and preparing a presentation to Council regarding the "Trap, Neuter And Release" program.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner stated the Commission is preparing for the spring.

✓ **Community Affairs Commission - Councilmember Boyter**

No report was given.

✓ **Cultural Commission - Councilmember Nolan**

No report was given.

✓ **Library Board - Councilmember Davisson**

Councilmember Davisson stated that Christmas Fest will be held on Saturday at the Library. It will feature arts and crafts and Santa will be there from 10:30 a.m. to 12:30 p.m.

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

No report was given.

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

Councilmember Turner reported that the Board did not meet last month due to a lack of quorum and their meeting has been rescheduled for early December. The Thanksgiving luncheon is scheduled for November 22 at noon.

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

Councilmember Champney reported that the Board is debating where to hold their banquet next year and it looks like it will be at Texas Star. Teen Court Coordinator Mindy Eichorst recently made a presentation to rotary.

15. Council member reports

Councilmember Nolan reported that the City will be hosting a luncheon on Friday at Bizzi's for the Tarrant County Women in Government. The organization was revitalized by Mayor Betsy Price of Fort Worth and Mayor Mary Lib Saleh of Euless. It is for any woman in Tarrant County who is an elected official. The guest speaker will be Judy Hoberman, author of "Selling in a Skirt."

16. City Manager/Staff Reports

Ms. Griffith reported that the City is conducting their annual food drive and is asking for donations to help feed local families during the holiday season. The drive is being sponsored by the Fire Department and there are drop-offs at all three fire stations. The drive runs through December 31. Tuesday, November 19 is the date for the turkey drop-off. In regards to the Thanksgiving trash schedule, pick-ups on Thursday will be shifted to Friday and those on Friday shifted to Saturday.

17. 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 8:40 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Special Session at 6:00 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 13th day of November, 2013 with the following members present:

Jim Griffin
Michael Boyter
Jim Davisson
Roy W. Turner

Mayor
Council Members

constituting a quorum.

Councilmember Nolan, Councilmember Champney and Councilmember Brown were absent from the meeting.

Staff present included:

Beverly Griffith

City Manager

SPECIAL SESSION 6:00 P.M.

The Special Session began at 6:19 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

NEW BUSINESS

- **Consider a resolution canvassing the returns and declaring the results of the bond election held November 5, 2013.**

Motioned by Councilmember Boyter, seconded by Councilmember Turner, to approve a resolution canvassing the returns and declaring the results of the bond election held November 5, 2013.

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

ADJOURNMENT

Mayor Griffin adjourned the meeting at 6:20 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Robert Hinkle, NTE

DATE: 11/26/13

Staff Report

ITEM:

Presentation by Robert Hinkle, NTE, regarding the S.H. 183 expansion.

City Manager Review: _____

DISCUSSION:

Robert Hinkle from NTE Mobility Partners will present an update regarding the S.H. 183 expansion project.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: William Syblon, Development Director
Jacquelyn Reyff, Planning Manager

DATE: 11/26/13

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consideration of an ordinance to rezone a portion of the property known as Lot 1, Block 1, Bedford Meadows Addition, located at 2101 Bedford Road, Suite M, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage & Used Furniture Stores, specifically for a Specific Use Permit to allow for a Goodwill Donation Station; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. The property is generally located north of Bedford Road and east of Central Drive. (Z-237)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The applicant is proposing to locate a Goodwill Donation Station at 2101 Bedford Road, Suite M in the Bedford Oaks Shopping Center.

The property is zoned H, Heavy Commercial. The Heavy Commercial Zoning District is established to provide for development of retail and commercial uses, including higher intensity commercial uses. A Goodwill Donation Station is a permitted use within the H Zoning District when it has completed the Specific Use process.

Goodwill Industries intends to use a 2,500 SF inline lease space for donation drop-offs only. The space was a former dry cleaner and has an existing drive-through and window, which will be utilized for patrons wishing to donate used clothing and household items. The applicant has indicated there will be no reselling of the used items at this location. The lease space will only be used as a donation drop-off.

The existing landscaping is from a previous development and the site is sufficiently landscaped for the proposed use of a Goodwill Donation Station.

Based on the size of the lease space, the parking required is 10 spaces. Parking remains from the previous shopping center development of the whole complex, which has 104 total parking spaces and therefore, the parking as it exists is in excess of what is required, and is in compliance for the proposed use per Section 5.2.A.(3) of the City of Bedford Zoning Ordinance.

The Comprehensive Plan indicates the location of 2101 Bedford Road, Suite M to be commercial. Therefore, the proposed use of a Goodwill Donation Station does not conflict with the Comprehensive Plan.

During the October 10, 2013, Planning and Zoning Commission meeting, there was a motion of approval by a vote of 6-1-0 including the following stipulation: The Specific Use Permit be issued to the business name of "Goodwill Donation Station" and the permit will run with such name, not the land.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone a portion of the property known as Lot 1, Block 1, Bedford Meadows Addition, located at 2101 Bedford Road, Suite M, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage & Used Furniture Stores specifically for a Specific Use Permit to allow for Goodwill Donation Station; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. (Z-237)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Site Plan
8 1/2 x 11 drawings
Zoning Map of Referenced Property
Application
October 10, 2013, Planning & Zoning Minutes
Copy of Legal Ad Published in Star Telegram

ORDINANCE NO. 13-

AN ORDINANCE TO REZONE A PORTION OF THE PROPERTY KNOWN AS LOT 1, BLOCK 1, BEDFORD MEADOWS ADDITION, LOCATED AT 2101 BEDFORD ROAD, SUITE M, BEDFORD, TEXAS, FROM HEAVY COMMERCIAL TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT/SECONDHAND, RUMMAGE & USED FURNITURE STORES, SPECIFICALLY FOR A SPECIFIC USE PERMIT TO ALLOW FOR A GOODWILL DONATION STATION; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE. THIS PROPERTY IS GENERALLY LOCATED NORTH OF BEDFORD ROAD EAST OF CENTRAL DRIVE. (Z-237)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance be rezoned for a portion of the property known as Lot 1, Block 1, Bedford Meadows Addition, located at 2101 Bedford Road, Suite M, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage & Used Furniture Stores specifically to allow for a Goodwill Donation Station. The property is generally located north of Bedford Road and east of Central Drive. (Z-237)

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

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

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

A portion of the property known as Lot 1, Block 1, Bedford Meadows Addition, and located at 2101 Bedford Road, Suite M, Bedford, Texas, shall be shown as approved by this ordinance.

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

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

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

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

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

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

ORDINANCE NO. 13-

offense.

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

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

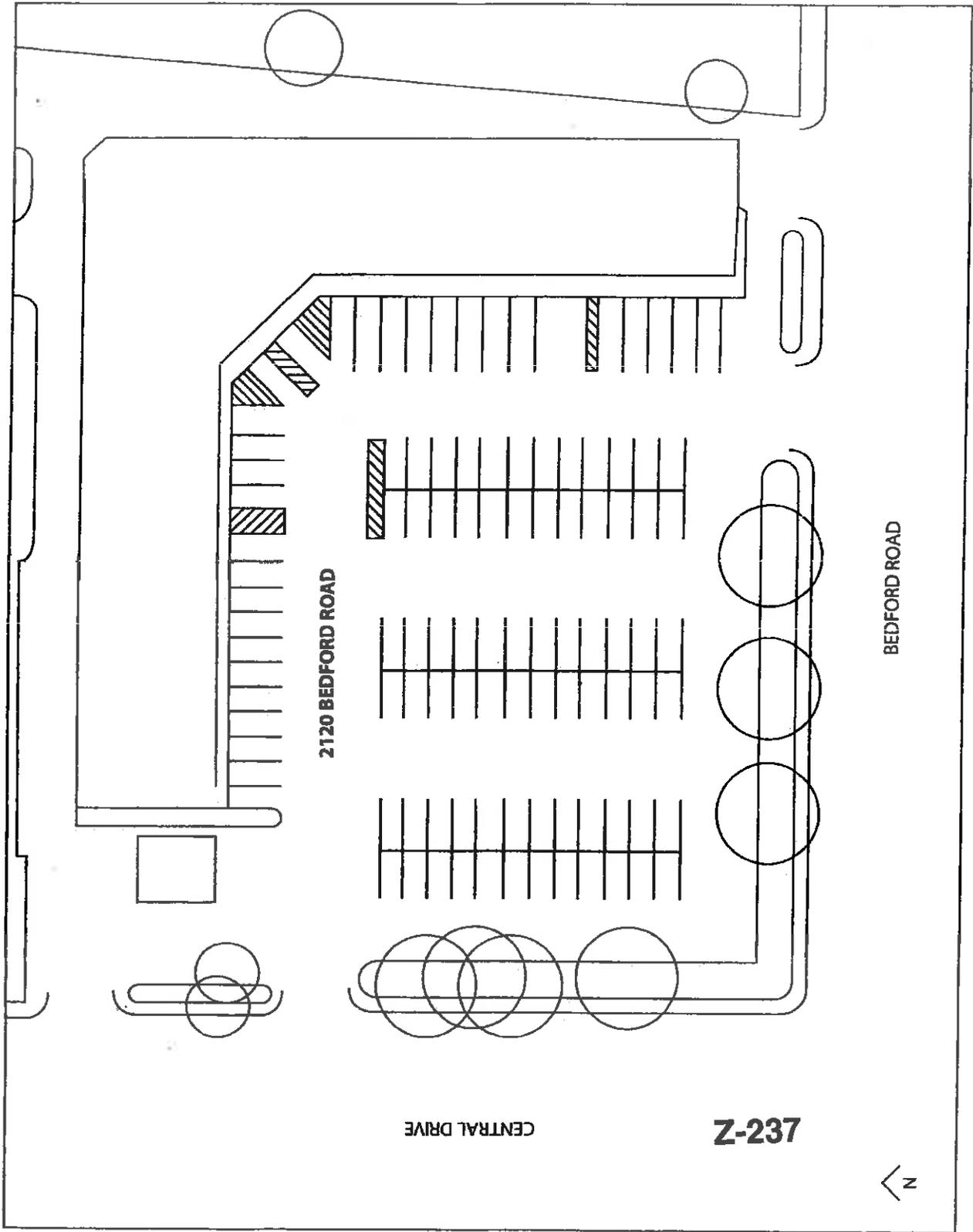
Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



2120 BEDFORD ROAD

BEDFORD ROAD

CENTRAL DRIVE

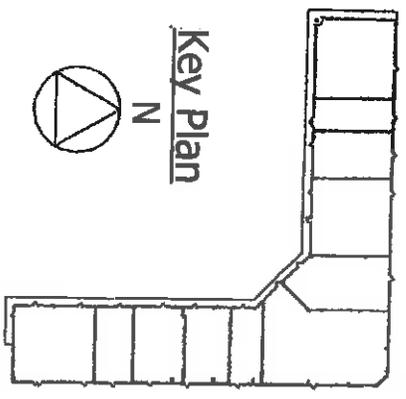
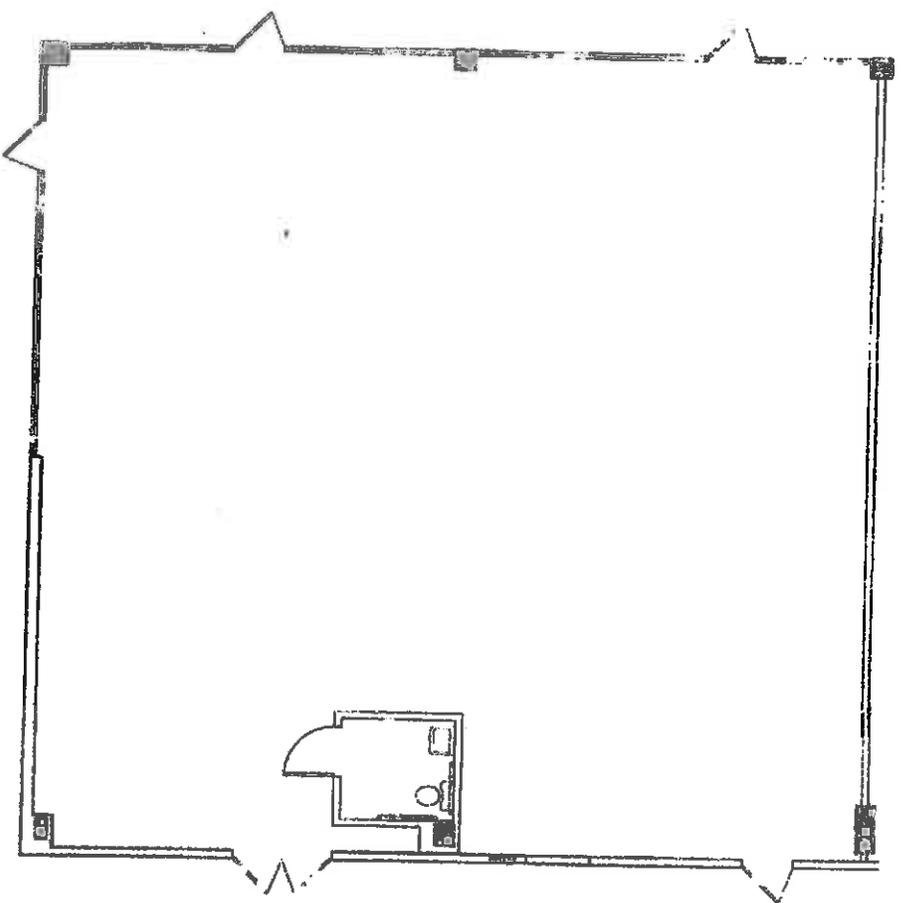
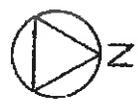
Z-237



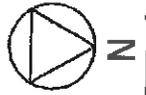
B City of Bedford Texas
Development Department
Planning and Zoning
06-25-13P02:15 RCVD
RECEIVED

RECEIVED
06-25-13P02:15 RCVD
City of Bedford Texas
Development Department
Planning and Zoning

Suite M, Floor Plan
Approximately 2,500 sq ft



Key Plan



Z-237

BEDFORD OAKS PLAZA

2101 BEDFORD ROAD
BEDFORD, TEXAS

M

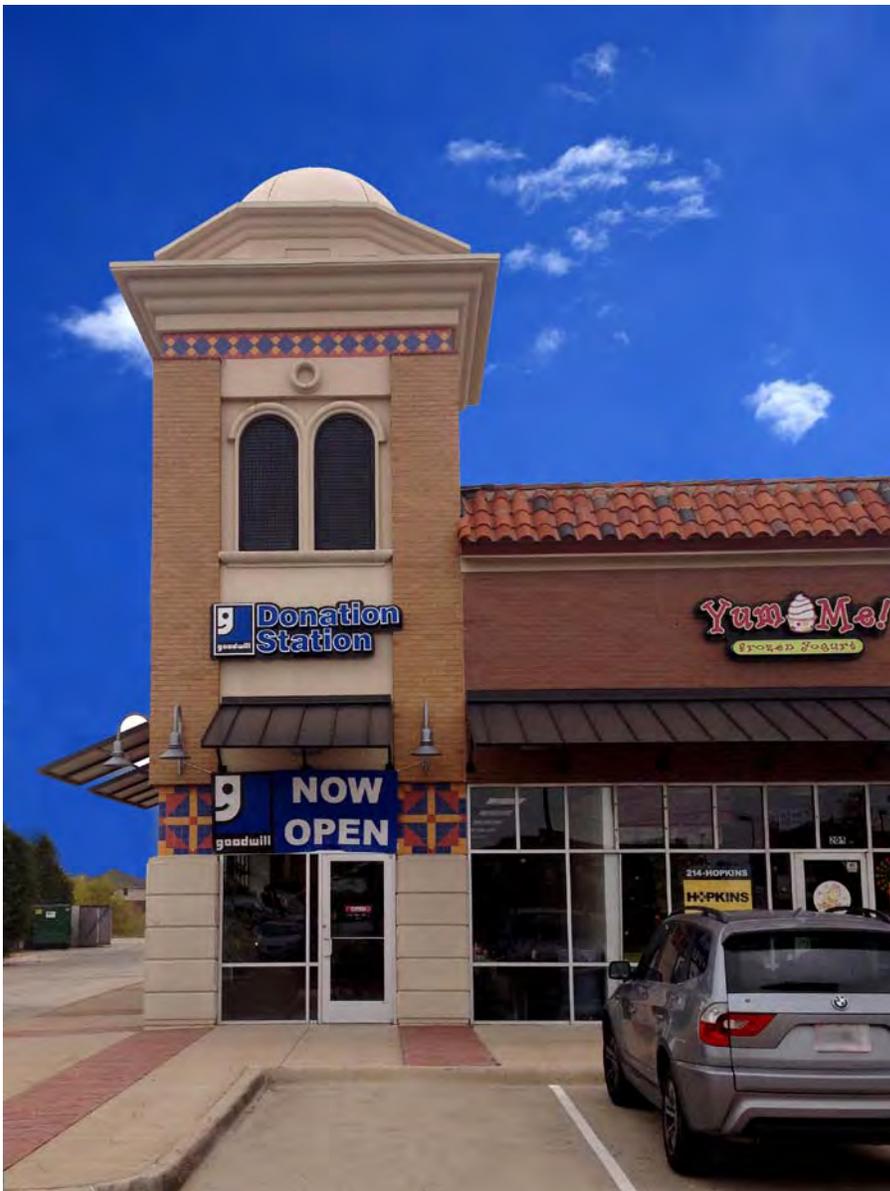
DATE: 06/28/2011



LEASED &
MANAGED BY
Ears International
1717 McKinney Ave.
Suite 900
Dallas, Texas 75202
214-692.4100

121 Yr. Rec. and
Per. N.O.S., 1.037105 +
0720091914 N
7033





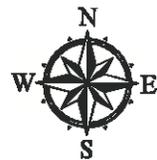


City of Bedford, Texas

Hearing Date: 10-10-13 Z-237

**Address: 2101 BEDFORD RD, SUITE M
Addition: BEDFORD MEADOWS ADDITION
Bedford, TX 76021**

SUBNUM: BLOCK: 1 LOT: 1



-  Parcel Boundary
-  Subject Parcel and Buffer

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

10-01-13P11-23 RCVD

PROPERTY OF THE CITY OF
ZONING
CHANGE
FD CAL
3300 P1
OPENING OFFICE AT
52-2137

Z-237



**City of Bedford
Change of Zoning Application**

Z-237

Applicant Name (Print): Goodwill Industries of Fort Worth (*Signature): Mark Fishback

Address: PO BOX 15520 FORT WORTH, TX 76119

Telephone number: 817-332-7866 Fax number: 817-335-4010

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

From: \$ H

To: H/SUP/SECONDHAND KUMMAGE AND USED FURNITURE STORE (17A)

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

Legal Description: Lot | Block | Addition Bedford meadows Phase 3
Tract A-1 Abstract _____ Survey _____ to the City of Bedford, Texas.
Street Address 2101 BEDFORD Road, Suite M

Fee: (\$150.00 plus \$75.00 per acre over one.) $\$150.00 + \$75.00 \times 1 = 150.00$
Payable by cash, Visa, MasterCard, or check made out to the City of Bedford. (# of acres) (total fee)

Property Owner (if not applicant): (*Signature) Gregory C. Grainger, as authorized agent

(Print name) GREGORY C. GRAINGER as authorized agent for, ABERFELDY PROPERTIES, INC.

(Company name) SAME

(Street Address, City, State & Zip Code) 1717 MCKINNEY AVENUE, SUITE 900, DALLAS, TX 75202

(Telephone number) 1-214-692-1100 (FAX number)

Land Planner/Engineer/Surveyor: (*Signature)

(Print Name)

(Company Name)

(Street Address, City, State & Zip Code)

(Telephone number) (FAX number)

*Signatures certify that all information provided is true and correct.

(Please indicate sole contact for the City purposes with an arrow "→".) MARK FISHBACK 817-332-7866 2
EST. 2013

Mark Fishback

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF OCTOBER 10, 2013**

APPROVED

REGULAR SESSION

The Planning and Zoning Commission convened in the Council Chamber at 7:00 PM and the Regular Session began.

CALL TO ORDER

Chairman Stroope called the meeting to order at 7:01 PM.

INVOCATION

Vice Chairman Reese gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

1. **Consider approval of the following Planning and Zoning Commission meeting minutes:**
 - a) **September 26, 2013**

Motion: Commissioner Hall made a motion to approve the meeting minutes of September 26, 2013, correct as written.

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

Ayes: Commissioners Sinisi, Hall, Austin, Vice Chairman Reese, Chairman Stroope

Nays: None

Abstention: Commissioners Carlson, Pierson

Motion approved 5-0-2. Chairman Stroope declared the motion approved.

PUBLIC HEARING

2. **Zoning Case Z-237, public hearing and consideration of a request to rezone a portion of Lot 1, Block 1, Bedford Meadows Addition, located at 2101 Bedford Road, Suite M, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage & Used Furniture Stores, for a Goodwill Donation Station. The property is generally located north of Bedford Road and east of Central Drive.**

Chairman Stroope recognized William Syblon, Development Director, who reviewed Zoning Case Z-237.

Chairman Stroope recognized David Cox, 4005 Campus Drive, Fort Worth, Texas who was there to present this application.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF OCTOBER 10, 2013**

APPROVED

Chairman Stroope opened the public hearing at 7:16 PM, and there being no one to speak, closed the public hearing at 7:16 PM.

The Commission discussed the application.

Motion: Commissioner Carlson made a motion to approve Zoning Case Z-237 with the following stipulation:

The Specific Use Permit shall be granted to the specific named business "Goodwill Donation Station" and shall not run with the land or be applicable to any subsequent user.

Commissioner Austin seconded the motion, and the vote was as follows:

Ayes: Commissioners Hall, Carlson, Austin, Pierson, Vice Chairman Reese,
Chairman Stroope

Nays: Commissioner Sinisi

Abstention: None

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

3. **Zoning Case Z-240, public hearing and consideration of a request to rezone a portion of Lot 1R1, Block 1, Harwood Hills Village Addition, located at 3354 Harwood Road, Bedford, Texas; from "PUD" Planned Unit Development to Amended "PUD" Planned Unit Development, site plan modification in the Master Highway Corridor Overlay District (MHC), specifically for the operation of a Tom Thumb Fuel Station. The property is generally located south of Harwood Road and west of State Highway 121.**

Chairman Stroope recognized William Syblon, Development Director, who reviewed Zoning Case Z-240.

Chairman Stroope recognized Ron Yeary, 6125 Sherry Lane, Dallas, Texas who was there to present this application.

Chairman Stroope opened the public hearing at 7:32 PM, and there being no one to speak, closed the public hearing at 7:32 PM.

The Commission discussed the application.

Motion: Commissioner Hall made a motion to approve Zoning Case Z-240.

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

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

4. **Site Plan Case S-058, public hearing and consideration of a site plan request for HEB Cancer Center. The property is zoned "H", Heavy Commercial; the address is 1609 Hospital Parkway; and the legal description is Lot 2R1, Block 1, Harris Methodist Health Systems, and a portion of Abstract 1392, Tract 1C1, Wallace W. Smith Survey.**



CITY OF
BEDFORD

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

October 31, 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 Thursday, October 31, 2013

FROM:

**City of Bedford
Yolanda Alonso, Planning and Zoning**

Dear Christine,

Please publish the following in "Legal Notices" Sunday, November 3, 2013.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, November 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 ordinance to rezone a portion of Lot 1, Block 1, Bedford Meadows Addition, located at 2101 Bedford Road, Suite M, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage & Used Furniture Stores, for a Goodwill Donation Station. The property is generally located north of Bedford Road and east of Central Drive (Z-237).

Public hearing and consideration of a resolution for a site plan for Texas Health HEB ICU Expansion of 50,680 sq. ft. The property is zoned "S", Service Commercial and located in the Master Highway Corridor Overlay District, (MHC); the address is 1600 Hospital Parkway; and the legal description is Lot 1, Block 1, HEB Medical Center Addition. The property is generally located south of State Highway 183 and east of Hospital Parkway (S-059).

Public hearing and consideration of an ordinance to amend the City of Bedford Zoning Ordinance, specifically to include a definition of a "Shopping Center", in Section 1.2.B Definitions (A-031.1).

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

Alonso, Yolanda

From: Lopez, Christine [clopez@star-telegram.com]
Sent: Thursday, October 31, 2013 10:16 AM
To: Alonso, Yolanda
Subject: Re: Legal Notice Ad CC 112613 A031.1 S059 Z237

Got it

Sheri Holland for

Christine Lopez
Legal Representative
Fort Worth Star-Telegram
Phone: 817 - 390 -7522

Star-Telegram Media Services & DFW Online Network
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On Thu, Oct 31, 2013 at 9:52 AM, Alonso, Yolanda <Yolanda.Alonso@bedfordtx.gov> wrote:

Good Morning Christine,

Please publish the attached ad in the November 3, 2013, "Legal Notices" section of the newspaper.

Thank you.

--

Yolanda Alonso
Planning and Zoning Coordinator
City of Bedford
2000 Forest Ridge Drive, Bedford, Texas 76021
Office: [817-952-2137](tel:817-952-2137) | Fax: [817-952-2210](tel:817-952-2210) | Yolanda.Alonso@bedfordtx.gov



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Council Agenda Background

PRESENTER: William Syblon, Development Director
Jacquelyn Reyff, Planning Manager

DATE: 11/26/13

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consider an ordinance amending Ordinance Number 2275, specific to Section 1.2.B Definitions to include a definition for Shopping Center; providing Exhibit "A" being the text amendment to the Zoning Ordinance; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. (A-031.1)

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

During their regular meeting on the September 24, 2013, the City Council directed staff to include the definition for "Shopping Center" into the Zoning Ordinance, which currently does not formally address such definition.

The recommended definition reads as follows:

Shopping Center - provides for a unified grouping, in one or more buildings whether connected or not, of retail shops, stores, and offices which are planned and developed as an operating unit.

The Planning and Zoning Commission discussed this item at their August 22, 2013 meeting and again at their September 13, 2013 Work Session. During their October 24, 2013 meeting, the Commission voted unanimously to include the definition for "Shopping Center" the Zoning Ordinance.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to amend Zoning Ordinance 2275, specific to section 1.2.B Definitions to include a definition for Shopping Center; providing Exhibit "A" being the text amendment to the Zoning Ordinance; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty; and declaring an effective date. (A-031.1)

FISCAL IMPACT:

N/A

ATTACHMENTS:

- Ordinance
- Exhibit "A"
- Memo to the Planning and Zoning Commission Application
- October 24, 2013, Planning & Zoning Minutes
- Copy of Legal Ad Published in Star Telegram

ORDINANCE NO. 13-

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 2275, SPECIFIC TO SECTION 1.2.B DEFINITIONS TO INCLUDE A DEFINITION FOR SHOPPING CENTER; PROVIDING EXHIBIT "A" BEING THE TEXT AMENDMENT TO THE ZONING ORDINANCE; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY AND ENFORCEMENT CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (A-031.1)

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 this Zoning Ordinance amendment.

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

- SECTION 1. That the recitals above are found to be true and correct, and are incorporated herein.
- SECTION 2. That *Section 1.2.B Definitions* shall be amended to include definition for Shopping Center as provided in Exhibit "A."
- SECTION 3. That approval of this ordinance is subject to no stipulations.
- 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. That if any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

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

SECTION 7. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.

PRESENTED AND PASSED this 26th day of November 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

Exhibit A

Shopping Center – provides for a unified grouping, in one or more buildings whether connected or not, of retail shops, stores, and offices which are planned and developed as an operating unit.



CITY OF
BEDFORD

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

A-031.1

To: Planning and Zoning Commission

From: Jacquelyn Reyff, Planning Manager)

Date: October 16, 2013

Re: Definition of a Shopping Center

The City of Bedford Zoning Ordinance does not currently have a definition for how a shopping center is defined. Based on direction from you and the City Council, a request has been made to place a definition of a shopping center in the Ordinance to be located in Definitions, Section 1.2.B.

In considering Zoning Cases, there exists a specific example as to why this definition should be inserted into the Zoning Ordinance. Specifically, the property located at 404 Airport Freeway emphasizes why the inclusion of this definition is necessary. Since 2008, there have been three SUP applications for numerous different types of businesses to be operated out of one building at this location. The building located on this property was built as a restaurant, a McDonalds. This building was not created or designed to function as a shopping center. Thereby, having a definition of shopping center will help to avoid a situation like this in the future.

Therefore, the recommended definition is as follows:

1. *Shopping Center – provides for a unified grouping, in one or more buildings whether connected or not, of retail shops, stores, and offices which are planned and developed as an operating unit.*



Planning & Zoning Commission Staff Report

October 24, 2013

Case# A-031.1

Prepared by: Jacquelyn Reyff, AICP

Request:

To amend Section 1.2.B. Definitions from the City of Bedford's Zoning Ordinance.

Applicant	City of Bedford
General Location	Zoning Ordinance
Applicable Zoning Ordinance Section	Section 1.2.B. Definitions
Notification Requirements	15-day legal ad in Ft. Worth Star Telegram, October 9, 2013
Number of Property Owners Notified	N/A
Action Required	Approval or Denial of Text Amendment to Zoning Ordinance

Description:

Direction by the City Council for the Planning and Zoning Commission to consider amending the City of Bedford Zoning Ordinance, specific to Section 1.2.B. Definitions to include the definition of Shopping Center.

The Zoning Ordinance currently has no definition of Shopping Center. The inclusion of this definition will allow staff the ability to interpret what a shopping center is when considering development and redevelopment of specific sites.

The Planning and Zoning Commission discussed this item at their September 13, 2012 work session meeting, and again at their August 22, 2013 Planning and Zoning Commission meeting, and the consensus was to bring back before the Commission the addition of a definition of Shopping Center to amend the Zoning Ordinance.

Planning & Zoning Commission Review Options:

Recommend approval or denial for Zoning Ordinance amendment to Section 1.2.B. Definitions to include the definition of Shopping Center.

City of Bedford
Change of Zoning Application

Date 10/10/13

Applicant Name (Print): City of Bedford (*Signature): [Signature]

Address: 2000 Forest Ridge Dr. Bedford TX 76021

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

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

From: Amend Zoning Ordinance To: include definition of Shopping Center

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

~~Legal Description: Lot Block Addition
Tract Abstract Survey to the City of Bedford, Texas.
Street Address~~

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

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

(Print name)

(Company name)

(Street Address, City, State & Zip Code)

(Telephone number)

(FAX number)

Land Planner/Engineer/Surveyor: (*Signature)

(Print Name)

(Company Name)

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

(Telephone number)

(FAX number)

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF OCTOBER 24, 2013**

DRAFT

The Commission discussed the application.

Motion: Commissioner Henning made a motion to approve Site Plan Case S-059.

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

Ayes: Commissioners Sinisi, Carlson, Hall, Henning, Pierson, Vice Chairman Reese

Nays: Chairman Stroope

Abstention: None

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

- 
- 3. Zoning Ordinance Amendment Case A-031.1, public hearing and consideration of a request to amend the City of Bedford Zoning Ordinance, specifically to include a definition of a "Shopping Center", in Section 1.2.B Definitions.**

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager, who reviewed Zoning Ordinance Amendment Case A-031.1 and was there to present this application.

Chairman Stroope opened the public hearing at 7:33 PM, and there being no one to speak, closed the public hearing at 7:33 PM.

The Commission discussed the application.

Motion: Commissioner Carlson made a motion to approve Zoning Ordinance Amendment Case A-031.1

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

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

ADJOURNMENT

Chairman Stroope adjourned the Planning and Zoning Commission meeting at 7:34 PM.

**Chairman Stroope
Planning and Zoning Commission**

ATTEST:

**Yolanda Alonso
Planning and Zoning Secretary**



CITY OF
BEDFORD

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

October 31, 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 Thursday, October 31, 2013

FROM:

City of Bedford
Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" Sunday, November 3, 2013.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, November 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 ordinance to rezone a portion of Lot 1, Block 1, Bedford Meadows Addition, located at 2101 Bedford Road, Suite M, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage & Used Furniture Stores, for a Goodwill Donation Station. The property is generally located north of Bedford Road and east of Central Drive (Z-237).

Public hearing and consideration of a resolution for a site plan for Texas Health HEB ICU Expansion of 50,680 sq. ft. The property is zoned "S", Service Commercial and located in the Master Highway Corridor Overlay District, (MHC); the address is 1600 Hospital Parkway; and the legal description is Lot 1, Block 1, HEB Medical Center Addition. The property is generally located south of State Highway 183 and east of Hospital Parkway (S-059).

Public hearing and consideration of an ordinance to amend the City of Bedford Zoning Ordinance, specifically to include a definition of a "Shopping Center", in Section 1.2.B Definitions (A-031.1).

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

Alonso, Yolanda

From: Lopez, Christine [clopez@star-telegram.com]
Sent: Thursday, October 31, 2013 10:16 AM
To: Alonso, Yolanda
Subject: Re: Legal Notice Ad CC 112613 A031.1 S059 Z237

Got it

Sheri Holland for

Christine Lopez
Legal Representative
Fort Worth Star-Telegram
Phone: 817 - 390 -7522

Star-Telegram Media Services & DFW Online Network
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On Thu, Oct 31, 2013 at 9:52 AM, Alonso, Yolanda <Yolanda.Alonso@bedfordtx.gov> wrote:

Good Morning Christine,

Please publish the attached ad in the November 3, 2013, "Legal Notices" section of the newspaper.

Thank you.

--

Yolanda Alonso
Planning and Zoning Coordinator
City of Bedford
2000 Forest Ridge Drive, Bedford, Texas 76021
Office: [817-952-2137](tel:817-952-2137) | Fax: [817-952-2210](tel:817-952-2210) | Yolanda.Alonso@bedfordtx.gov



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



Council Agenda Background

PRESENTER: William Syblon, Development Director
Jacquelyn Reyff, Planning Manager

DATE: 11/26/13

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consideration of a resolution approving a site plan for the property known as Lot 1, Block 1, HEB Medical Center Addition, located at 1600 Hospital Parkway, Bedford, Texas, specifically for Texas Health HEB Hospital ICU Expansion of 50,680 SF in the Master Highway Corridor Overlay District (MHC); declaring that this resolution be cumulative of all other resolutions; providing for a severability clause; providing for a penalty; and declaring an effective date. The property is generally located south of State Highway 183 and east of Hospital Parkway. (S-059)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The applicant is proposing to build a four-story building expansion of HEB Hospital specific to the ICU. This expansion will be located in the area of the campus where there currently is a surface parking lot, between the current hospital structure and the hospital's central plant. It will be surrounded on three sides by the existing hospital structure.

The property is zoned S, Service Commercial in the Master Highway Corridor Overlay District (MHC). The Service Commercial Zoning District is established to provide locations for the development of service commercial-type uses. A hospital and its expansion is a permitted use within the S, Zoning District once site plan approval occurs, due to it being in the MHC.

The property is located within the HEB Hospital campus. The 50,680 SF expansion will be utilized for parking on the ground floor and three stories for expansion of the hospital's ICU.

All setbacks for front, side, and rear yards meet the Zoning Ordinance Requirements.

As indicated on the Site Plan, parking for the project exceeds the minimum required spaces. The required number of parking spaces for a hospital is 1.5 parking spaces per bed. There are 340 beds, which generates 510 total parking spaces. There exists 1,326 parking spaces currently on site. The total number of parking spaces after the expansion is complete will be 1,317, more than double what is required. Ingress and egress are located around the existing hospital in numerous locations along Tibbets Drive, Hospital Parkway, and Airport Freeway.

Landscaping for the project meets the Zoning Ordinance requirements because the existing site is not adding any additional impervious surface. The hospital campus is viewed as a whole project, including the new ICU building for analysis. Required landscaped area is 20% for the entire site and there exists 31%.

This project is located in the heart of the Hospital Campus and Bedford's Medical District. The property is on the HEB Hospital Campus and is in the Master Highway Corridor Overlay District (MHC). Staff worked with the applicant to represent the building in a way which would reflect the spirit of the Hospital, the Medical District, and the MHC. The elevations are therefore of earth tones and the articulation and design of the building meets the MHC's requirements.

The applicant has indicated the elevations to be of metal materials. Those materials are to be of earth tone in color. Alternative construction methods, beyond masonry, which are demonstrated to be critical to the architectural theme of the structure, may be approved by the City Council upon recommendation of the Planning and Zoning Commission. The applicant has indicated there is a trend in using metal materials from other previous projects. They have also indicated a maintenance issue with using masonry in the past in that it is difficult to match. As a result, the building begins to look piecemeal. Additionally, the expansion will be surrounded by the existing hospital building. An exhibit showing the expansion from line-of-sight along State Highway 183 has been included and supports that the expansion will not be very visible.

The building and site development meet the Zoning Ordinance requirements in the MHC. This project will be an architecturally significant addition to the Texas Health HEB Hospital and City's Medical District.

Comprehensive Plan:

The Comprehensive Plan indicates the location of 1600 Hospital Parkway to be commercial. Therefore, the continued use of Texas Health HEB Hospital and ICU expansion at this location does not conflict with the Comprehensive Plan.

The Planning and Zoning Commission recommended approval for this project at their October 24, 2013 meeting by a vote of 6-1-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution approving a site plan for the property known as Lot 1, Block 1, HEB Medical Center Addition, located at 1600 Hospital Parkway, Bedford, Texas, specifically for Texas Health HEB ICU Expansion of 50,680 SF in the Master Highway Corridor Overlay District (MHC); declaring that this resolution be cumulative of all other resolutions; providing for a severability clause; providing for a penalty; and declaring an effective date. The property is generally located south of State Highway 183 and east of Hospital Parkway. (S-059)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Site Plan
8 ½ x 11 drawings
24x36 drawings (separate attachment)
Zoning Map of Referenced Property
Application
PowerPoint
October 24, 2013 Planning & Zoning Minutes
Copy of Legal Ad Published in Star Telegram

RESOLUTION NO. 13-

A RESOLUTION APPROVING A SITE PLAN FOR THE PROPERTY KNOWN AS LOT 1, BLOCK 1, HEB MEDICAL CENTER ADDITION, LOCATED AT 1600 HOSPITAL PARKWAY, BEDFORD, TEXAS, SPECIFICALLY FOR TEXAS HEALTH HEB HOSPITAL ICU EXPANSION OF 50,680 SF IN THE MASTER HIGHWAY CORRIDOR OVERLAY DISTRICT (MHC); DECLARING THAT THIS RESOLUTION BE CUMULATIVE OF ALL OTHER RESOLUTIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND DECLARING AN EFFECTIVE DATE. THE PROPERTY IS GENERALLY LOCATED SOUTH OF STATE HIGHWAY 183 AND EAST OF HOSPITAL PARKWAY. (S-059)

WHEREAS, the property is located within the Master Highway Corridor Overlay District (MHC), which requires approval from both the Planning and Zoning Commission and the City Council of Bedford, Texas; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the Site Plan at their October 24, 2013 meeting; and,

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

WHEREAS, the said Site Plan is known as Lot 1, Block 1, HEB Medical Center Addition, and is located at 1600 Hospital Parkway, Bedford, Texas. The property is generally located south of State Highway 183 and east of Hospital Parkway.

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

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

SECTION 2. That the City Council hereby approves the resolution accepting the Texas Health HEB Hospital ICU Site Plan.

PRESENTED AND PASSED this 26th day of November 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

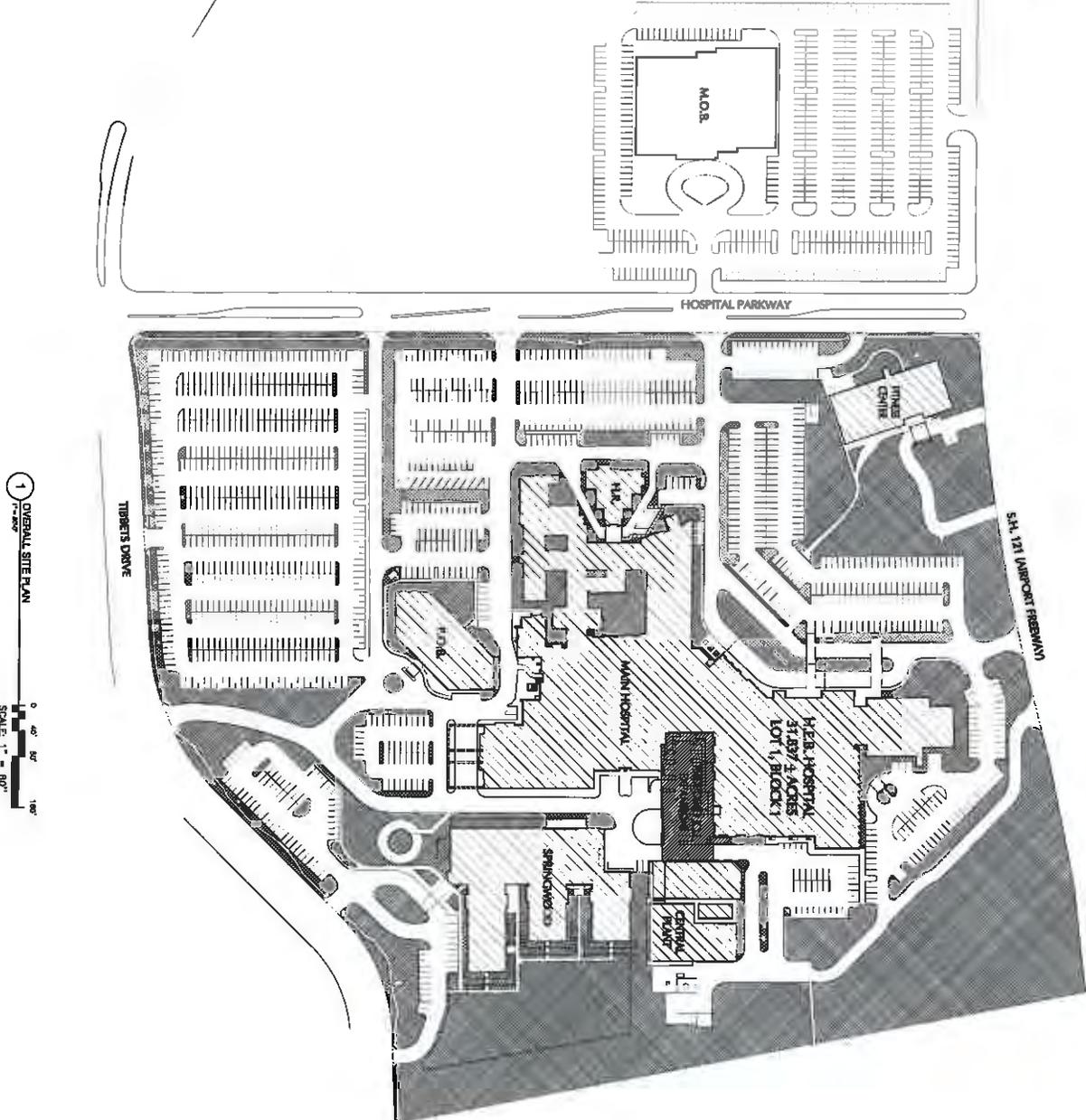
ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

09-27-13 A 1:50 IN



1 OVERALL SITE PLAN
SCALE: 1" = 80'

LANDSCAPE AREA CALCULATION

TOTAL LANDSCAPE AREA = 31,837 & 4,025
 TOTAL LANDSCAPED AREA = 3,897 & 4,025
 PERCENTAGE OF LANDSCAPED/PAVED AREA = 3.48
 TOTAL IMPAVED AREA = 21,940 & 4,025
 PERCENTAGE OF IMPAVED AREA = 86.52

PARKING TABULATION

TOTAL # OF EXISTING SPACES = 504
 TOTAL # OF EXISTING PAVED SPACES = 1,282
 TOTAL # OF EXISTING IMP. PAVED SPACES = 44
 PROPOSED ADDITIONAL SPACES = 35
 TOTAL # OF PROPOSED SPACES (PAV. + IMP.) = 340
 NUMBER OF PARKING SPACES REQUIRED CHD & LSH = 210
 TOTAL # OF PROPOSED PARKING SPACES = 1273
 TOTAL # OF PROPOSED IMP. PAVED SPACES = 44

SITE LEGEND

EXISTING BUILDING
 PROPOSED EXPANSION
 LANDSCAPED/PAVED AREA

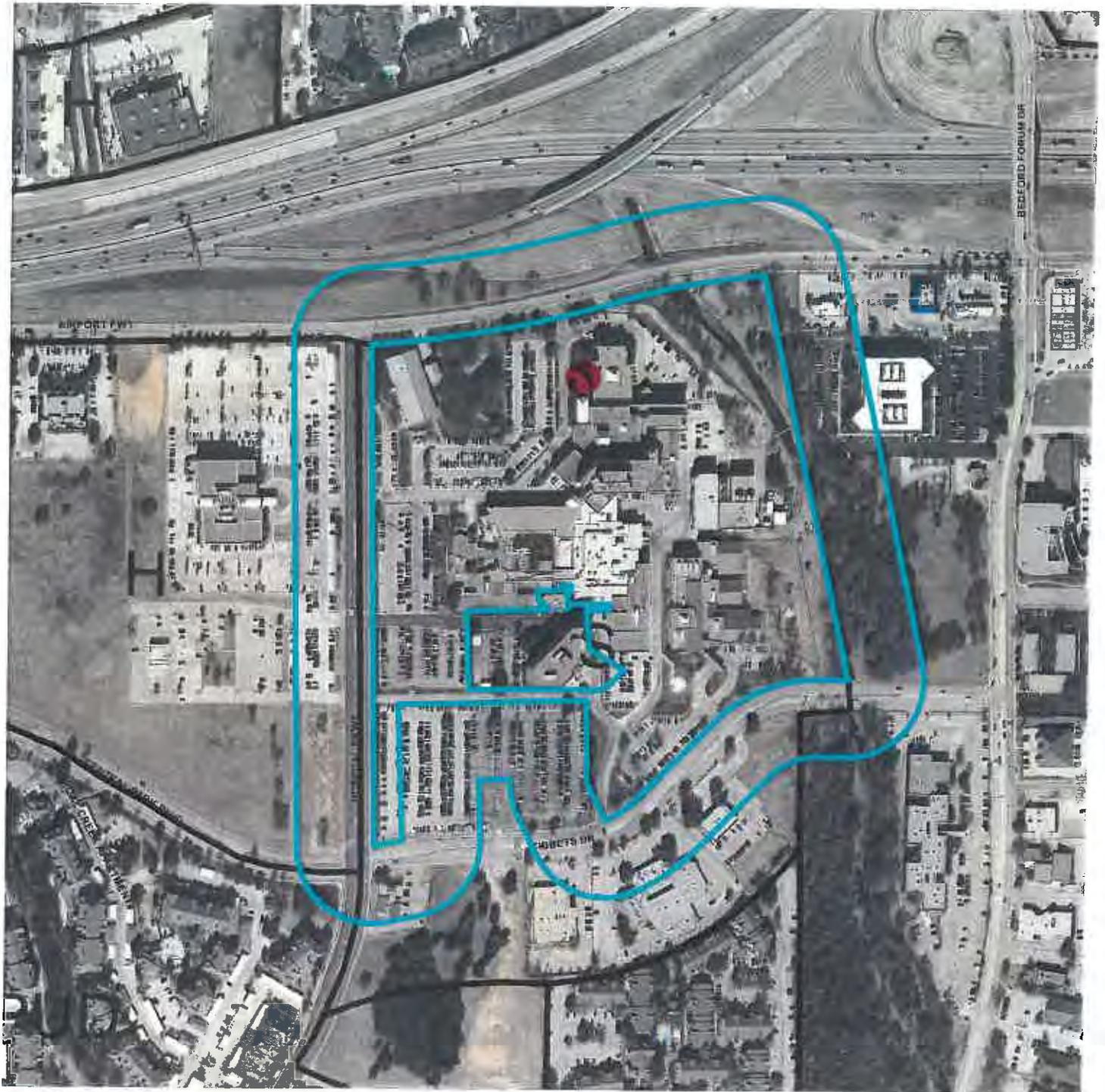
TEXAS HEALTH HARRIS METHODIST ICU EXPANSION
 BEDFORD, TEXAS

10% COMMON DEVELOPMENT - NOT FOR CONSTRUCTION

PROJECT TEAM:
 ARCHITECT: STERLING BARNETT LITTLE
 PROJECT NO. SB-13-002
 DATE: 09-27-13
 17% TESTIMONIAL:
 CALCULATING PROVISIONS:
 DATE: 09-27-13
 PREPARED BY:
 DATE: 09-27-13
 CHECKED BY:
 DATE: 09-27-13
 APPROVED BY:
 DATE: 09-27-13

TITLE: OVERALL SITE PLAN
 PROJECT NO: A121

Sterling Barnett Little



City of Bedford, Texas

Hearing Date: 10-24-13 S-059

**Address: 001600 HOSPITAL PKWY
 Addition: H E B MEDICAL CENTER
 Bedford, TX 76021**

SUBNUM: BLOCK: 1 LOT: 1



-  Parcel Boundary
-  Subject Parcel and Buffer

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



S-059



City of Bedford
Site Plan Application

S-059

Application Fee: (\$205.00 plus \$205.00 per acre over one). \$205.00 + \$205.00 x # 20449

OWNER

Name Timothy D. O'Ferrall Signature 

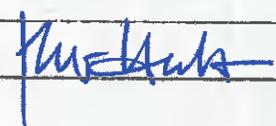
Company Name Texas Health Resources

Street Address/City/State/Zip Code 612 E Lamar Blvd., 2nd Floor, Arlington TX, 76011

Telephone 214-345-6064 Fax 214-345-6975

E-mail toferrall@texashealth.org

AUTHORIZED APPLICANT/AGENT (if not Owner named above)

Name Rob Hudson Signature 

Company Name STERLING BARNETT LITTLE, INC

Street Address/City/State/Zip Code: 1000 BALPARK WAY, SUITE 200, ARLINGTON 76011

E-mail ROB.HUDSON@SBLARCHITECTS.COM

Telephone 817 792 2100 Fax 817 461-1362

I, the undersigned owner, or _____ (Option Holder, etc.) of the following described real property located in the City of Bedford, Texas, hereby make application for a change of zoning classification as provided in the City of Bedford Zoning Ordinance. I hereby certify that there are no existing dwellings or other buildings located on the property which would not conform to the construction standards, of the zoning classification being proposed, except as provided in Section 2.3, Nonconforming Lots, Nonconforming Uses of Land, Nonconforming Structures & Nonconforming Uses of Structures & Premises of the City of Bedford Zoning Ordinance.

*Signature certifies all information provided is true and correct.

PROPERTY DESCRIPTION

Project Name or Description of Development Texas Health HEB Hospital - ICU Expansion

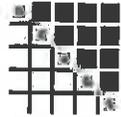
Current Zoning "S" Service Commercial

Address 1600 Hospital Pkwy, Bedford, TX

Legal Description: Subdivision/Abstract HEB Medical Center

Block/Abstract No. 1 Lots/Tracts 15

Include a narrative describing the use. The narrative should describe your business; list all of the operations that will be conducted. It should include your hours of operation and number of employees. Additional information may be requested during the review process.



Sterling Barnett Little, Inc.
Architecture / Planning / Interior Design / Consulting

September 17, 2013

Jacquelyn Reyff
City of Bedford
1816 Bedford Road
Bedford, Texas 76021

Re: DRC Documents - Resubmittal
Exterior Building Materials
201301.00 Texas Health HEB ICU Tower Expansion

Dear Ms. Reyff:

On behalf of Texas Health Resources hospital system and Harris Methodist HEB, SBL is writing this letter to propose the use of a metal panel system for the exterior cladding of the proposed ICU Expansion project in lieu of masonry. Enclosed in this submittal package are elevation rendered exhibits as requested by the City of Bedford to show the materials proposed for the project.

We understand that the Master Highway Corridor requirements, as stated, require 100% masonry for the exterior of the building. However, we are proposing to utilize the metal panel system for the following reasons:

1. Building additions to the campus over the years has produced a mix blend of similar masonry for the different additions added tot he campus. This mix blend on the campus makes for several different shades of the original tan brick. One can date the campus by the mixture of masonry added over time. The hospital has expressed great concern regarding the mix of masonry color on the campus. Therefore in this iteration of proposed expansion, the Hospital has requested the use of metal panels for the exterior of the proposed ICU expansion in order to get away from attempting to match existing masonry.
2. The use of the metal panel system on the HEB campus is not new. Both the new Emergency Department addition and the Ambulatory Surgery expansion utilize metal panel cladding systems for the exterior walls of these additions. Ambulatory Surgery addition is located on the north facade of the campus facing Hwy 121 / 183.
3. As shown in the rendering exhibit, there will be very little of the ICU expansion that will be exposed to the highway corridor. Portions of the east end and north facades of the upper floors will be partially visible from the highway corridor.
4. We have altered the color pallette for the metal panels from the original submittal to accommodate the request of more "earthy" tones. Provided are physical samples of the alerted metal panel colors that are currently proposed for the building. However, we have

S-059

altered the color palette to better our chance of allowing the use of the metal panel, the original selection was complimentary of the existing metal panels that are currently installed on the campus.

5. There will be a large portion of the existing masonry removed from the existing hospital to accommodate the infill condition of the proposed ICU expansion. The existing masonry is somewhat problematic as there are settlement issues with the existing building. In lieu or attempting to resolve the settlement issues, the masonry will be removed and remaining wall structures of the existing will be compatible with the new ICU construction.

We hope that our proposal to utilize a metal panel system on the exterior of the ICU expansion in lieu of masonry will be accepted. If there are any additional questions or a need for added information, please do not hesitate to contact our office.

Sincerely,
Sterling Barnett Little, Inc.



Rob Hudson, AIA
Senior Associate

cc: Rick Scivally
Tim O'Ferrall

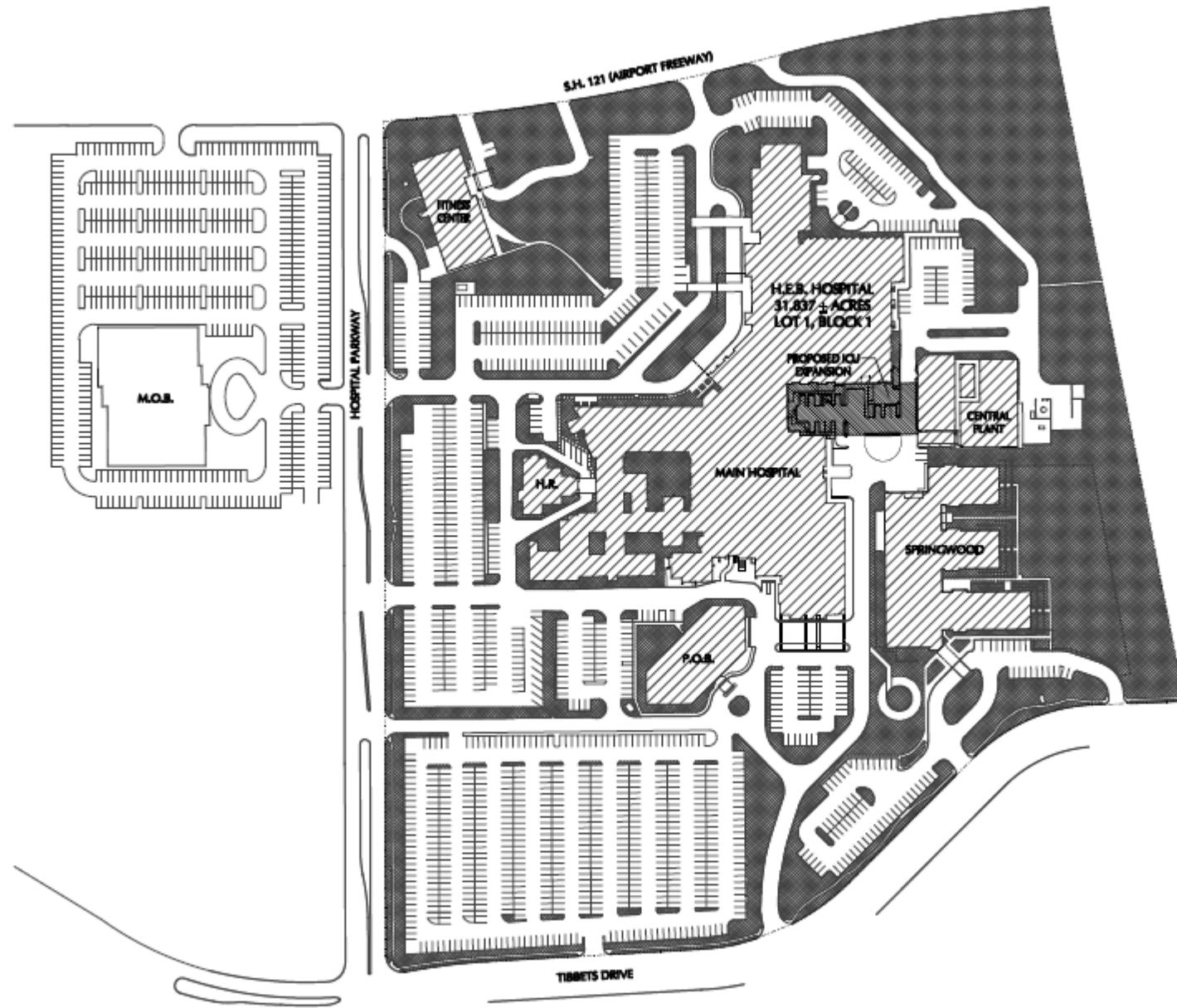


 **Sterling Barnett Little, Inc.**
Architecture / Planning / Interior Design / Consulting

 **Texas Health**
Harris Methodist Hospital
HURST-EULESS-BEDFORD



Site Plan



LANDSCAPE AREA CALCULATION

TOTAL LANDSCAPE AREA = 2,027 ± ACRES
 TOTAL LANDSCAPED AREA = 6,027 ± ACRES
 PERCENTAGE OF LANDSCAPED/TOTAL AREA = 3.01%
 TOTAL IMPAVED AREA = 2,027 ± ACRES
 PERCENTAGE OF IMPAVED AREA = 85.2%

PARKING TABULATION

TOTAL # OF EXISTING SPACES = 204
 TOTAL # OF EXISTING PARKING SPACES = 130
 TOTAL # OF EXISTING PL. PARKING SPACES = 74
 PROPOSED ADDITIONAL SPACES = 30
 TOTAL # OF PROPOSED SPACES (204 + 30) = 234
 RATIO OF PARKING SPACES PROVIDED (234) 1.15 = 89%
 TOTAL # OF PROPOSED PARKING SPACES = 130
 TOTAL # OF PROPOSED PL. PARKING SPACES = 74

SITE LEGEND

EXISTING BUILDING [diagonal hatching]

PROPOSED EXPANSION [cross-hatching]

LANDSCAPED/TOTAL AREA [stippled]

PROJECT TITLE
 TEXAS HEALTH HEB
 ICU EXPANSION
 MEDFORD, TEXAS

DATE
 08/20/2014

SCALE
 1/8" = 1'-0"

DESIGNED BY
 STERLING BARNETT & LITTLE

CHECKED BY
 [Signature]

APPROVED BY
 [Signature]

**TEXAS HEALTH HEB
 ICU EXPANSION
 MEDFORD, TEXAS**

URS CONSULTING ENGINEERS, INC. - URS FOR COORDINATION

**OVERALL
 SITE
 PLAN**

A1.21



1 SITE PLAN
 SCALE: 1/8" = 1'-0"

LANDSCAPE AREA CALCULATION

TOTAL CAMPUS AREA = 31.857 ± ACRES

TOTAL LANDSCAPED AREA = 9.997 ± ACRES

PERCENTAGE OF LANDSCAPED/PERVIOUS AREA = 31.4%

TOTAL IMPERVIOUS AREA = 21.840 ± ACRES

PERCENTAGE OF IMPERVIOUS AREA = 68.6%

PARKING TABULATION

TOTAL # OF EXISTING BEDS = 304

TOTAL # OF EXISTING PARKING SPACES = 1282

TOTAL # OF EXISTING HC PARKING SPACES = 44

PROPOSED ADDITIONAL BEDS = 36

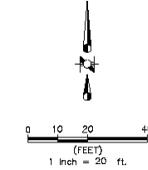
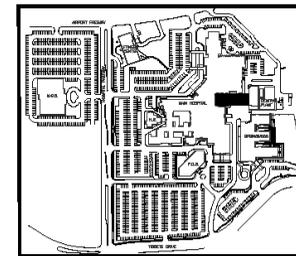
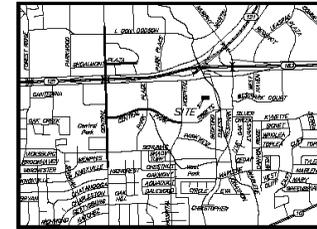
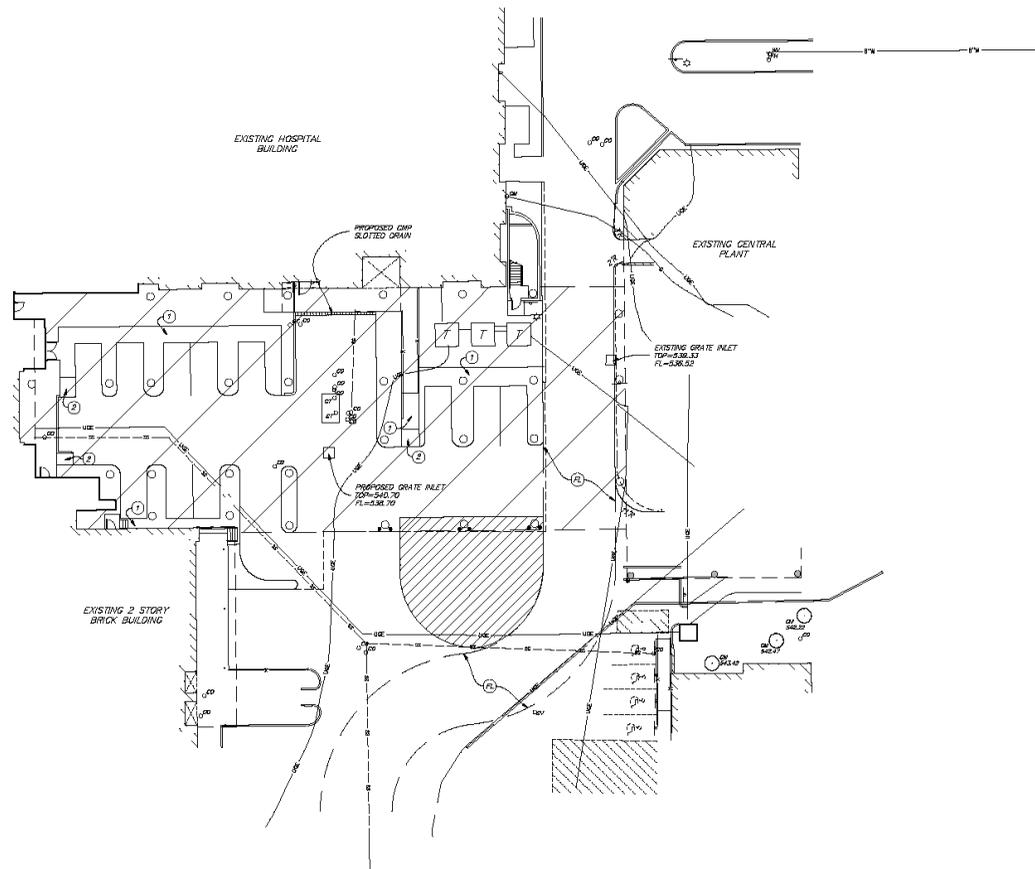
TOTAL # OF PROPOSED BEDS (304 + 36) = 340

NUMBER OF PARKING SPACES REQUIRED (340 X 1.6) = 544

TOTAL # OF PROPOSED PARKING SPACES = 1272

TOTAL # OF PROPOSED HC PARKING SPACES = 45

Site Plan Application



LEGEND

- ① PROPOSED SIDEWALK
- ② PROPOSED BARRIER FREE RAMP
- ③ FIRE LANE
- ▨ PROPOSED STRUCTURE ABOVE/ LIMITS OF CONSTRUCTION

BENCHMARKS

ELEVATIONS DERIVED FROM GPS STATIC OBSERVATION DATA SUBMITTED TO NATIONAL GEODETIC SURVEY'S "ONLINE POSITIONING USER SYSTEM"

SQUARE CUT ON TOP OF CURB, CENTER OF A 20' INLET IN THE NORTH CURB LINE OF TOBACCO DRIVE, 600'± EAST OF HOSPITAL DRIVE, ELEV=542.51'

SQUARE CUT ON TOP OF CURB 36"± EAST AND 72"± NORTH OF THE PROJECTION OF THE NORTH EAST BUILDING CORNER OF CENTRAL PLANT & SECURITY, ELEV=544.37'

RAYMOND L. GOODEN, JR., INC. CONSULTING ENGINEER
2005 S. SIEMENS DRIVE, SUITE 107, LB 17
DALLAS, TEXAS 75231-1738
PHONE: 972-338-8100 FAX: 972-338-8100

PROGRESS SET - FOR REVIEW ONLY
Issued 9/16/13

These documents are for Design Review and not intended for Construction, Bidding or Permit. Purpose: They were prepared by or under the supervision of:

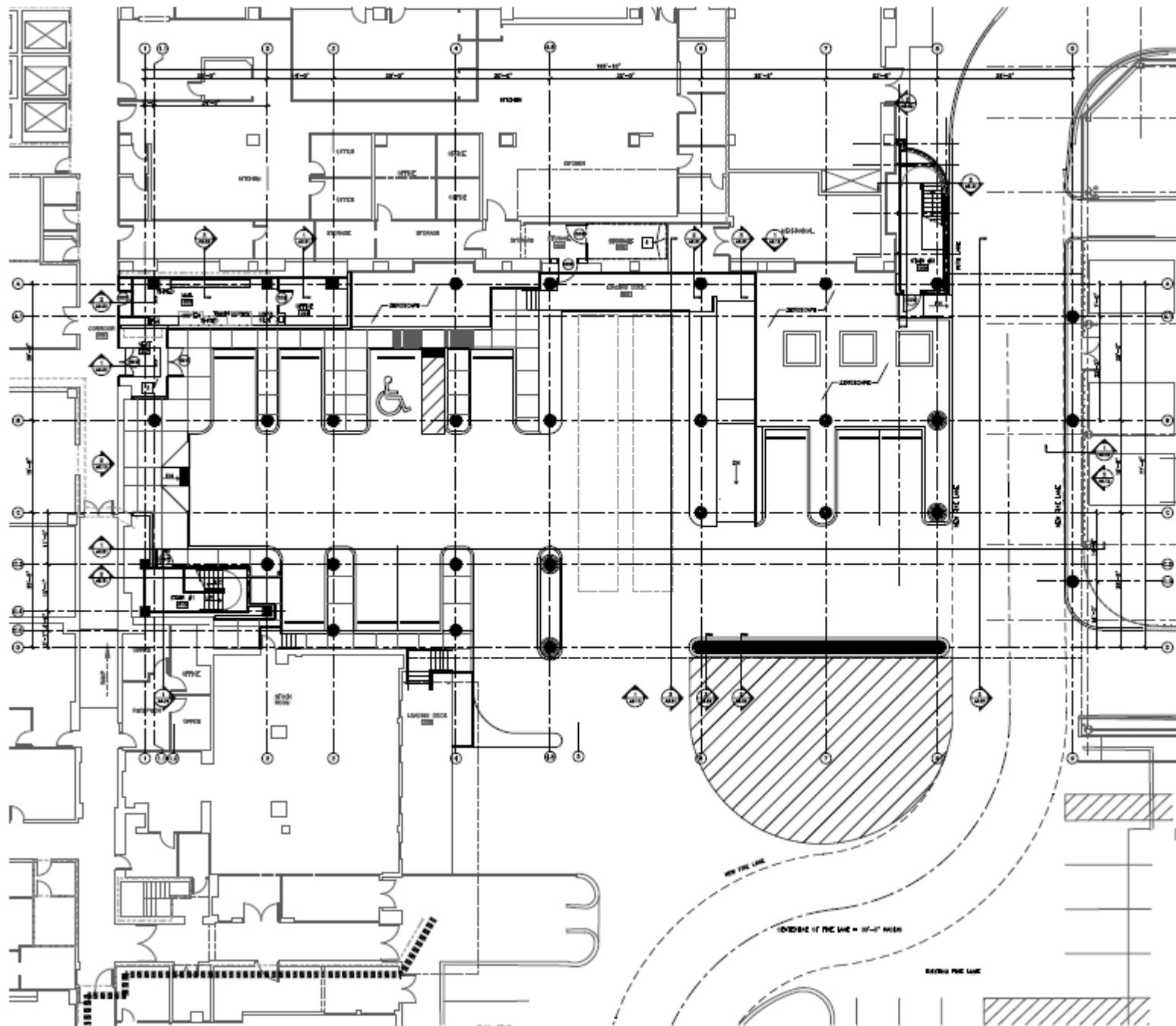
Stephen D. Sawwind, P.E. #108868
Raymond L. Gooden, Jr., Inc.

SHEET NO.
C0.10

HARRIS METHODIST HEB ICU		SITE SUMMARY	
OWNER: Texas Health Resources/Harris Methodist HEB 5700 Piedmont Drive, Suite 100 Dallas, Texas 75237 214-365-8100 Contact: Tim O'Neal			
ENGINEER: Raymond L. Gooden, Jr., Inc. 3445 La Sierra Drive, Suite 202, LB 17 Dallas, Texas 75231-1738 214-338-8100 Contact: Stephen Sawwind			
ARCHITECT: Sterling Barnett Little 1000 Bishop Ave. #200 Arlington, Texas 76011 817-352-1100 Contact: Rob Hudson			
A. Zoning: *S* Service Commercial	E. Parking Ratio: 1.5 SPADES PER BED @ 340 BEDS (EXISTING/NEW)	F. Required Parking for Office: N/A	G. Parking Provided: (Existing & New)
B. Setback: Front Yard= 20' Side Yard= 5' Rear Yard= 0'	H. Existing Standard = 42 Proposed Standard = 8 Total = 1303	I. Existing Handicapped = 42 Proposed Handicapped = 1 Total = 1303	J. Landscape Calculations Impervious Ground = 131 ACRES Pervious Ground = 410 ACRES
C. Lot Area Acres = 31.836 Square Feet = 1,368,778	D. Building Square Footage: Proposed Building = 50,680 Square Feet	NOTE: CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES.	

SITE PLAN							
HARRIS METHODIST HEB ICU							
TOWER EXPANSION							
STERLING BARNETT LITTLE							
CITY OF BEDFORD, TEXAS							
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.	
RLG	RLG	9/12/13	1"=20'	SITE PLAN	13	332	
JOB NO.	13-332	E-FILE		DWG. NO.			

Ground Floor Plan



FLOOR PLAN GENERAL NOTES - TYPICAL

1. SEE THE SET FOR GENERAL AND SPECIFICATIONS
2. FINISHES TO BE SHOWN ON THE PLAN
3. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL CITY ORDINANCES AND REGULATIONS
4. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL CITY ORDINANCES AND REGULATIONS
5. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL CITY ORDINANCES AND REGULATIONS
6. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL CITY ORDINANCES AND REGULATIONS
7. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL CITY ORDINANCES AND REGULATIONS
8. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL CITY ORDINANCES AND REGULATIONS

REFERENCE NOTES

1. FOR GENERAL NOTES SEE SET
2. FOR OTHER NOTES SEE SET
3. FOR OTHER NOTES SEE SET
4. FOR OTHER NOTES SEE SET
5. FOR OTHER NOTES SEE SET

PLAN NOTES BY SYMBOL

- 1. SEE THE SET FOR GENERAL AND SPECIFICATIONS
- 2. SEE THE SET FOR GENERAL AND SPECIFICATIONS
- 3. SEE THE SET FOR GENERAL AND SPECIFICATIONS
- 4. SEE THE SET FOR GENERAL AND SPECIFICATIONS
- 5. SEE THE SET FOR GENERAL AND SPECIFICATIONS

PROJECT NAME
TEXAS HEALTH HEB
ICU EXPANSION
 BEDFORD, TEXAS

ARCHITECT
 STORING BARNETT & LITTLE

DATE
 08/20/2018

PROJECT NO.
 A2.21

SCALE
 AS SHOWN

DESIGNED BY
 J. LITTLE

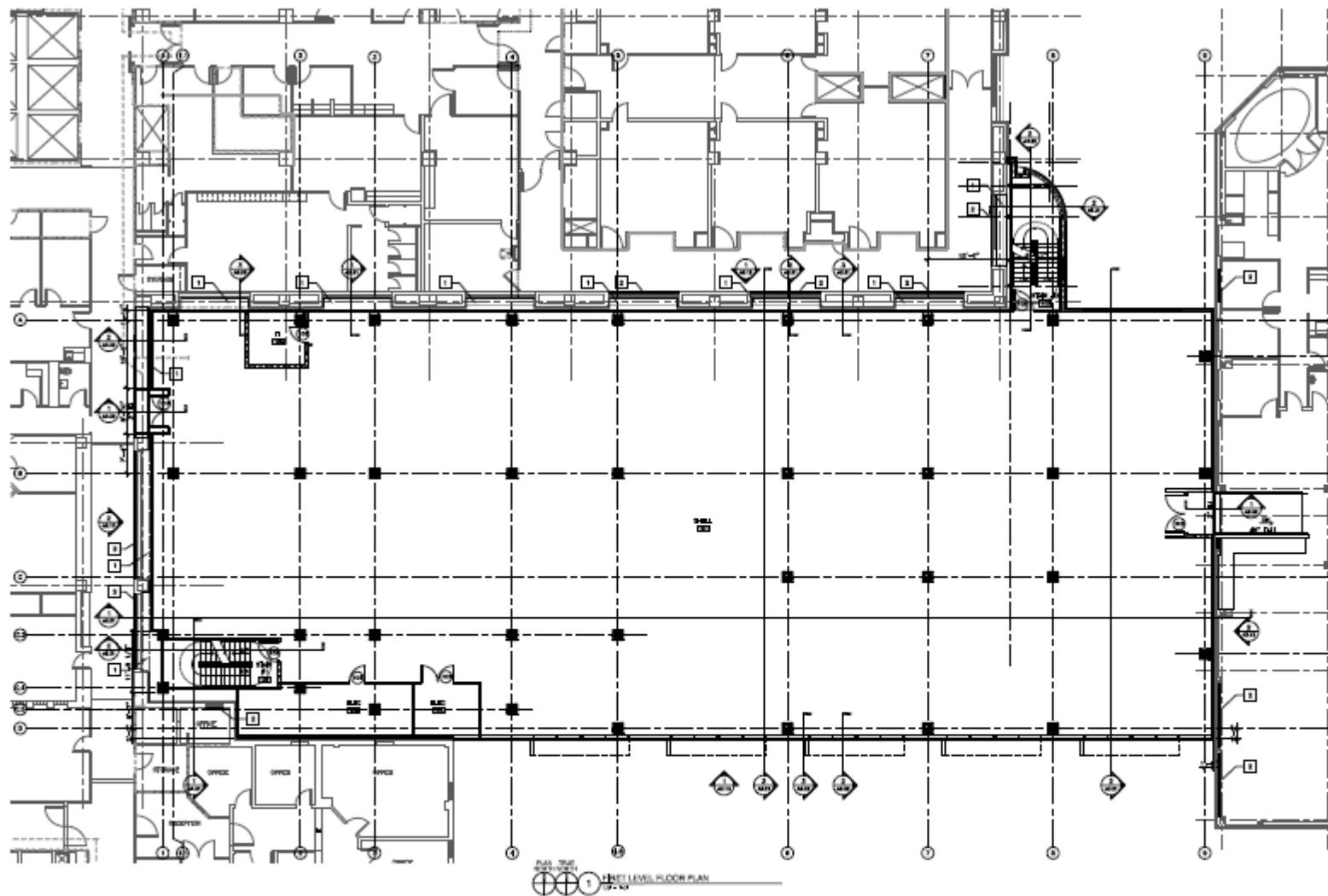
DRAWN BY
 J. LITTLE

CHECKED BY
 J. LITTLE

APPROVED BY
 J. LITTLE

1 BASEMENT LEVEL FLOOR PLAN

First Floor Plan



FLOOR PLAN GENERAL NOTES - TYPICAL

1. REFER TO SET ARCH FOR SYMBOLS AND DIMENSIONS.
2. FINISHES TO BE SHOWN ON THE ARCHITECTURAL DRAWINGS.
3. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
4. REFER TO THE ARCHITECTURAL DRAWINGS FOR THE LOCATION OF ALL WORK.
5. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
6. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
7. REFER TO THE ARCHITECTURAL DRAWINGS FOR THE LOCATION OF ALL WORK.
8. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.

REFERENCE NOTES

1. FOR BUILDING CODES REFER TO ARCH.
2. FOR WORK SCHEDULE REFER TO ARCH.
3. FOR FINISH SCHEDULE REFER TO ARCH.
4. FOR TRUCK ACCESSORY WORKING REFER TO ARCH.
5. FOR PARTIAL WORK REFER TO ARCH.

PLAN NOTES BY SYMBOL

- 1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
- 2. CORRELATE WORKING SYMBOLS WITH THE ARCHITECTURAL DRAWINGS.
- 3. PROVIDE ACCURATE SCALE OF THE WORKING SYMBOLS.
- 4. WORKING SYMBOLS TO BE UPDATING TO A DATE (1) FOR THE WORK SYMBOLS.

PROJECT TITLE
TEXAS HEALTH HEB
ICU EXPANSION
MEDFORD, TEXAS

ARCHITECT
STERLING BARNETT & LITTLE
ARCHITECTS
1000 WEST 10TH STREET
IRVING, TEXAS 75039

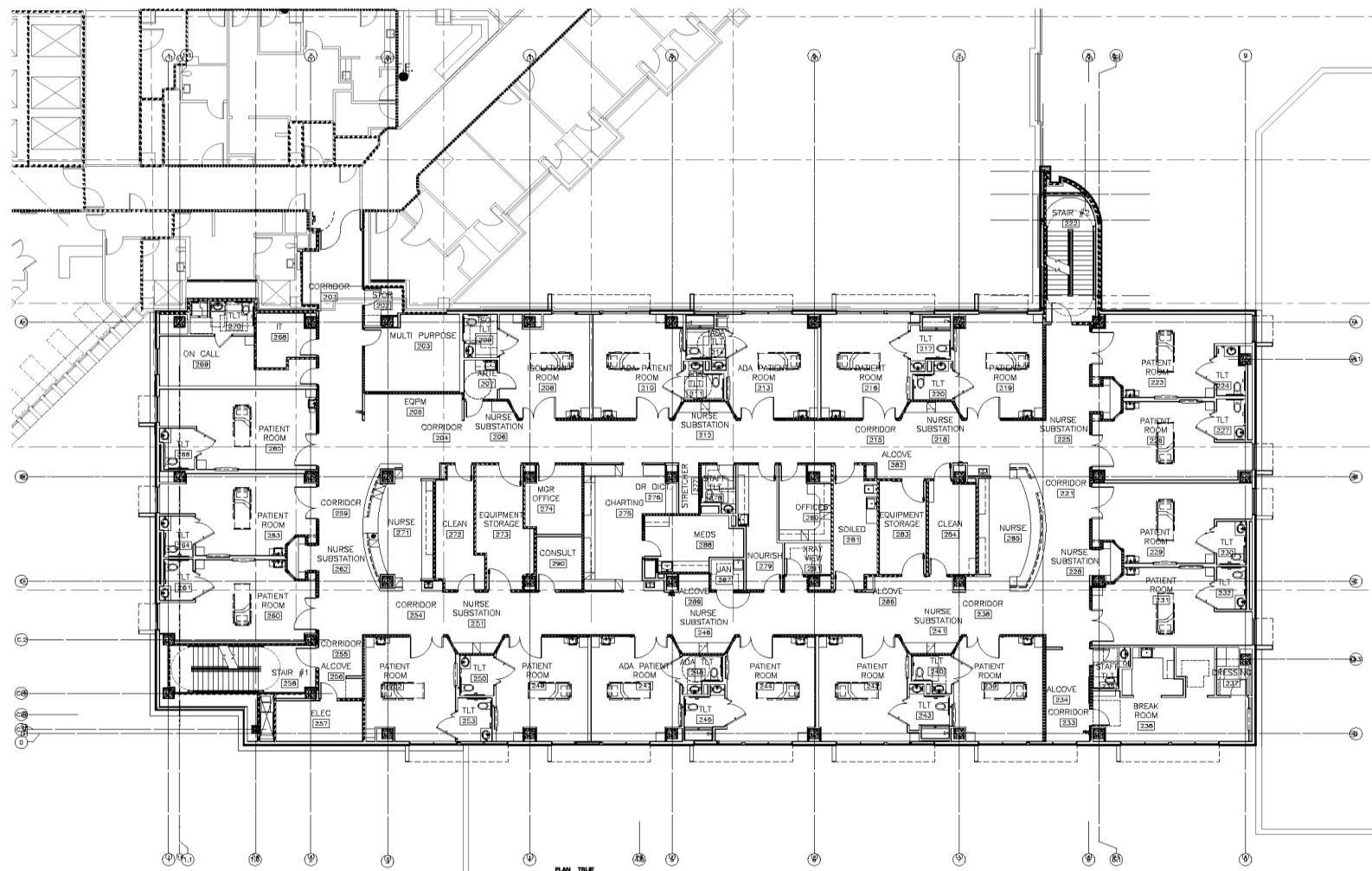
PROJECT NO.
A2.22

DATE
10/15/2010

SCALE
AS SHOWN

STERLING BARNETT & LITTLE
ARCHITECTS
1000 WEST 10TH STREET
IRVING, TEXAS 75039
PH: 972.251.1111
WWW.SBLA.COM

Second Floor Plan – ICU Expansion Floor



PLAN TITLE NORTH NORTH
1 SECOND LEVEL FLOOR PLAN
 1/8" = 1'-0"

- FLOOR PLAN GENERAL NOTES - TYPICAL**
1. REFER TO SHEET ADDS FOR SYMBOLS AND ABBREVIATIONS.
 2. ALL PARTITIONS TO BE TYPE "A1" UNLESS NOTED OTHERWISE. FOR PARTITION TYPES REFER TO A5.11.
 3. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE DRAWINGS, CONDITIONS AND FIELD CONDITIONS BEFORE COMMENCING ANY WORK AND REQUEST CLARIFICATION IN WRITING.
 4. PROVIDE BLENDING FOR SHIMMED MOUNTED ACCESSORIES AND EQUIPMENT.
 5. DOOR SCHEDULES, REFER TO SHEET A5.11.
 6. ALL COLLAR GRID LOCATIONS AND DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR PRIOR TO COMMENCEMENT OF WORK.
 7. DIMENSIONS INDICATED ARE FROM FACE OF FINISH TO FACE OF FINISH OR NEAREST COLLAR CENTER LINE, TYPICAL UNLESS NOTED OTHERWISE.
 8. FILL IN OPENING FROM REMOVED DOOR AND FRAME, PAINT TO MATCH ADJACENT SURFACES.

- REFERENCE NOTES**
1. FOR DOOR/FRAME TYPES: REFER TO A5.11
 2. FOR DOOR SCHEDULES: REFER TO A5.11
 3. FOR INTERIOR ELEVATIONS: REFER TO A5.11
 4. FOR TOILET ACCESSORY MOUNTING HEIGHTS: REFER TO A5.11
 5. FOR PARTITION: REFER TO A5.11

- PLAN NOTES BY SYMBOL**
- 1 FILL IN OPENING FROM OFFICE IN EXISTING BUILDING WITH NEW FLOOR ASSEMBLY, TYP.
 - 2 CORRECT EXISTING WINDOW WITH WALL PARTITION AS SCHEDULED. PATCH AND REPAIR TO MATCH EXISTING WALL AS REQUIRED.
 - 3 PROVIDE DECORATIVE WALK OFF MAT WITH TEXAS HEALTH HARRIS METHODIST HOSPITAL HEB LOGO.
 - 4 EXISTING PARTITION TO BE UPGRADED TO A ONE (1) HOUR FIRE RATED PARTITION.
 - 5 RE-USE EXISTING LATCH SCHEDULED TO BE REMOVED FOR NEW WALL PARTITION. PARTITION THICKNESS TO MATCH EXISTING, ADJACENT PARTITION.
 - 6 TIRE STOP. REFER TO SHEET A1.3.1.
 - 7 EXISTING TRANSFORMER AND CONC. PAD TO REMAIN.
 - 8 SITE WALL. REFER TO STRUCTURAL DRAWINGS.
 - 9 BOLLARD. REFER TO CIVIL DRAWINGS.
 - 10 REMOVE SEALANT AND BACKER ROD AROUND EXISTING WINDOW. PROVIDE NEW SEALANT AND BACKER ROD AS SPECIFIED.

PROJECT TEAM

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 FAX: (817) 381-2502

CIVIL ENGINEER
 HICK CONSULTING ENGINEERS
 TEL: (817) 738-9500

STRUCTURAL
 AMBERGROSS DOUGLASS
 PARTNERS, L.L.C.
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 FAX: (817) 237-0030

M.E.P.
 TELSON, COMPANY
 PARTNERS, L.L.C.
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EQUIPMENT PLANNER
 ETEC
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 FAX: (214) 466-7600

MEP
 TEL: (817) 80-8500
 FAX: (817) 80-8700

**TEXAS HEALTH HARRIS METHODIST
 HOSPITAL HEB ICU EXPANSION**
 BEDFORD, TEXAS

85% CONSTRUCTION DOCUMENTS PROGRESS SET

REVISIONS

TITLE
 SECOND LEVEL FLOOR PLAN

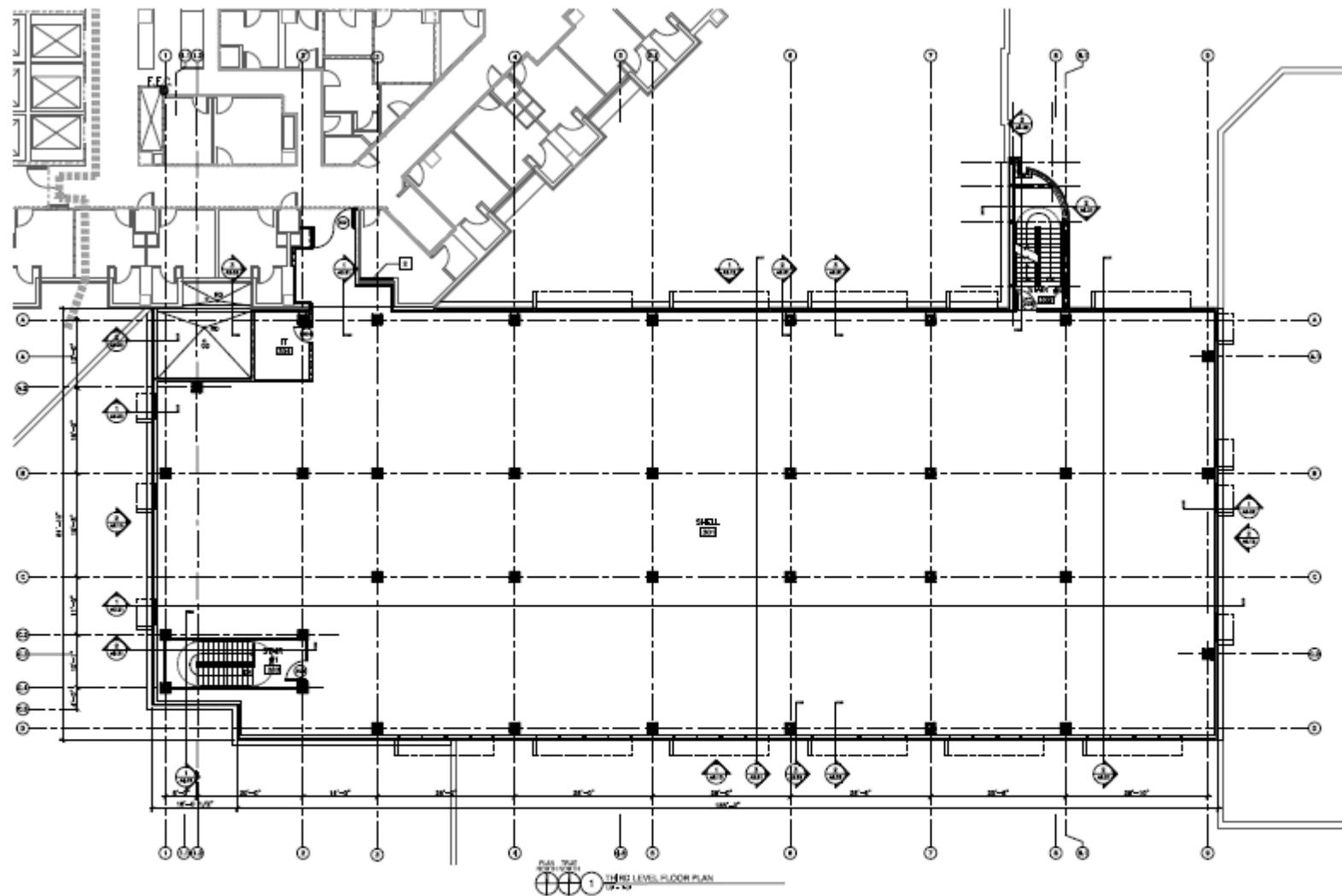
PROJECT NO.
 20190100

REVISION DATE
 11.21.15

DRAWING NO.
A2.23

STERLING BARNETT LITTLE

Third Floor Plan



FLOOR PLAN GENERAL NOTES - TYPICAL

1. SEE TO BE SET ASH FOR FINISH AND MATERIALS.
2. FINISH TO BE SET ASH FOR FINISH AND MATERIALS.
3. FINISH TO BE SET ASH FOR FINISH AND MATERIALS.
4. FINISH TO BE SET ASH FOR FINISH AND MATERIALS.
5. FINISH TO BE SET ASH FOR FINISH AND MATERIALS.
6. FINISH TO BE SET ASH FOR FINISH AND MATERIALS.
7. FINISH TO BE SET ASH FOR FINISH AND MATERIALS.
8. FINISH TO BE SET ASH FOR FINISH AND MATERIALS.

REFERENCE NOTES

1. FOR FINISH TO BE SET ASH FOR FINISH AND MATERIALS.
2. FOR FINISH TO BE SET ASH FOR FINISH AND MATERIALS.
3. FOR FINISH TO BE SET ASH FOR FINISH AND MATERIALS.
4. FOR FINISH TO BE SET ASH FOR FINISH AND MATERIALS.
5. FOR FINISH TO BE SET ASH FOR FINISH AND MATERIALS.

PLAN NOTES BY SYMBOL

- 1. FINISH TO BE SET ASH FOR FINISH AND MATERIALS.
- 2. FINISH TO BE SET ASH FOR FINISH AND MATERIALS.
- 3. FINISH TO BE SET ASH FOR FINISH AND MATERIALS.
- 4. FINISH TO BE SET ASH FOR FINISH AND MATERIALS.
- 5. FINISH TO BE SET ASH FOR FINISH AND MATERIALS.

PROJECT NAME
 TARRANT CENTER
 1000 W. WASHINGTON
 FORT WORTH, TEXAS 76102
 ARCHITECT
 STERLING BARNETT & LITTLE
 1000 W. WASHINGTON
 FORT WORTH, TEXAS 76102
 ENGINEER
 STERLING BARNETT & LITTLE
 1000 W. WASHINGTON
 FORT WORTH, TEXAS 76102
 CONTRACTOR
 STERLING BARNETT & LITTLE
 1000 W. WASHINGTON
 FORT WORTH, TEXAS 76102

**TEXAS HEALTH HEB
 ICU EXPANSION
 BEDFORD, TEXAS**

REV. 01/20/2010

DATE
 01/20/2010

PROJECT NO.
 1000

DRAWING NO.
 A2.24

DESIGNED BY
 JBL

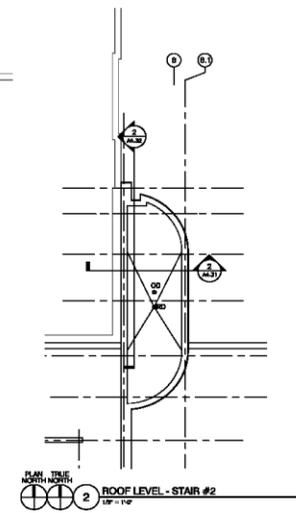
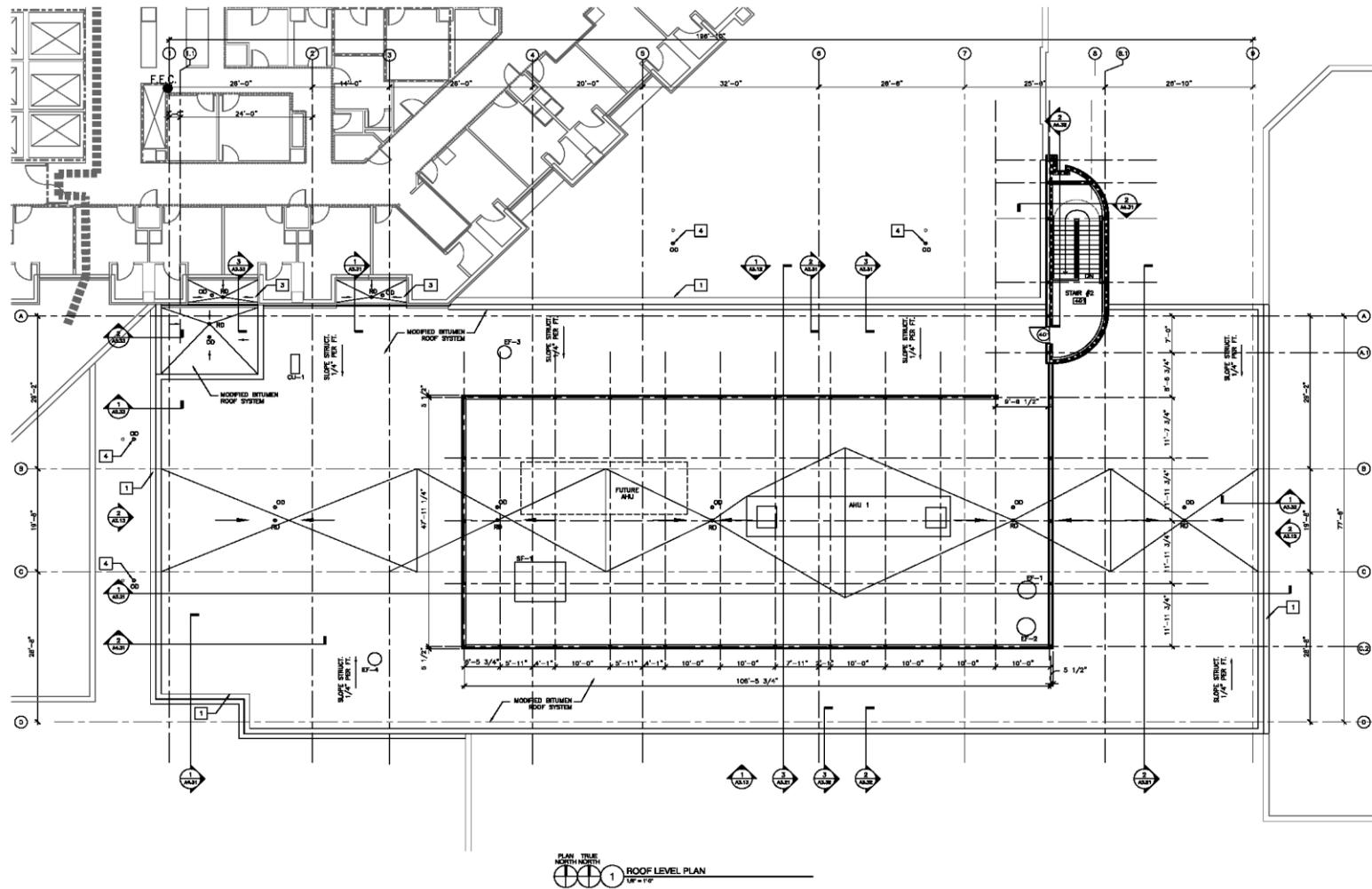
CHECKED BY
 JBL

DATE
 01/20/2010

SCALE
 AS SHOWN

STERLING BARNETT & LITTLE
 ARCHITECTS

Roof Plan



- ROOF PLAN NOTES BY SYMBOL**
- 1 ROOF, NEW EXPANSION JUMP CORNER AND FLASHING. PROVIDE / REMOVE / VERIFY EXISTING ROOFING AS REQUIRED. DETAIL: MESHING - TOP.
 - 2 ALL IN OPENING FROM OFFSET IN EXISTING BUILDING. PROVIDE / REMOVE / VERIFY EXISTING ROOFING AS REQUIRED. DETAIL: MESHING - TOP.
 - 3 ALL IN OPENING FROM OFFSET IN EXISTING BUILDING. PROVIDE / REMOVE / VERIFY EXISTING ROOFING AS REQUIRED FOR NEW ROOFING SYSTEM WITH IMPROVED WEATHERING. DETAIL: WEATHERING - TOP.
 - 4 PROVIDE / REMOVE / VERIFY EXISTING ROOFING AS REQUIRED FOR NEW ROOFING SYSTEM. DETAIL: WEATHERING - TOP.

PROJECT TEAM

ARCHITECT:
STERLING BARNETT LITTLE
INCORPORATED
TEL: 817-371-3300

CIVIL ENGINEER:
MCCOMB ENGINEERING
TEL: 817-371-3300

MECHANICAL ENGINEER:
AMSTERDAM ENGINEERING
PARTNERS, LLC
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MECHANICAL ENGINEER:
TUSKIN, CORP.
PARTNERS, LLC
TEL: 817-371-3300

MECHANICAL ENGINEER:
STERLING BARNETT LITTLE
INCORPORATED
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TECHNOLOGY:
METS
TEL: 817-371-3300

**TEXAS HEALTH HEB
ICU EXPANSION
BEDFORD, TEXAS**

817 CONSTRUCTION DOCUMENT SET - NOT FOR CONSTRUCTION

REVISIONS:

TITLE:
ROOF LEVEL PLAN

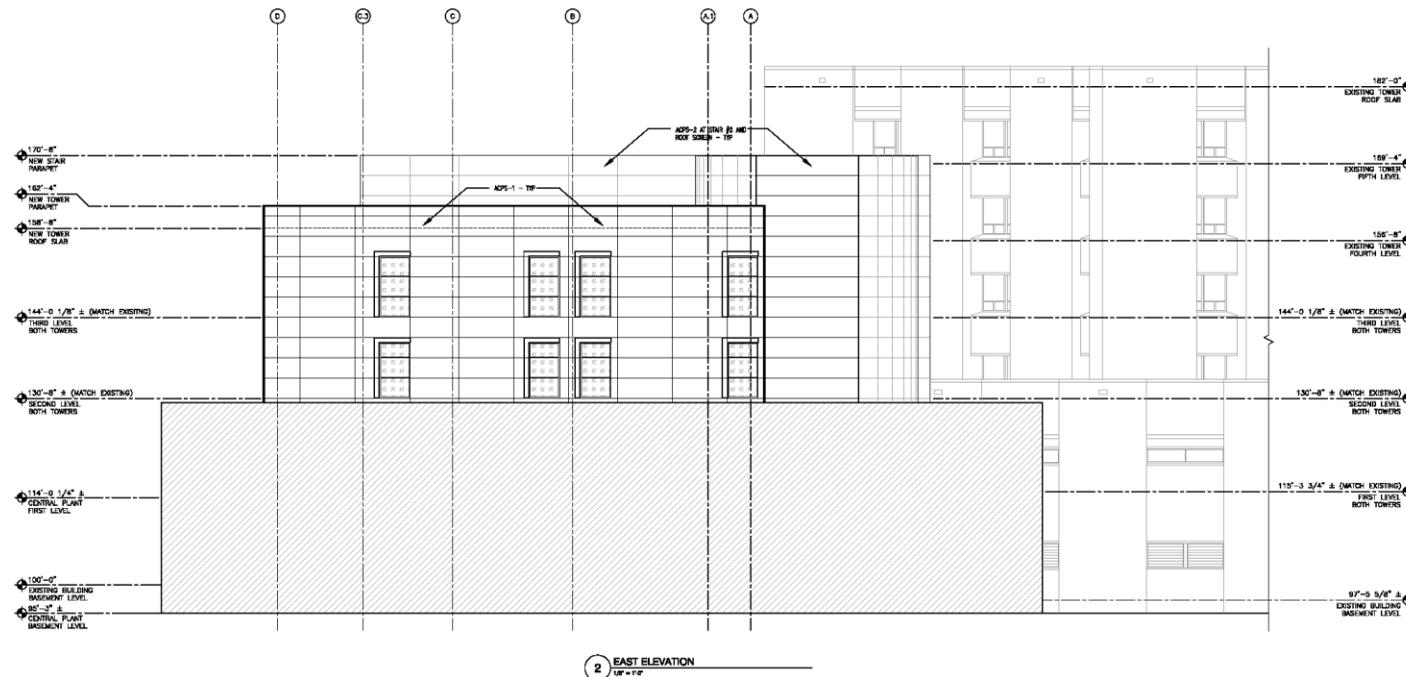
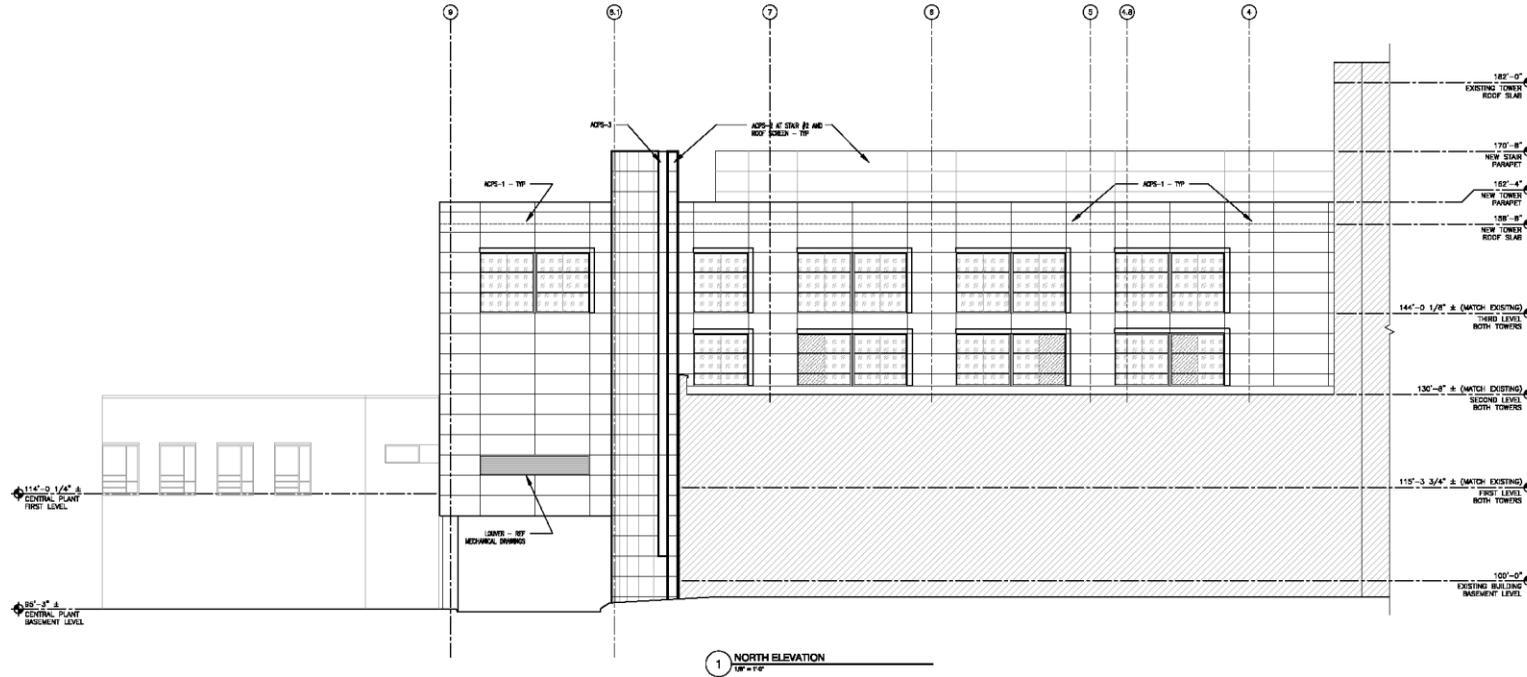
PROJECT NO.:
2020100

DESIGNER:
METS

DRAWING NO.:
A2.31

STERLING BARNETT LITTLE

Exterior Elevations - Primary



PROJECT TEAM
ARCHITECT:
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CIVIL ENGINEER:
RECONSTRUCTING ENGINEERS
 INC. (972) 792-8102
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PARTNERS, LLC
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M.P.P.:
TRUCK STOP
PARTNERS, LLC
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 FAX: (972) 744-8975
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SMI
 TEL: (972) 492-7000
TECHNOLOGY:
SMI
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 FAX: (972) 492-7000

TEXAS HEALTH HARRIS METHODIST
HOSPITAL HEB ICU EXPANSION
 BEDFORD, TEXAS
 60% CONSTRUCTION DOCUMENTS PROGRESS SET

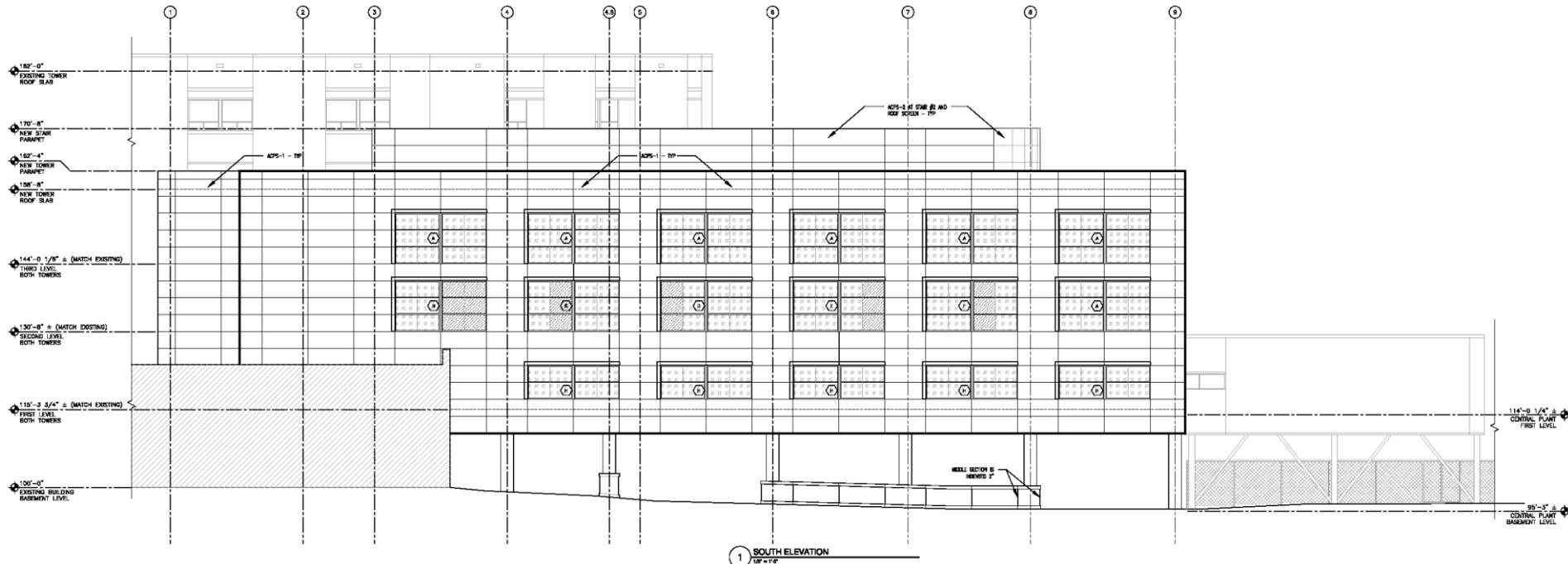
REVISIONS:

TITLE:
EXTERIOR ELEVATIONS

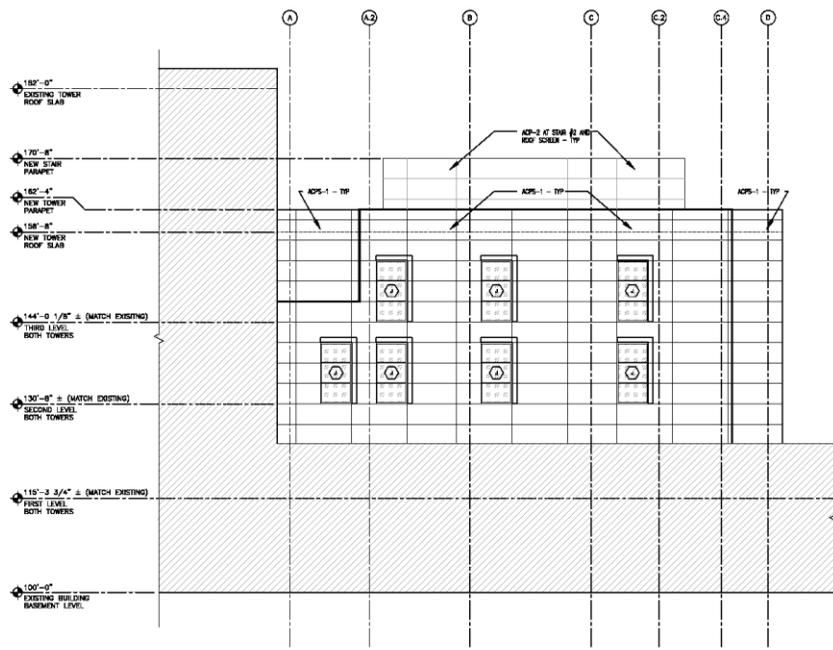
PROJECT NO:
 20180100
TEXAS STATE
PLANS
DRAWING NO:
A3.12



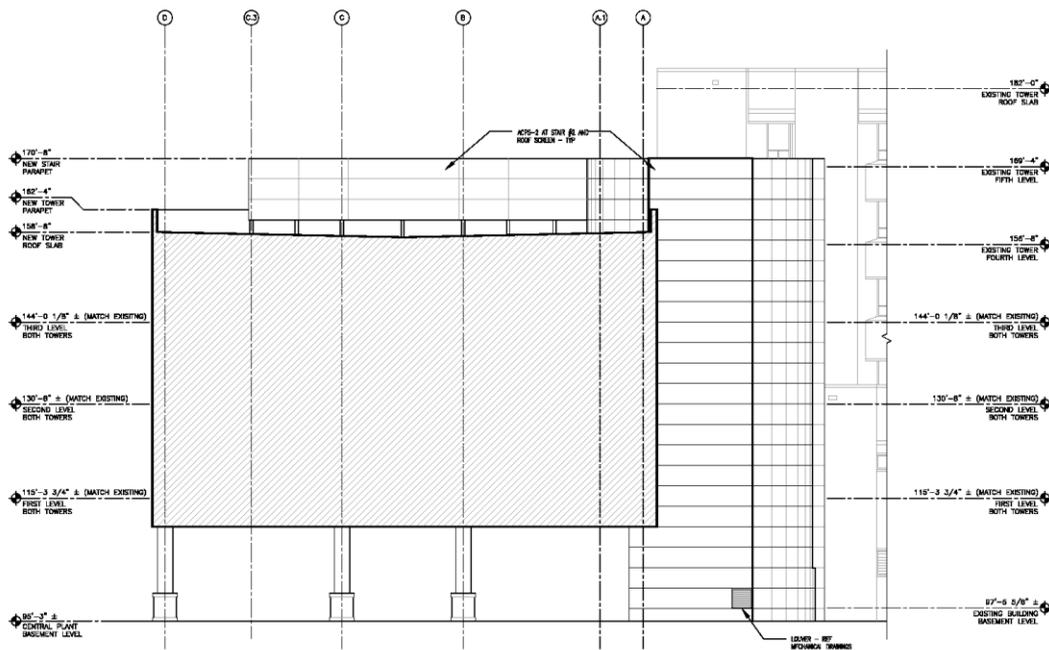
Exterior Elevations - Secondary



1 SOUTH ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"



3 EAST ELEVATION
1/8" = 1'-0"

PROJECT TEAM

ARCHITECT	STERLING BARNETT LITTLE INCORPORATED TEL: (972) 782-2100 FAX: (972) 484-1382
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STRUCTURAL	AMATECH-DOUGLAS ENGINEERING, L.L.C. TEL: (972) 257-2322
M.P.P.	TALUKOR CORP. MATERIALS, L.L.C. TEL: (972) 744-8950
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TECHNOLOGY	SMR TEL: (972) 499-7000

**TEXAS HEALTH HARRIS METHODIST
HOSPITAL HEB ICU EXPANSION**
BEDFORD, TEXAS

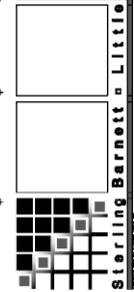
REVISITORS

TYPE
**EXTERIOR
ELEVATIONS**

PROJECT NO.
20080100

PREPARED BY
12.2.10

DRAWING NO.
A3.13



80% CONSTRUCTION DOCUMENTS PROGRESS SET

Rendering - South Elevation



Rendering – North Elevation - View from Highway Corridor



METAL PANEL EXTERIOR SELECTION CRITERIA

- **MIXED BLEND OF EXISTING BRICK THROUGH YEARS OF BUILDING ADDITIONS TO THE CAMPUS**
- **METAL PANEL USE ON CAMPUS ON PREVIOUS PROJECTS**
- **LITTLE EXPOSURE OF ICU EXPANSION FROM HIGHWAY CORRIDOR**
- **MICA COLOR TONES PROPOSED FOR METAL PANELS TO BLEND WITH MASONRY AND PROVIDE “EARTHY TONES”**
- **EXISTING MASONRY IS PROBLEMATIC ON CAMPUS AND REQUIRES MAINTENANCE AND REMEDIATION**
- **PORTIONS OF EXISTING MASONRY WILL REQUIRE REMOVAL FOR BUILDING ADDITION**
- **MASONRY CONSTRUCTION REQUIRES SIGNIFICANT BUILDING STRUCTURE TO SUPPORT ELEVATED BRICK CONFIGURATION**

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF OCTOBER 24, 2013**

DRAFT

The Planning and Zoning Commission convened in the Council Chamber at 7:00 PM and the Regular Session began.

CALL TO ORDER

Chairman Stroope called the meeting to order at 7:01 PM.

INVOCATION

Vice Chairman Reese gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

1. **Consider approval of the following Planning and Zoning Commission meeting minutes:**
 - a) **October 10, 2013**

Motion: Commissioner Carlson made a motion to approve the meeting minutes of October 10, 2013, correct as written.

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

Ayes: Commissioners Sinisi, Carlson, Hall, Pierson, Vice Chairman Reese, Chairman Stroope

Nays: None

Abstention: Commissioner Henning

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

PUBLIC HEARING

2. **Site Plan Case S-059, public hearing and consideration of a site plan for a Texas Health HEB ICU Expansion of 50,680 sq. ft. The property is zoned "S", Service Commercial and located in the Master Highway Corridor Overlay District, (MHC); the address is 1600 Hospital Parkway; and the legal description is Lot 1, Block 1, HEB Medical Center Addition. The property is generally located south of State Highway 183 and east of Hospital Parkway.**

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager, who reviewed Site Plan S-059.

Chairman Stroope recognized Rob Hudson, 1000 Ballpark Way, Arlington, Texas and Rick Scivally, 1608 Hospital Parkway, Bedford, Texas who were there to present this application.

Chairman Stroope opened the public hearing at 7:25 PM and there being no one to speak, closed the public hearing at 7:25 PM.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF OCTOBER 24, 2013**

DRAFT

The Commission discussed the application.

Motion: Commissioner Henning made a motion to approve Site Plan Case S-059.

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

Ayes: Commissioners Sinisi, Carlson, Hall, Henning, Pierson, Vice Chairman Reese

Nays: Chairman Stroope

Abstention: None

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

- 3. Zoning Ordinance Amendment Case A-031.1, public hearing and consideration of a request to amend the City of Bedford Zoning Ordinance, specifically to include a definition of a "Shopping Center", in Section 1.2.B Definitions.**

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager, who reviewed Zoning Ordinance Amendment Case A-031.1 and was there to present this application.

Chairman Stroope opened the public hearing at 7:33 PM, and there being no one to speak, closed the public hearing at 7:33 PM.

The Commission discussed the application.

Motion: Commissioner Carlson made a motion to approve Zoning Ordinance Amendment Case A-031.1

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

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

ADJOURNMENT

Chairman Stroope adjourned the Planning and Zoning Commission meeting at 7:34 PM.

**Chairman Stroope
Planning and Zoning Commission**

ATTEST:

**Yolanda Alonso
Planning and Zoning Secretary**



CITY OF
BEDFORD

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

October 31, 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 Thursday, October 31, 2013

FROM:

City of Bedford
Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" Sunday, November 3, 2013.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, November 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 ordinance to rezone a portion of Lot 1, Block 1, Bedford Meadows Addition, located at 2101 Bedford Road, Suite M, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Secondhand, Rummage & Used Furniture Stores, for a Goodwill Donation Station. The property is generally located north of Bedford Road and east of Central Drive (Z-237).

Public hearing and consideration of a resolution for a site plan for Texas Health HEB ICU Expansion of 50,680 sq. ft. The property is zoned "S", Service Commercial and located in the Master Highway Corridor Overlay District, (MHC); the address is 1600 Hospital Parkway; and the legal description is Lot 1, Block 1, HEB Medical Center Addition. The property is generally located south of State Highway 183 and east of Hospital Parkway (S-059).

Public hearing and consideration of an ordinance to amend the City of Bedford Zoning Ordinance, specifically to include a definition of a "Shopping Center", in Section 1.2.B Definitions (A-031.1).

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

Alonso, Yolanda

From: Lopez, Christine [clopez@star-telegram.com]
Sent: Thursday, October 31, 2013 10:16 AM
To: Alonso, Yolanda
Subject: Re: Legal Notice Ad CC 112613 A031.1 S059 Z237

Got it

Sheri Holland for

Christine Lopez
Legal Representative
Fort Worth Star-Telegram
Phone: 817 - 390 -7522

Star-Telegram Media Services & DFW Online Network
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On Thu, Oct 31, 2013 at 9:52 AM, Alonso, Yolanda <Yolanda.Alonso@bedfordtx.gov> wrote:

Good Morning Christine,

Please publish the attached ad in the November 3, 2013, "Legal Notices" section of the newspaper.

Thank you.

--
Yolanda Alonso
Planning and Zoning Coordinator
City of Bedford
2000 Forest Ridge Drive, Bedford, Texas 76021
Office: [817-952-2137](tel:817-952-2137) | Fax: [817-952-2210](tel:817-952-2210) | Yolanda.Alonso@bedfordtx.gov



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



Council Agenda Background

PRESENTER: William Syblon, Development Director Brad Lonberger, Gateway Planning Jim Tharp, Oxley Williams Tharp		DATE: 11/26/13
Council Mission Area: Be responsive to the needs of the community.		
ITEM: Consider a resolution authorizing the City Manager to enter into a contract with Gateway Planning in the amount of \$29,980 to develop regulating standards for the Central Bedford Development Zone. City Attorney Review: N/A City Manager Review: _____		
DISCUSSION: The idea of a Central Bedford Development Zone (CBDZ) was initiated by the City Council to create a vision and action plan for the development of the area surrounding City Hall. The intent of the vision is to serve as an action plan to promote Bedford, guide future development decisions, and encourage economic activity with a set of short and long term strategic actions. The vision is based on extensive input from the public and a stakeholder committee consisting of council members, city staff, and local business leaders. One of the initial steps in the set of goals is to develop regulating standards for the CBDZ. These standards would include but not be limited to the following: Architectural elements <ul style="list-style-type: none">• Appearance and composition of buildings, paving, and street treatments Site standards <ul style="list-style-type: none">• Landscaping, lighting, common areas, aesthetics etc. Utilities <ul style="list-style-type: none">• Drainage, infrastructure, access, communication, and traffic circulation Staff met with four firms to discuss the development of the CBDZ regulating standards. Of those firms, the Gateway Planning team submitted the most cost effective proposal that fit the needs of the regulating standard process.		
RECOMMENDATION: Staff recommends the following motion: Approval of a resolution authorizing the City Manager to enter into a contract with Gateway Planning in the amount of \$29,980 to develop regulating standards for the Central Bedford Development Zone.		
FISCAL IMPACT: Approved expenditure for FY 2013/2014 \$29,980	ATTACHMENTS: Resolution Proposal	

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GATEWAY PLANNING IN THE AMOUNT OF \$29,980 TO DEVELOP REGULATING STANDARDS FOR THE CENTRAL BEDFORD DEVELOPMENT ZONE.

WHEREAS, the City Council of Bedford, Texas has deemed economic development to be a top priority; and,

WHEREAS, the City Council of Bedford, Texas has adopted a vision to develop the Central Bedford Development Zone that will serve as a catalyst for economic growth; and,

WHEREAS, the Central Bedford Design Standards reflect the Central Bedford Development Zone vision.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a contract with Gateway Planning to develop regulating standards for the Central Bedford Development Zone

PRESENTED AND PASSED this 26th day of November 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

November 20, 2013

To: Bill Syblon

Dear Mr. Syblon:

The Gateway Planning Team is pleased to submit our proposal to implement Central Bedford's vision for high quality, unique development that creates a thriving heart of the community through appropriate zoning tools. The focus of this initiative will be to leverage on redevelopment opportunities and city investment already in place by creating a predictable development environment that attract new investment in a mix of uses and regional destinations. Such development standards need to reflect Bedford's culture, character and values in addition to creating economic redevelopment momentum that refocuses Central Bedford as a center for community life and commerce.

Based on our discussions and our understanding of the local context, we are proposing a scope and fee (attached) that best fits Bedford's immediate needs with regards to the zoning tools needed to implement the vision for Central Bedford.

We would like to thank you for the opportunity to submit this proposal for planning services for this initiative. We would be happy to discuss our proposal at your convenience and are ready to proceed immediately with all necessary resources to meet your overall schedule.

Sincerely,



Brad Lonberger

ABOUT THE GATEWAY PLANNING TEAM

Gateway Planning Group is a town planning firm that facilitates economic development through placemaking. Gateway Planning combines the disciplines of town planning, urban design, public-private finance and community facilitation, focusing first and foremost on implementation. **By focusing on implementation, Gateway Planning is known for its results.**

Gateway Planning works with local governments, transit authorities, universities, state agencies and developers to harness growth and redevelopment into mixed-use pedestrian-friendly neighborhoods. Our firm has developed master plans and public-private funding strategies for universities, walkable mixed use master planned communities and downtowns. We complement our plans with form-based codes and transportation strategies that harness the market's ability to sustain growth. Award winning, Gateway Planning's work has been featured in *Urban Land*, the magazine of the Urban Land Institute (ULI), and in *Planning*, the magazine of the American Planning Association.

Gateway Planning has assembled a team tailored for Bedford. Jay Narayana, AICP, CNU-A, Principal of Livable Plans and Codes will be the coding lead for the development of appropriate zoning tools. Ms. Narayana has worked with Gateway Planning Group over the last 7 years on various planning and coding initiatives with specific expertise in form-based coding. With Gateway Planning, she has led the coding efforts on over a dozen form-based codes in Austin, Hutto, North Richland Hills, Richardson, Fort Worth, Rockport, McKinney, South Padre Island, Park City Utah, and Owensboro, Kentucky. Prior to her private sector experience, Ms. Narayana worked at various local governments in the States of Texas, Kentucky, and North Carolina including most recently with the City of Southlake, Texas from 2001 through 2007.

Oxley Williams Tharp Architects will support our coding efforts by providing specific site and building design expertise. Jim Tharp with Oxley Williams Tharp Architects will bring his background in municipal, retail and mixed-use design along with his "Hometown Bedford" perspective.

Central Bedford Zoning Implementation – Proposed Scope of Work

<i>Task</i>	<i>Schedule</i>	<i>Fee</i>
Phase 1A - Preliminary Assessment	Jan - Feb 2014	
Kick off meeting with city staff to review background information, project scope, deliverables and schedule		\$ 1,240
Preliminary assessment of prior plans and existing zoning and delineation of preliminary boundary for zoning amendments/overlay		\$ 1,680
Joint worksession w/ P&Z and Council to review preliminary assessment and obtain input on development regulations and design priorities		\$ 1,540
Phase 1B - Code Framework	Feb - March 2014	
Refine design concepts from the vision documents at key prioritized locations to inform the requirements for development and design standards		\$ 4,160
Develop an outline/ framework for proposed zoning changes including area, sub-districts (if any), key regulatory elements to be included, and review process		\$ 2,190
Present code framework to joint work session of P&Z and Council and obtain feedback and input		\$ 1,240
Phase 2 - Code development	March - April 2014	
Develop a preliminary draft of the zoning amendments (text and graphics) per the zoning framework approved by P&Z and Council and review draft zoning standards with staff (includes one round of refinements)		\$ 12,930
Present draft zoning amendments to worksession of P&Z and Council and obtain feedback and input		\$ 1,240
Phase 3 - Support Adoption	May 2014 and beyond	
One public open house/meeting to present draft zoning amendments		\$ 940
1 (one) formal adoption meeting with P&Z (includes Public Hearing) (additional P&Z meetings to be hourly*)		\$ 940
1 (one) Council work session on proposed code amendments (additional CC meetings to be hourly*)		\$ 940
1 (one) formal adoption meeting with City Council (includes Public Hearing) (additional CC meetings to be hourly*)		\$ 940
Total		\$ 29,980

*Hourly tasks shall be charged at the following rates:

Gateway Planning Group (Principals/Senior Associates): \$200

Livable Plans and Codes (Principals): \$135

Oxley Williams Tharp Architects (Principals): \$150



Council Agenda Background

PRESENTER: Kelli Agan, Technical Services Manager

DATE: 11/26/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Fort Worth, Arlington, Haltom City, Hurst, North Richland Hills and the County of Tarrant, Texas for the Fiscal Year 2013 Byrne Justice Assistance Grant (JAG) Formula Program Award.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In July 2013, the Police Department along with the cities of Fort Worth, Arlington, Haltom City, Hurst, North Richland Hills and the County of Tarrant made application for the Fiscal Year 2013 Byrne Justice Assistance Grant (JAG) Formula Program Award.

Through this grant, the Police Department will be seeking to purchase 14 ballistic shields. 11 small hand-held shields will be placed into patrol units and three large hand-held shields will be placed in each of the patrol supervisor units. The shields will enhance officer safety by providing a supplementary layer of ballistic protection (in addition to ballistic vests) for high risk situations.

The grant requires all cities within Tarrant County to seek funding under one application. The City of Fort Worth has assumed the role of fiscal agent and therefore will be considered the award 'recipient' with all the other entities, including the City of Bedford, being a 'subrecipient.' The City of Fort Worth will facilitate and manage the grant throughout the life of the grant as required by the grant award contract.

Since the County is considered disparate, all cities participating in the Fiscal Year 2013 Byrne Justice Assistance Grant must provide Tarrant County with 16% of the award allocation per grant guidelines. The grant allocates \$14,435 to the City of Bedford, of which \$2,310 will be reallocated to Tarrant County, leaving a funding balance of \$12,125.

This MOU is the first of two MOUs required by the grant. This MOU outlines the parties, 16% funding to Tarrant County, subrecipient award amounts and other grant provisions as required by the grant. The second MOU will be forthcoming to award the grant contract and outline the provisions contained within the award document.

The Fiscal Year 2013 Byrne Justice Assistance Grant (JAG) Program Award funding does not require a cash match from the City of Bedford.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Fort Worth, Arlington, Haltom City, Hurst, North Richland Hills and the County of Tarrant, Texas for the Fiscal Year 2013 Byrne Justice Assistance Grant (JAG) Formula Program Award.

FISCAL IMPACT:

Fiscal Year 2013 Byrne Justice Assistance Grant has allocated \$14,435 to the City of Bedford, of which \$2,310 will be reallocated to Tarrant County, leaving a funding balance of \$12,125.

ATTACHMENTS:

Resolution
Memorandum of Understanding

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF BEDFORD AND THE CITIES OF FORT WORTH, ARLINGTON, HALTOM CITY, HURST, NORTH RICHLAND HILLS AND THE COUNTY OF TARRANT, TEXAS FOR THE FISCAL YEAR 2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) FORMULA PROGRAM AWARD.

WHEREAS, the City Council of Bedford, Texas finds that the grant funds to be requested will benefit the City; and,

WHEREAS, the City Council of Bedford, Texas acknowledges the City of Fort Worth as the fiscal agent and distributor of all Fiscal Year 2013 Byrne Justice Assistance Grant (JAG) Formula Program Award funds between the cooperating parties; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that 16% of the Fiscal Year 2013 Byrne Justice Assistance Grant (JAG) will be provided to Tarrant County per grant guidelines.

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

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

SECTION 2. That the City Council of Bedford, Texas, authorizes the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Fort Worth, Arlington, Haltom City, Hurst, North Richland Hills and the County of Tarrant, Texas for the Fiscal Year 2013 Byrne Justice Assistance Grant (JAG) Formula Program Award.

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

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

CITY SECRETARY CONTRACT NO. _____

THE STATE OF TEXAS

COUNTIES OF TARRANT,
DENTON AND WISE

KNOW ALL BY THESE PRESENT

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITIES OF FORT WORTH, ARLINGTON,
BEDFORD, HALTOM CITY, HURST, NORTH RICHLAND HILLS,
AND COUNTY OF TARRANT, TEXAS**

FY 2013 BYRNE JUSTICE ASSISTANCE GRANT (JAG) FORMULA PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____ 2013, by and between the COUNTY of TARRANT, acting by and through its duly authorized representative, hereinafter referred to as COUNTY, the CITY of FORT WORTH, acting by and through its duly authorized representative, hereinafter referred to as CITY, and the Cities of Arlington, Bedford, Haltom City, Hurst, North Richland Hills, acting by and through their duly authorized representatives, and hereinafter collectively referred to as SUBRECIPIENT, located entirely within the State of Texas, witnesseth:

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, under the FY 2013 Byrne Justice Assistance Grant (JAG), the Department of Justice (DOJ) has awarded a total of \$541,082 to be distributed to the parties to this Agreement; and

WHEREAS, the CITY has agreed to serve as the fiscal agent for the FY 2013: BYRNE JUSTICE ASSISTANCE GRANT (JAG), and distribute all such funds between the cooperating parties; and

WHEREAS, the CITY agrees to provide the COUNTY \$53,129 a portion from the FY 2013 JAG award; SUBRECIPIENTS:

ARLINGTON agrees to provide the COUNTY \$24,834 from the JAG award,

BEDFORD agrees to provide the COUNTY \$2,310 from the JAG award,

HALTOM CITY agrees to provide the COUNTY \$1,746,

HURST agrees to provide the COUNTY \$2,168 from the JAG award,

NORTH RICHLAND HILLS agrees to provide the COUNTY \$2,387 from the JAG award,

WHEREAS, the CITY, SUBRECIPIENTS and COUNTY believe it to be in their best interests to reallocate the FY 2013 JAG funds as set forth herein.

NOW THEREFORE, the COUNTY and CITY, and SUBRECIPIENTS agree as follows:

Section 1.

CITY agrees to reimburse the COUNTY a total of \$86,574 of JAG funds.

CITY agrees to reimburse SUBRECIPIENT ARLINGTON a total of \$130,379 of JAG funds.

CITY agrees to reimburse SUBRECIPIENT BEDFORD a total of \$12,125 of JAG funds.

CITY agrees to reimburse SUBRECIPIENT HALTOM CITY a total of \$9,169 of JAG funds.

CITY agrees to reimburse SUBRECIPIENT HURST a total of \$11,381 of JAG funds.

CITY agrees to reimburse SUBRECIPIENT NORTH RICHLAND HILLS a total of \$12,529 of JAG funds.

Memorandum of Understanding between the Cities of Fort Worth, Arlington, Bedford, Haltom City, Hurst, North Richland Hills, and the County of Tarrant, Texas

Section 2.

The above parties agree to utilize their jurisdiction's individual award as outlined in a separate Memorandum of Understanding between the City of Fort Worth and the individual municipality or county.

Section 3.

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

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

Section 5.

This Agreement creates no rights in any third party.

Section 6.

As to each individual party, this agreement incorporates by reference the terms and conditions contained in the following three additional documents, as if set forth at length herein: (1) the Memorandum of Understanding between the City of Fort Worth and the individual municipality or county; (2) the applicable Grant Award Agreement; and (3) the individual municipality's budget submitted in connection with this grant award. With the exception of those aforementioned agreements and/or documents, this agreement contains all commitments and agreements of the parties, and no oral or written commitments have any force or effect to alter any term or condition of this agreement, unless in writing and signed by authorized representatives of all parties.

The signature lines for each subrecipient are being executed on individual pages and are attached as part of the agreement.

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

CITY OF FORT WORTH, TEXAS

ATTEST:

By: _____
Charles W. Daniels
Assistant City Manager

City Secretary

Date: _____

Date: _____

Contract No.: _____

M&C No.: _____

APPROVAL RECOMMENDED:

Jeffrey W. Halstead
Chief of Police

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Jessica Sangsvang
Assistant City Attorney

Date: _____

COUNTY OF TARRANT, TEXAS

By: _____
B. Glen Whitley
County Judge

APPROVED AS TO FORM:

By: _____
District Attorney's Office

CITY OF ARLINGTON, TEXAS

By: _____

Theron Bowman
Deputy City Manager

CITY OF BEDFORD, TEXAS

By: _____

Beverly Griffith
City Manager

CITY OF HALTOM CITY, TEXAS

By: _____

Thomas J. Muir
City Manager

CITY OF HURST, TEXAS

By: _____

W. Allan Weegar
City Manager

CITY OF NORTH RICHLAND HILLS, TEXAS

By: _____

Mark Hindman
City Manager



Council Agenda Background

PRESENTER: Clifford Blackwell, CGFO
Director of Administrative Services

DATE: 11/26/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into an assignment of contract with DataProse, LLC for utility bill production and mailing services.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In June 2001, the City of Bedford entered into a five year contract for utility bill production and mailing services with DataProse, LLC. The contract allowed staff to submit an electronic billing file to DataProse, who would print, fold, insert and mail out utility bills to customers. The cost of printing the bills was \$0.19 per item, which would total \$2,660 per month for a maximum of 14,000 bills. In addition, the City paid separate fees for inserts and mail-outs. At the end of the term, this contract would automatically renew each year, unless it was terminated by either party upon 90 days written notice.

In October 2007, both parties amended the contract to include "NetBill", an on-line bill presentment and collection package for Bedford customers. This package allows customers the opportunity to search and view their bills on-line and make a payment. There is a maintenance fee for this service that equates to \$400 per month. In addition, there is a \$0.01 fee per bill to search and view on-line. Should a customer use his/her credit card to pay on-line, the City pays a fee of \$0.35 per on-line transaction. Overall, the City of Bedford pays an average of \$10,727 per month for all the combined services.

During Fiscal Year 2010, DataProse was acquired by a company named CSG Systems, Inc. from Englewood, Colorado. CSG offered a new production agreement to the City with a rate of \$0.17 per bill, but the language in the production agreement did not allow the City an opportunity to end the contract with no cause without paying "liquidated damages." Bedford's city attorney was not satisfied with the language of the proposed CSG agreement, so the City elected to maintain the same contract terms the City had with DataProse. The fees remained the same for all services.

In August 2012, the City of Plano submitted an RFP (Request For Proposal, Bid No. 2012-264-C) for utility bill printing, mailing and offset printing services, and by December 2012, the Plano City Council approved the bid award to CSG Systems. Since that time, CSG has sold its utility billing rights back to DataProse (formerly DP2 Billing Solutions LLC). Therefore, DataProse has acquired the City of Plano's account from CSG Systems, effective July 1, 2013, and assumes all contractual obligations under the original contract. Moreover, the Plano City Council then approved an assignment agreement with DataProse in August 2013. There is a blanket inter-local purchasing agreement between the City of Bedford and the City of Plano that has been in place since April of 2002. This gives the City of Bedford the opportunity to piggy-back off contracts the City of Plano holds that would be in the best interest of the city.

The City of Bedford has outsourced this portion of utility billing services for 13 years. During that time, it has paid \$0.19 per bill each month. In surveying surrounding cities, staff was able to discover the following cities' rates per bill:

- Watauga \$0.19

- N. Richland Hills \$0.125
- Flower Mound \$0.0919
- Burleson \$0.09
- Plano \$0.072

The Cities of Hurst and Euless both perform this function using their own departmental staff.

Currently, the City of Bedford has \$60,000 budgeted for utility bill printing/inserting services. In addition, it has \$63,341 budgeted for postage in order to send out the bills. Should the City consider this assignment agreement, the City could save approximately \$1,652 per month (\$0.19 less \$0.072 times 14,000 = \$1,652 savings). This could amount to \$19,824 over 12 months.

Since Plano submitted a bid for these services, staff feels the City of Bedford would not fair much better than the \$0.072 rate the City of Plano pays, should it decide to submit a bid as well. Therefore, staff is recommending the City Council authorize the City Manager to piggy-back off of the City of Plano's assignment agreement for utility bill production and mailing services.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an assignment of contract with DataProse, LLC for utility bill production and mailing services.

FISCAL IMPACT:

Budget FY 13/14:	\$123,341
Actual Amount:	\$104,517
Variance:	\$19,824

ATTACHMENTS:

Resolution
DataProse Assignment Agreement
Exhibits A, B, C, & D (Plano Supporting Docs)

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ASSIGNMENT OF CONTRACT WITH DATAPROSE, LLC FOR UTILITY BILL PRODUCTION AND MAILING SERVICES.

WHEREAS, DataProse, LLC has reviewed the contract and agrees to perform pursuant to the terms and conditions of the same; and,

WHEREAS, Section 271.101, Local Government Code, allows local governments to participate in cooperative purchasing programs which allows the local governments to purchase from a contract currently existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and,

WHEREAS, an Interlocal Cooperative Purchasing Agreement is made by and between the City of Plano, Texas and the City of Bedford, Texas dated April 9, 2002; and,

WHEREAS, the City of Plano currently has a contract for products and/or services, and the City of Bedford has a need for the same and desires to enter into a Cooperative Purchasing Agreement with the City of Plano pursuant to Chapter 271.101, Local Government Code.

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

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

SECTION 2. That the City does hereby authorize the City Manager to enter into an assignment contract with DataProse, LLC for utility billing services for a period of 12 months commencing upon the effective date hereof, with three optional 12 month periods.

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

PRESENTED AND PASSED this 26th day of November 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

**ASSIGNMENT OF CONTRACT BY AND BETWEEN
CITY OF BEDFORD, TEXAS AND
DATAPROSE, LLC BID NO. 2012-264-C**

THIS **ASSIGNMENT AGREEMENT** (hereafter "Assignment") is made and entered into by **DATAPROSE LLC**, a Texas limited liability company, and the **CITY OF BEDFORD, TEXAS** a home-rule municipal corporation, acting by and through its City Manager or her designee.

WITNESSETH:

WHEREAS, CSG Systems, Incorporated ("CSG") entered into a contract with the City of Plano, Texas ("City") dated February 21, 2013, a copy of which is attached hereto as Exhibit "A" (contract); and,

WHEREAS, CSG assets, including the City of Plano contract, were recently acquired by DataProse LLC ("DataProse") and CSG wishes to assign its existing contract with the City of Plano to DataProse; and,

WHEREAS, DataProse has reviewed the contract and agrees to perform pursuant to the terms and conditions of the same; and,

WHEREAS, an Interlocal Cooperative Purchasing Agreement is made by and between the City of Plano, Texas and the City of Bedford, Texas dated April 9, 2002; and,

WHEREAS, Section 271.101, Local Government Code, allows local governments to participate in cooperative purchasing programs which allows the local governments to purchase from a contract currently existing between another local government and a vendor and such process satisfies the state law competitive bid requirements; and,

WHEREAS, the City of Plano currently has a contract for products and/or services, and the City of Bedford has a need for the same and desires to enter into a Cooperative Purchasing Agreement with the City of Plano pursuant to Chapter 271.101, Local Government Code; and,

NOW, THEREFORE, DataProse agrees to accept the assignment and agrees to be bound by all the terms and conditions of the original contract supplemented by the information provided below:

**I.
NO DEFAULT BY CITY**

DataProse agrees that there are no defaults by the City of Bedford and that there are no outstanding monies owed to it under this assignment and contract.

**II.
NOTICES**

All notices to the City and DataProse shall be sent at the addresses set forth below:

If to the City:
City of Bedford, Texas
Attn: Administrative Services Director
2000 Forest Ridge Drive
Bedford, Texas 76021

If to DataProse :

DataProse
Attn: C.O.O.
1122 W. Bethel Rd.
Coppell, TX 75019

**III.
INSURANCE AND CERTIFICATES OF INSURANCE**

DataProse shall procure and maintain for the duration of the contract insurance coverage as set forth in the insurance requirements marked Exhibit "A" attached hereto and incorporated herein by reference. DataProse's Certificate of Insurance and applicable endorsement shall be made part of Exhibit "A".

**IV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

DataProse acknowledges and represents it is aware of all applicable laws, City Charter and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. DataProse has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "A".

**V.
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this assignment on behalf of the parties hereto.

IN WITNESS WHEREOF, this assignment agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

	DATAPROSE
Date: _____	By: _____
	Name: Curtis Nelson Title: C.O.O.

	CITY OF BEDFORD, TEXAS
Date: _____	By: _____
	Name: Beverly Griffith Title: CITY MANAGER

APPROVED AS TO FORM:

Stan Lowry, CITY ATTORNEY

**ASSIGNMENT OF CONTRACT BY AND BETWEEN
CITY OF PLANO AND
DP2 BILLING SOLUTIONS, LLC D/B/A DATAPROSE
BID NO. 2012-264-C**

THIS ASSIGNMENT AGREEMENT (hereinafter "Assignment") is made and entered into by **DP2 BILLING SOLUTIONS, LLC D/B/A DATAPROSE**, a Texas limited liability company, and the **CITY OF PLANO, TEXAS** a home-rule municipal corporation, acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, CSG Systems, Incorporated ("CSG") entered into a Contract with the City of Plano, Texas ("City") dated February 21, 2013, a copy of which is attached hereto as Exhibit "A" ("Contract"); and

WHEREAS, CSG assets, including the City contract, were recently acquired by DP2 Billing Solutions, LLC D/B/A DataProse ("DP2") and CSG wishes to assign its existing Contract with the City to DP2; and

WHEREAS, DP2 has reviewed the Contract and agrees to perform pursuant to the terms and conditions of the same; and

NOW, THEREFORE, DP2 agrees to accept the assignment and agrees to be bound by all the terms and conditions of the original Contract supplemented by the information provided below:

**I.
NO DEFAULT BY CITY**

DP2 agrees that there are no defaults by the City of Plano and that there are no outstanding monies owed to it under this Assignment and Contract.

**II.
NOTICES**

All notices to the City, CSG and DP2 shall be sent at the addresses set forth below:

If to the City:
City of Plano, Texas
Customer & Utility Services
Attn: Stephanie Foster
P.O. Box 860358
Plano, Texas 75086-0358

If to CSG:
CSG Systems, Incorporated
Attn: Walt Nichols, Counsel
9555 Maroon Circle
Englewood, CO 80112

If to DP2:
DP2 Billing Solutions, LLC D/B/A DataProse
Attn: Curtis Nelson, C.O.O.
1122 W. Bethel Rd., Suite 100
Coppell, TX 75019

III.
INSURANCE AND CERTIFICATES OF INSURANCE

DP2 shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked Exhibit "B" attached hereto and incorporated herein by reference. DP2's Certificate of Insurance and applicable Endorsement shall be made part of Exhibit "B".

IV.
AFFIDAVIT OF NO PROHIBITED INTEREST

DP2 acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. DP2 has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C".

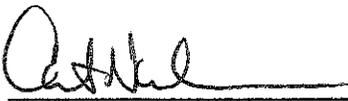
V.
AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Assignment on behalf of the parties hereto.

IN WITNESS WHEREOF, this Assignment Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

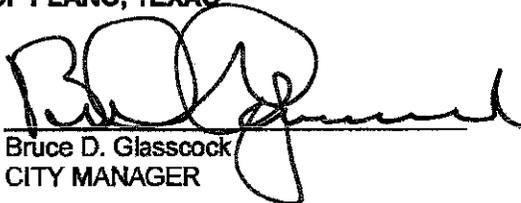
**DP2 BILLING SOLUTIONS, LLC D/B/A
DATAPROSE**

Date: 7/29/13

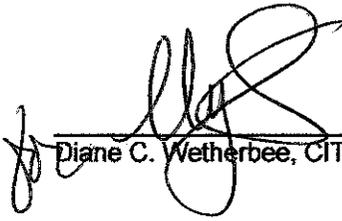
By: 
Name: Curtis Nelson
Title: C.O.O.

CITY OF PLANO, TEXAS

Date: 08/13/13

By: 
Bruce D. Glasscock
CITY MANAGER

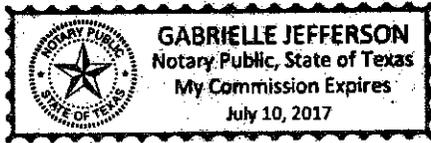
APPROVED AS TO FORM:


Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF Dallas §

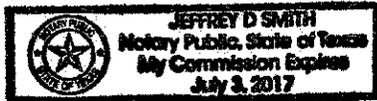
This instrument was acknowledged before me on the 29th day of July, 2013 by CURTIS NELSON, C.O.O. of DP2 BILLING SOLUTIONS, LLC D/B/A DATAPROSE, a Texas limited liability company, on behalf of said limited liability company.

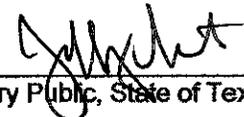



Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 13 day of August, 2013 by BRUCE D. GLASSCOCK, City Manager of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.




Notary Public, State of Texas

**CONTRACT BY AND BETWEEN
CITY OF PLANO, TEXAS AND
CSG SYSTEMS, INCORPORATED
BID NO. 2012-264-C**

THIS CONTRACT is made and entered into by and between **CSG SYSTEMS, INCORPORATED**, a Delaware corporation, whose address is 1122 W. Bethel Rd., Suite 100, Coppell, TX 75019, hereinafter referred to as "Contractor", and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "City", to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials, and equipment necessary for utility bill printing, mailing and offset printing services. These products and services shall be provided in accordance with the Specifications for utility bill printing, mailing and offset printing services, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**, and the Contractor's Bid in response thereto, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "B"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Specifications for utility bill printing, mailing and offset printing services except as to the advertised term of the contract (**Exhibit "A"**);
- (b) Contractor's Bid (**Exhibit "B"**);
- (c) Insurance Requirements (**Exhibit "C"**); and
- (d) Affidavit of No Prohibited Interest (**Exhibit "D"**).

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

**II.
TERM OF CONTRACT**

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof. The parties may mutually agree to extend the term hereof by three (3) additional twelve (12) month periods, City shall give written notice to Contractor of City's request to extend the term hereof, such notice to be given not more than ninety (90) days

prior to the expiration of the then current term. If the parties do not mutually agree to an extension prior to the expiration of the current term, the parties shall mutually agree on the effective date of termination of this Contract, but in no event will the effective date of termination be later than six (6) months after the date of Contractor's rejection hereunder.

III. WARRANTY

Contractor warrants and covenants to City that all goods and services provided by Contractor, Contractor's subcontractors, and agents under the Agreement shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the specifications for said goods and services as set forth in this Agreement and the Bid Specifications attached hereto and incorporated herein as Exhibit "A". Contractor warrants that the goods and services provided to City under this Agreement shall be free from defects in material and workmanship, for a period of one (1) year commencing on the date that City issues final written acceptance of the project.

IV. PAYMENT

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total annual compensation under this contract shall not exceed the sum of **ONE HUNDRED FIFTY EIGHT THOUSAND SEVEN HUNDRED SIXTY AND 87/100 DOLLARS (\$158,760.87)**.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph VII. **INDEMNIFICATION** and paragraph VIII. **COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

**VI.
LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

**VII.
INDEMNIFICATION**

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THE CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THE CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR, AT ITS OWN EXPENSE, IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE

COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PART. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, CITY'S USE OF PRODUCTS THAT ARE PROVIDED, SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR.

OTHER THAN CLAIMS FOR INTELLECTUAL PROPERTY INFRINGEMENT OR CONFIDENTIALITY, CONTRACTOR'S INDEMNIFICATION OBLIGATION SHALL NOT INCLUDE BREACH OF CONTRACT CLAIMS BROUGHT BY THE CITY.

VIII. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Contractor or the work, and SHALL INDEMNIFY AND SAVE HARMLESS CITY AGAINST ANY CLAIM RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.
VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

**X.
ASSIGNMENT**

The Contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the Purchasing Division. Notwithstanding the above, if the contractor sells, assigns, transfers or conveys this contract in whole, or part, without the City's consent, then the City may terminate this contract for convenience as described in the section entitled "Annual Contract Verbiage."

**XI.
INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XII.
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked Exhibit "C" attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XIII.
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XIV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "D".

**XV.
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVI.
TERMINATION**

City may, at its option, without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XVII.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XVIII.
CONTRACT INTERPRETATION**

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

**XIX.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

XX.
AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

XXI.
HEADINGS

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXII.
EFFECTIVE DATE

This Contract shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

Reviewed
by
cc *WSP*
2/19/13
LEGAL DEPARTMENT

CSG SYSTEMS, INCORPORATED

By: *Peter E. Kahn*
Name: Peter E. Kahn
Title: President & CEO

Date: 2/19/13

CITY OF PLANO, TEXAS

By: *Bruce D. Glasscock*
Bruce D. Glasscock
CITY MANAGER

Date: 02/21/13

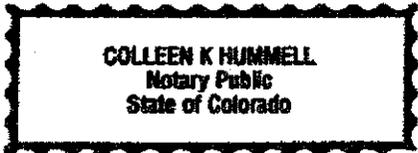
APPROVED AS TO FORM

Diane C. Wetherbee
Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

COLORADO
STATE OF TEXAS §
COUNTY OF Douglas §

This instrument was acknowledged before me on the 14th day of February, 2013 by Peter E Kalar, (Authorized representative) President/CEO (Title) of CSG SYSTEMS, INCORPORATED, a Delaware corporation, on behalf of said corporation.

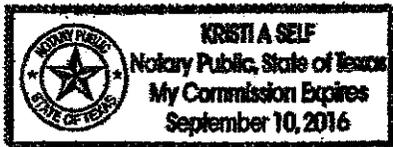


Colleen K Hummell
Notary Public, State of Texas Colorado

My commission expires: July 8, 2015

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 21 day of February, 2013 by BRUCE D. GLASSCOCK, City Manager of the CITY OF PLANO, TEXAS, a home rule municipal corporation, on behalf of said corporation.



Kristi A Self
Notary Public, State of Texas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURICA 2301 West Plano Parkway Suite 108 Plano TX 75075-8428	CONTACT NAME: Brett Atwell PHONE (A/C No. Ext): (469) 443-3488 E-MAIL ADDRESS: batwell@INSURICA.com	FAX (A/C No.): (469) 443-3977
	INSURER(S) AFFORDING COVERAGE	
INSURED DP2 Billing Solutions, Inc DATAprose 1603 Hart St Southlake TX 76092	INSURER A National Fire Ins. Co. of 20478	
	INSURER B Continental Casualty Company 20443	
	INSURER C Continental Insurance Company 35289	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 12-13 Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		4031209640	12/1/2012	12/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		5092174977	6/12/2013	12/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4031209833	12/1/2012	12/1/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						
C	Network Cyber Liability		4031209704	12/1/2012	12/1/2013	WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Limit 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)
Certificate holder is included as an additional insured.

CERTIFICATE HOLDER

City of Plano
 Risk Management Division
 7501 A Independent Parkway
 Plano, TX 75025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Haselden, CPCU, AIM *M. Haselden*

AFFIDAVIT OF NO PROHIBITED INTEREST

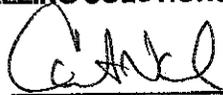
I, the undersigned declare that I am authorized to make this statement on behalf of **DP2 BILLING SOLUTIONS, LLC D/B/A DATAPROSE**, a Texas limited liability company, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **DP2 BILLING SOLUTIONS, LLC D/B/A DATAPROSE**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

DP2 BILLING SOLUTIONS, LLC D/B/A DATAPROSE

By: 
Signature

Curtis Nelson
Print Name

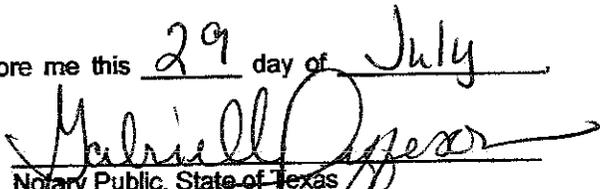
C.O.O.
Title

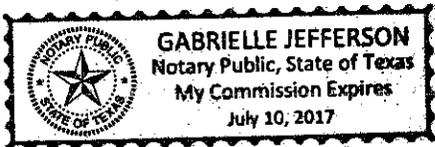
7/29/13
Date

STATE OF TEXAS

COUNTY OF Dallas

SUBSCRIBED AND SWORN TO before me this 29 day of July 2013.


Notary Public, State of Texas





SOLICITATION NO. 2012-264-C

RFP UTILITY BILL PRINTING, MAILING & OFFSET PRINTING SERVICES

DOCUMENTS ARE DUE PRIOR TO:

Sep 14, 2012 10:00:00 AM CDT

NO LATE BIDS WILL BE ACCEPTED

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

DOCUMENTS MAY BE DELIVERED TO:

CITY OF PLANO PURCHASING DIVISION

1520 AVENUE K

SUITE 370 THIRD FLOOR

PLANO, TX 75074

DOCUMENTS MAY BE MAILED TO:

CITY OF PLANO PURCHASING DIVISION

P.O. BOX 860358

PLANO, TX 75086-0358

Bids will be publicly opened and read in the office of the Purchasing Manager. If mailed or delivered in person, write the bid number on the envelope in the lower left corner. Time Critical Bid/Proposal Deliveries: The City of Plano cannot guarantee, due to internal procedures, that any bids/proposals sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical bid/proposal deliveries be made either in person or via an alternate delivery method.

EXHIBIT A
PAGE 1 OF 36

Bid 2012-264-C RFP UTILITY BILL PRINTING, MAILING & OFFSET PRINTING SERVICES

Bid Number 2012-264-C
Bid Title RFP UTILITY BILL PRINTING, MAILING & OFFSET PRINTING SERVICES

Bid Start Date Aug 29, 2012 5:00:38 PM CDT
Bid End Date Sep 14, 2012 10:00:00 AM CDT
Question & Answer End Date Sep 6, 2012 12:00:00 PM CDT

Bid Contact Earl Whitaker
 Buyer
 Purchasing
 earlw@plano.gov

Contract Duration 1 year
Contract Renewal 4 annual renewals
Prices Good for Not Applicable
Pre-Bid Conference Sep 4, 2012 1:00:00 PM CDT
Attendance is optional
Location: City of Plano
 Municipal Center
 Training Room A
 1520 K Avenue
 Plano, TX 75074

Bid Comments
 Added on Sep 7, 2012:

 Addendum #1 - September 7, 2012 -
 See Addendum 1 2012-264-C Utility Bill Printing, Mailing & Offset Printing Services.

Changes made on Sep 7, 2012 4:53:39 PM CDT

New Documents Addendum 1 2012-264-C Utility Bill Printing, Mailing and Offset Printing Services.pdf

Item Response Form

Item 2012-264-C-01-01 - ORIGINAL BILL STATEMENTS 8 1/2 X 14
Quantity 1015345 each
Unit Price
Delivery Location City of Plano
 Customer & Utility Services
 City of Plano
 1520 Avenue K #120
 Plano TX 75074
 Qty 1015345

Description

EXHIBIT A
 PAGE 2 OF 36

ALL QUANTITIES LISTED ARE ESTIMATED QUANTITIES.

Item **2012-264-C-01-02 - DELINQUENT BILL STATEMENTS 8 1/2 X 11**
 Quantity **62877 each**
 Unit Price
 Delivery Location **City of Plano**
Customer & Utility Services
 City of Plano
 1520 Avenue K #120
 Plano TX 75074
 Qty 62877

Description
ALL QUANTITIES LISTED ARE ESTIMATED QUANTITIES.

Item **2012-264-C-01-03 - TOTAL FROM INSERT PRICING WORKSHEET**
 Quantity **1 lot**
 Unit Price
 Delivery Location **City of Plano**
Customer & Utility Services
 City of Plano
 1520 Avenue K #120
 Plano TX 75074
 Qty 1

Description
ALL QUANTITIES LISTED ON WORKSHEET ARE ESTIMATED QUANTITIES.

EXHIBIT A
PAGE 3 OF 36



SEPTEMBER 7, 2012

Prospective Bidders

Addendum #1

Bid No. 2012-264-C

Utility Bill Printing, Mailing & Offset Printing Services

Addendum #1 is issued. Please see the following Questions & Answers:

QUESTIONS RECEIVED AT PRE BID MEETING ON SEPTEMBER 4, 2012 @ 1:00pm:

Question 1

Do you allow more than 3 bills in an envelope?

Answer

- No. Per the specifications, Section III A. viii - Be able to household merge/purge multiple statements into same envelope (up to 3 into the Standard Mail Out envelope.

Question 2

Are you looking for payment functionality?

Answer

- No.

Question 3

Do you want customers to access archive information?

Answer

- Yes.

Question 4

Do you want laser printing on the back of bills?

Answer

- Yes.

EXHIBIT A
PAGE 4 OF 36

Question 5

What type of envelopes are you requiring?

Answer

- Per the specifications, Section III G. iii a – Standard BRE #10 window per Sample #2
- Per the specifications, Section III G. iv. a – 3 7/8 in x 8 7/8 in per attached Sample #3.

Question 6

Is recycled paper utilized currently?

Answer

- Recycled paper is used for envelopes. Recycled paper is not used for bills.

Question 7

Is preference given to local vendors?

Answer

- No.

Question 8

Can you explain why other cities are not included with this proposal?

Answer

- The City of Plano decided to request proposals as a single entity.

Question 9

There are 2 more renewals left on the current contract? Why did you decide to rebid contract?

Answer

- Renewals are at the City's options. The City decided to exercise its right to not renew the contract.

Question 10

Which cities are utilizing the current contract?

Answer

- McKinney, Flower Mound, Frisco, Allen & Lewisville.

EXHIBIT
PAGE 5 OF 36

Question 11

Do you want us to bid recycled virgin products?

Answer

Per the specifications Section IV. Environmental Preferable Products – The City of Plano encourages vendors to offer Environmentally Preferable Products (EPP) according to the City's Environmental Purchasing Policy that can be found on the City of Plano Purchasing website. The vendor should propose options in support of the policy for the following:

- Vegetable-based and recycled (filtered) inks; avoid inks containing heavy metals
- Papers and envelopes made with post-consumer fiber (30 percent minimum) and other environmentally preferable paper fibers.
- Processed chlorine-free papers.

Environmental Preferable Products is part of the evaluation criteria per the specifications, Section XI E – Environmental Preferable Products as referenced in Section X E – 5%.

Question 12

How often are duplex bills requested?

Answer

- It varies. It depends on the needs of the City at any given time.

Question 13

What is the lead time for inserts?

Answer

- It varies. Requests for inserts are normally known in advance for the upcoming year, but schedule revisions are sometimes necessary – either requesting a cancellation, addition, or adjustments to the existing insert order.

Question 14

Will postage qualification reports be available?

Answer

- No.

EXHIBIT A
PAGE 6 OF 36

Question 15

When does the current contract expire?

Answer

- October 26, 2012.

Question 16

How often is courier services used?

Answer

- Courier services are rarely used.

Question 17

When duplexing statements, will the back be in the form of an informational text template, where a group of customers all get the same copy/message (example: water conservation message) Or will they be duplexed with variable information different for each individual customer being pulled from the data file (example would be a usage graph).

Answer

- The back will be in the form of an informational text template, where a group of customers all get the same copy/message.

Question 17

Can you confirm that you want the vendor to provide a website that provides bill search and access by both city staff and customer?

Answer

- Per the specifications, Section III D. i & ii – Provide access for city staff via password secured Internet site to exact replicas of customer bills in PDF format for a period of 12 months. Provide access via secured internet site to customers electing to view exact replicas in PDF format for a period of 12 months.

QUESTIONS RECEIVED THROUGH BIDSYNC**Question 1**

Is the city interested in setting up option for customers to pay bills online or via Smartphone? (Submitted: Aug 30, 2012 11:17:16 AM CDT)

Answer

- Bill payment was not included in the specifications and is outside the scope of this project.

EXHIBIT A
PAGE 7 OF 36

Question 2

In the Instructions for Bidding, Item 25 states cooperative bids will pay 1% to Bid Sync. Is this response considered a 'cooperative bid' and is the 1% paid to Bid Sync applicable? **(Submitted: Sep 4, 2012 6:12:10 AM CDT)**

Answer

- This bid is not a "cooperative bid". In view of this fact, the 1% payment is not applicable.

Question 3

Can we quote on the printing only, or is the printing and the mailing one package? **(Submitted: Sep 4, 2012 9:24:28 AM CDT)**

Answer

- No. The City is looking for a turnkey solution.

Question 4

Where can I get an original copy of the water bill and the 2 envelopes to make sure bid matches correctly? **(Submitted: Sep 5, 2012 12:47:10 PM CDT)**

Answer

- The samples shown in the proposal packet are copies of water bills, delinquent bills and envelopes. Original copies can be requested by contacting the Purchasing Department via email at eariw@plano.gov. Original copies of envelopes are not available.

Question 5

Please confirm how the City will be transmitting the data file to the vendor. **(Submitted: Sep 5, 2012 2:53:57 PM CDT)**

Answer

- Per the specifications, Section III B. ii - File transmitted via modem line or courier by tape as zip file "ProComm" or Internet, or email attachments.

Question 6

Please confirm how the City will be transmitting the data file to the vendor. **(Submitted: Sep 5, 2012 2:54:03 PM CDT)**

Answer

- See answer to #5.

Question 7

What file type will the City transmit to the vendor - print ready or raw data file? If a print ready file, please confirm the file type. **(Submitted: Sep 5, 2012 2:55:33 PM CDT)**

Answer

- Print ready text file.

EXHIBIT A
PAGE 8 OF 36

Question 8

The Insert Pricing Worksheet includes a column titled "Estimated Quantity," please detail the volume of each line item requested by the City. **(Submitted: Sep 5, 2012 3:36:56 PM CDT)**

Answer

- The quantities listed are "estimated quantities" derived from an average usage over a three year period.
- Per the specifications, Section III Requirements – All quantities are estimates only and orders will be placed on an as needed basis.

Question 9

Is the City of Plano open to printing once or twice a week to reduce overall print and fulfillment costs? **(Submitted: Sep 5, 2012 9:34:08 PM CDT)**

Answer

- No.

Question 10

Is it possible to get a copy of the tabulations from the last award? **(Submitted: Sep 6, 2012 8:58:00 AM CDT)**

Answer

- See attached Bid Recap & Pricing Sheets. Pricing totals for each vendor represents pricing based on all entities participating on the previous contract.

Question 11

You requested CASS processing for the mail, do you also want NCOA processing? **(Submitted: Sep 6, 2012 10:26:05 AM CDT)**

Answer

- No.

Question 12

1. Will the quantities be printed at the same time? What is the weight of the paper to be printed? Are there any perfs?

2. What is the quantity of the envelopes to be printed. Also, we need the dimensions of the windows. What is the ink color(s)? **(Submitted: Sep 6, 2012 9:13:20 AM CDT)**

EXHIBIT
PAGE 9 OF 36

Answer

- Per the specifications, Section III Requirements – All quantities are estimates only and orders will be placed on an as needed basis.
- Per the specifications, section III G. iii – Paper weight is 24/60 pound.
- Per the specifications, section III G. v – Bottom portion shall be perforated to produce a return stub 8 1/2 inches X 3 5/8 inches to be returned by customer with payment.
- Per the specifications, section III A. ii – Be able to handle high volume production on a daily basis from 3,750 bills and up to 12,000 bills on occasion.
- Per the specifications, Section III G. iii a – Standard BRE window #10 per Sample #2
- Per the specifications, Section III F. ii – 2/0 ink colors; Blue and Black.

Question 13

Is the City open to placing the insert artwork on the back of the water bill in four color process and eliminate the cost of the printed insert pieces? **(Submitted: Sep 6, 2012 12:00:34 PM CDT)**

Answer

- Per the specifications, Section III I. Offset Printing – Bills – Printing of insert information on the back of bills is allowed, if feasible.

Vendors who may have already submitted a bid and feel this addendum may change their bid may pick up their bid and return it prior to Friday, September 14 2012, at 10:00 AM

Acknowledge receipt of this addendum by initialing in the appropriate space on the Vendor Acknowledgment Page if you have not previously submitted a bid.

EXHIBIT A
PAGE 10 OF 36



CSP No. 2009-66-C
CSP – Utility Bill Printing & Mailing Services

RECAP

Opening Date/Time: April 08, 2009 @ 3:00PM (CST)

Number of Vendors Notified: 74

Vendors Submitting “No Response” None

Vendors Submitting Proposals: 17

Vendors Submitted Proposal **Weighted Average**

DATA PROSE	4.81
INFOSEND	4.24
UTILITEC	3.84
AXIS	3.77
PINNACLE DATA SYS.	3.73
SOURCE LINK	3.70
SOUTHWEST DIRECT	3.59
QUESTMARK	3.47
ALLISON PAYMENT SYSTEMS	3.43
DATA CENTER	3.43
STRAHM PRINTING	3.26
SURE BILL	3.25
FSSI	3.24
MIDWEST DIRECT	3.13
DIRECT MAIL PARTNR	3.00
PRECISION POSTAL	2.95
NDSI	2.92

Recommended Vendor: Data Prose

Phone (972) 941-7376

Fax (972) 461-6879

EXHIBIT A
PAGE 11 OF 36

	With Pricing	Pricing	Without Pricing
Allison Payment Systems	3.43	\$ 1,433,620.00	1.02
AXIS	3.77	\$ 1,523,003.10	1.50
Data Center	3.43	\$ 1,443,968.00	1.04
Data Prose	4.81	\$ 1,378,939.00	2.31
Direct Mail Partner	3.00	\$ 1,543,012.40	0.76
FSSI	3.24	\$ 1,556,352.00	1.02
INFOSEND	4.24	\$ 1,408,953.00	1.79
Midwest Direct	3.13	\$ 1,654,056.80	1.04
NDSi	2.92	\$ 1,552,853.00	0.70
Pinnacle Data Systems	3.73	\$ 1,386,944.00	1.24
Precision Postal	2.95	\$ 1,540,677.60	0.71
Quest Mark	3.47	\$ 1,495,657.80	1.16
Source Link	3.70	\$ 1,400,946.80	1.24
Sure Bill	3.25	\$ 1,553,644.00	1.03
S.W. Direct	3.59	\$ 1,510,302.00	1.3
Strahm	3.26	\$ 1,464,324.00	0.9
Utilitec	3.84	\$ 1,476,962.00	1.5

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REQUEST FOR PROPOSAL NO.: 2012-264-C

REQUEST FOR PROPOSAL

FOR

Utility Bill Printing, Mailing & Offset Printing Services

DOCUMENTS ARE DUE TO THE PURCHASING DIVISION PRIOR TO:

~~10:00 AM CDT ON FRIDAY, SEPTEMBER 7, 2012~~

NO LATE PROPOSALS WILL BE ACCEPTED

*****VENDOR MUST SUBMIT ONE (1) ORIGINAL RFP AND Four (4) RFP COPIES IF NOT SUBMITTING ELECTRONICALLY TO FACILITATE EVALUATION. IF "COPIES" ARE NOT SUBMITTED WITH THE ORIGINAL, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.**

Time Critical Proposal Deliveries: The City of Plano, Texas cannot guarantee, due to internal procedures, any proposals sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical proposal deliveries be made either in person or via an alternate delivery method.

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

**Earl S. Whitaker
Buyer Supervisor
(972) 941-7074
earlw@plano.gov**

EXHIBIT A
PAGE 13 OF 36

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**REQUEST FOR PROPOSAL
FOR
UTILITY BILL PRINTING, MAILING, & OFFSET PRINTING SERVICES**

RFP NO.: 2012-264-C

The Customer and Utility Services Department for the City of Plano, Texas, (hereinafter referred to as City) is seeking proposals from qualified vendors to provide Utility Bill Printing, Mailing, & Offset Printing Services.

The contract term will be one (1) year with four (4) additional one (1) year terms after the initial term of the contract at City's option, subject to funding and approval by City management.

Award will be determined based on the evaluation criteria as stated herein.

Public Opening

Proposals will be publicly opened in the Purchasing Division, Municipal Center, 1520 Avenue K, Suite 370, Plano, TX 75074 on ~~Friday, September 14, 2012 at 10:00 am (CDT)~~. Only the names of the firms submitting proposals will be read aloud at the public opening.

Delivery of Proposal Instructions If Not Submitting Electronically

Mark proposal package(s): "RFP No. 2012-264-C, RFP for UTILITY BILL PRINTING, MAILING, AND OFFSET PRINTING SERVICES". All proposals, if not submitting electronically, must be delivered or mailed to the following location prior to 10:00 am (CDT) of Friday, September 14, 2012.

City of Plano – Purchasing Division
Attn: Earl S. Whitaker – Buyer Supervisor
1520 Avenue K, Suite 370
Plano, TX 75074

Question Concerning Proposal

To ensure that all prospective respondents have accurately and completely understood the requirements, the City of Plano will accept questions up until 12:00 Noon (CDT) on Thursday, September 6, 2012. Questions must be submitted online through www.bidsync.com. Please do not email your questions or call with a question. You will be directed to submit your questions online through www.bidsync.com. All questions will be answered in the form of an addendum to be issued through Bid Sync after the questions deadline.

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RFP No.: 2012-264-C
UTILITY BILL PRINTING, MAILING, & OFFSET PRINTING SERVICES
SPECIFICATION

I. Introduction and Scope of Services

The City of Plano is soliciting Competitive Sealed Proposals for the printing and mailing of utility bills, delinquent notices, and offset printing. This service includes the receiving and processing of data transfer on a daily cycle, print, CASS certify, fold, envelope insert, presort, meter and mail; plus quality 4-color process printing directly from industry standard electronic files (Adobe Photoshop, Illustrator, InDesign, PDF) of varying sized ads or 'inserts' on standard weight or specialty paper with folding as required and included with mailing of utility bills. The contract will be awarded based on the evaluation criteria as stated herein. The term of the contract will be for one year with four optional one-year renewals.

II. Pre-Proposal Conference

- A. A pre-proposal/bid conference will be conducted on Tuesday, September 4, 2012 at 1:00 PM at the following address:**

**CITY OF PLANO
 TRAINING ROOM A
 1520 AVENUE "K"
 PLANO, TX 75074**

Vendors are encouraged to attend the pre-proposal conference, however the meeting is not mandatory. Any questions asked during the conference will be answered in the form of an addendum issued through Bid Sync.

III. Requirements

The Vendor shall provide the following services and meet or exceed any requirements listed in this section. All quantities are estimates only and orders will be placed on an as needed basis.

A. General Services and Requirements

- i. Provide security of information and supervision from start to finish.
- ii. Be able to handle high volume production on a daily basis from 3,750 bills and up to 12,000 bills on occasion.
- iii. Estimated annual requirement:
 - Utility bill statement: 1,015,345
 - Delinquent bill statement: 62,877
- iv. Provide courier service for special delivery and pick up requests.
- v. Provide a single point of contact representing the account.
- vi. Have the ability to preprint forms, envelopes and flyers.
- vii. Be able to warehouse forms and envelopes in climate-controlled conditions.
- viii. Be able to household merge/purge multiple statements into same envelope (up to 3 into the Standard Mail Out envelope).
- ix. Be able to accept upgrades to current customer billing system.

EXHIBIT A
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- x. Be able to accept electronic data transmissions 24/7/365.
- xi. Be willing and able to establish a business partner relationship with HTE Inc. (SunGard)
- xii. Be able to do custom programming as needed.
- xiii. Have an emergency backup plan to avoid out of service situations.
- xiv. Provide secure access for on line transmission through SSL.
- xv. Provide a system password per customer that is vendor controlled and will not allow unauthorized access.
- xvi. Provide capability to enable batch printing of selectively excluded bills.
- xvii. Provide selective/dynamic messaging via secure site for customer messages to be included on bills.
- xviii. Preference will be given to any company providing in-house printing as outlined in the evaluation criteria.

B. Daily Transmission of Electronic Data Requirements

- i. AS400, ASCII data files.
- ii. File transmitted via modem line or courier by tape as zip file "ProComm" or Internet, or email attachments.
- iii. Vendor shall confirm receipt of file daily by return electronic mail to person specified when the file is received.
- iv. Vendor shall provide second report daily when file has been processed for printing.
- v. Vendor shall provide as part of the second report, the amount of postage charges for the billing included in the report.
- vi. File size and billing cycle will be utilized as confirming data.
- vii. Data will be transmitted prior to 10am everyday bills are needed to be processed.

C. Preprint Requirements

- i. Selectively exclude bill types from printing (PULL, EBILL, CITY and others identified in the print file).
- ii. CASS certification to ensure lowest possible postage costs.
- iii. Must be able to sort to carrier route level.
- iv. Presorts must conform to latest USPS notification.
- v. Mail merging of bills going to same mailing address up to three into regular #10 mailing envelope and four to one hundred merged for stuffing into one large envelope. Placement of sorter codes must be approved.
- vi. Vendor must have the ability to manipulate print ready data into proper bill format.
- vii. All-outgoing mail shall include Zip +4 bar coding conforming to postal requirements for automated processing.

D. Access to Electronic Bill Image Requirements

- i. Provide access for city staff via password secured Internet site to exact replicas of customer bills in PDF Format for a period of 12 months.
- ii. Provide access via secured internet site to customers electing to view exact replicas in PDF format for a period of 12 months.
- iii. Provide search capability based on account number, date or date range.
- iv. Have capability to email bill image from vendor site.
- v. Provide images for one month electronically through CD or PDF after 12 month period.

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E. Approval of Forms and Envelope Orders Requirements

- i. All orders for print stock and envelopes shall be approved.
- ii. Proofs will be furnished for approval prior to sending to print.
- iii. All artwork becomes the property of the City of Plano at the termination of this contract.
- iv. Pre-printed forms of any kind will not be used.

F. Printing Requirements

- i. All printing shall be laser imaging high quality print with 600 DPI or better.
- ii. 2/0 ink colors; BLUE and Black.
- iii. Print form single sided with occasional two-sided (duplex).
- iv. Bill print fonts include OCRA for automated scanning and processing.
- v. Proofs must be approved with any programming change prior to implementation of changes.

G. Envelope and Print Stock Requirements**i. Original and Delinquent Utility Bills**

Vendor to furnish. See attached Sample # 1 and # 4. The sample is for original and delinquent statements and may vary in layout and format.

- i. Original Bills - 8 ½ inch x 14 inch White bond stock (sample # 1).
- ii. Delinquent Bills - 8 ½ inch x 11 inch White bond stock (sample # 4).
- iii. Paper weight is 24/60 pound.
- iv. Top Portion of bill is for customer retention and contains billing information.
- v. Bottom portion shall be perforated to produce a return stub 8½ inches X 3 5/8 inches to be returned by customer with payment.
- vi. Tri fold on perforation to fit a #10 window envelope

ii. Envelopes

Vendor to furnish. See attached Sample # 2

- a. Vendor may be requested to deliver up to 4,000 additional envelopes (BRE #10) one time per contract period for in-house use.
- b. Delivery is F.O.B. Freight Pre-paid to delivery address set up at time of order.

iii. Mail Out Envelopes

Vendor to furnish

- a. Standard BRE #10 window per attached Sample # 2.
- b. Window size must comply with USPS for utilization of bar code.
- c. Ability to include return mail processing codes if required.

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iv. **Return Envelopes**

Vendor to furnish

- a. 3 7/8 in x 8 7/8 in per attached Sample # 3. Must include security cross-hatching.
- b. Bar coded for return address.

v. **Mail Merging Envelope (Mail Out)**

- a. Sufficient size to insert 100 bills into one envelope.
- b. May use mail label rather than bulk print, prefer addressing on the run with bill printing.
- c. Additional inserts include (1) return envelope and one of each additional informational insert.

H. **Utility Bill Folding and Inserting**

- i. Tri Fold statement to fit in Standard #10 mail out envelope.
- ii. One fold shall be on the perforation creating the bill stub.
- iii. Must have multiple page and selective inserting capabilities.
- iv. Inserts include statement, return envelope and up to three additional flyers.

I. **Offset Printing**

- Bills - Printing of insert information on the back of bills is allowed, if feasible.
- Inserts - Inserts can be 1 side printing or 2 side printing.

J. **Mailing**

- i. Daily, (5 days per week)
- ii. Turnaround - data in by 10:00 am, mail out same business day and delivered to USPS bulk processing center.
- iii. Postage is not required for the City of Plano. The City of Plano will handle postage directly with the vendor. The City of Plano will provide a monthly postage check to be held in a postage on hand account and drawn from as needed. The vendor will provide the best possible postage rates for bulk mailing.

A monthly postage report shall be provided on a monthly basis. This report will be utilized by the City to determine monthly postage check amount. If at the end of the contract a credit balance is realized, the City should be reimbursed within 30 business days.

K. **Invoicing**

- i. Monthly or Biweekly.
- ii. Offset Printing should be billed separately from bill printing & inserts.
- iii. Invoicing should reflect separate services according to proposal form.
- iv. Specify details of special handling bills.
- v. List number of statements printed for the period.
- vi. Only invoice for work completed.

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IV. Environmental Preferable Products

The City of Plano encourages vendors to offer Environmentally Preferable Products (EPP) according to the City's Environmental Purchasing Policy that can be found on the City of Plano Purchasing website.

The Vendor should propose options in support of the policy for the following:

- Vegetable-based and recycled (filtered) inks; avoid inks containing heavy metals
- Papers and envelopes made with post consumer fiber (30 percent minimum) and other environmentally preferable paper fibers
- Processed chlorine-free papers

V. Training

Vendor is required to provide training as needed to insure continuity of the process.

VI. Warranty

Be responsible for all costs associated with errant printing and mailing of statements due to no fault of the City.

VII. Qualifications

Have a predominant business function, facilities and equipment related to laser imaging and complete mailing services.

VIII. Work History

Vendor should have successful work history with companies or governmental agencies within the last three years of this scope and size.

IX. Insurance

Upon request, the successful vendor must SUBMIT PROOF OF MEETING NECESSARY INSURANCE REQUIREMENTS within ten (10) business days of notification by the City of Plano. Failure to respond within ten (10) business days will be grounds for declaring vendor non-responsive to specifications.

X. Submittals

Vendors shall submit the following information that will be used in the evaluation process noted in Section XIII

- A. Title page showing the proposal subject, the vendors name and title, address and phone number and the date of submission.
- B. Detailed solution and work plan proposal to include in-house printing that meets and/or exceeds the requirements and service specifications.
- C. If printing is outsourced, submit information regarding company on Attachment "B". Include name of contractor, address, phone number & brief description of working relationship. If awarded the proposal, upon request from the City, bidders must provide a sample of their printed work in reference to bills & inserts within five (5) working days of the City's request. Failure to provide a sample upon receiving the request within the time stated may cause the City to consider that proposal as non-responsive.

EXHIBIT A
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- D. Work history references of up to three Clients within the past three years as referenced in Section VIII. Submit on the Client Work History Worksheet, Attachment "A".
- E. Environmental Preferred Products Attachment C.
- F. Price Proposal Form, which includes startup and other costs. Price must be submitted under separate sealed envelope and marked clearly as such.

The City will select the proposal that is determined to be the most advantageous to the City, considering the relative importance of the following criteria & weights and any other factors considered relevant by the City.

XI. Evaluation Criteria

This is a Competitive Sealed Proposal and award is based on the following criteria and associated weighting:

- A. Price submitted on Price Proposal Form which includes start-up and other costs from Submittal Section X - F. Price must be submitted under separate sealed envelope and marked clearly as such. **50% (35% printing, mailing of regular bills & delinquent bills, 15% offset printing inserts)**
- B. The extent to which the Vendor meets or exceeds the needs of the City as referenced in Section X.B. **20%**
- C. Reputation based on Client Work History as referenced in Section X - D **15%**
- D. Printing in house as referenced in Section X - B. **10%**
- E. Environmental Preferable Products as referenced in Section X - E. **5%**

XII. Best and Final Offer

The City of Plano reserves the right to request a best and final offer from any or all proposers.

XIII. Catalogue Pricing

The City of Plano is requesting catalogue pricing for items outside of bidders proposal. Bidders should include a copy of their catalogue with pricing with their submittal. This pricing is for informational purposes only and will not be included in the evaluation process.

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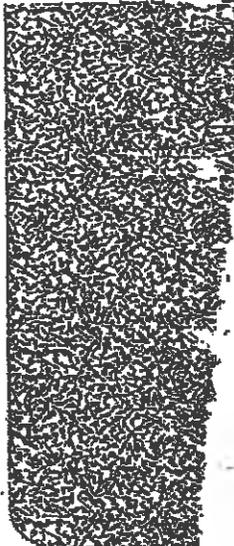
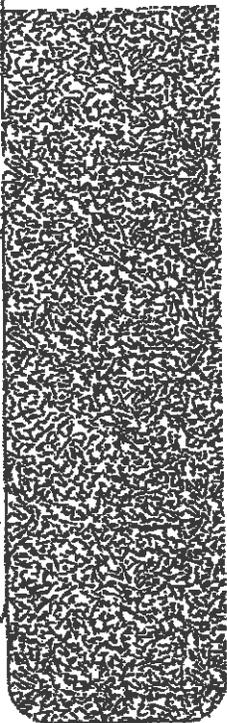
SAMPLE # 1

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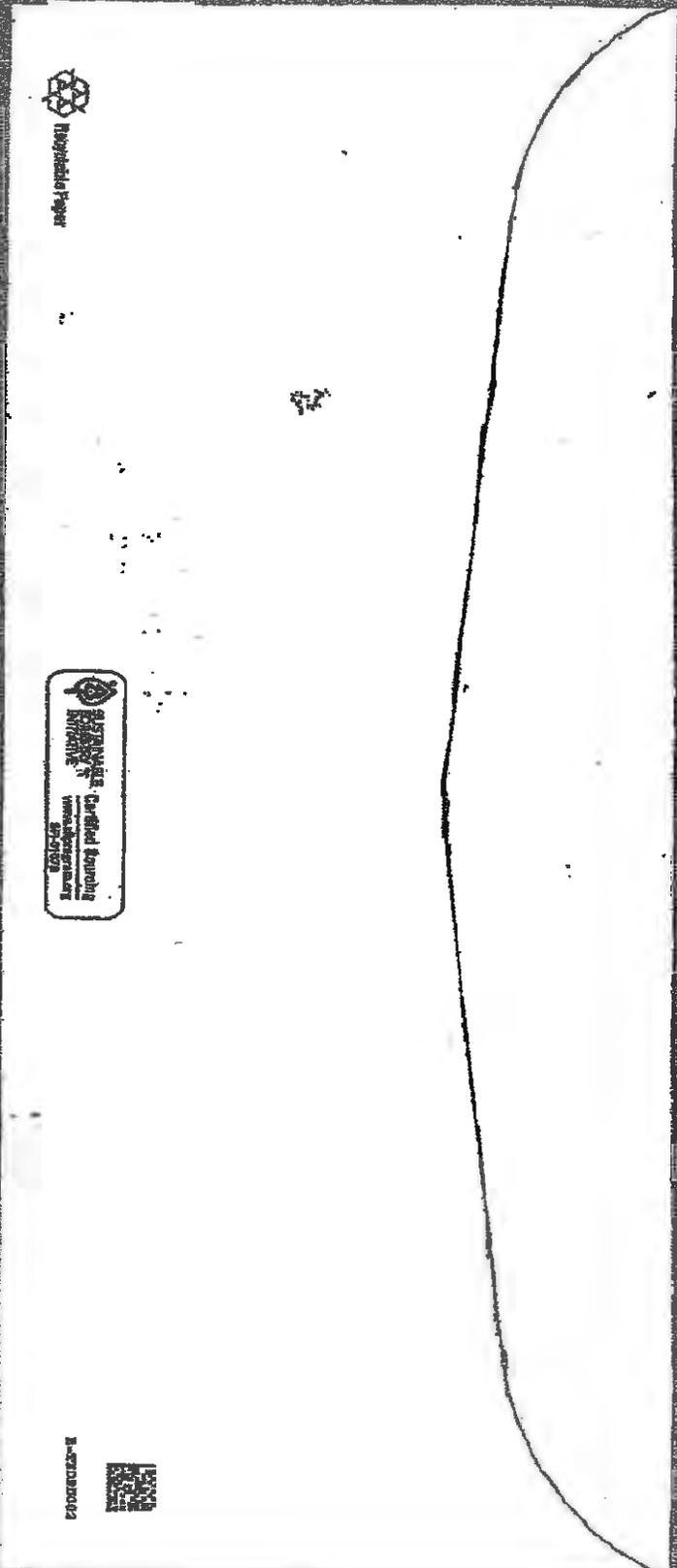
SAMPLE # 2

EXHIBIT A
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PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
098 Mail Services



SAMPLE # 3

EXHIBIT
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FRONT View - Return Envelope

A | 1 of 2

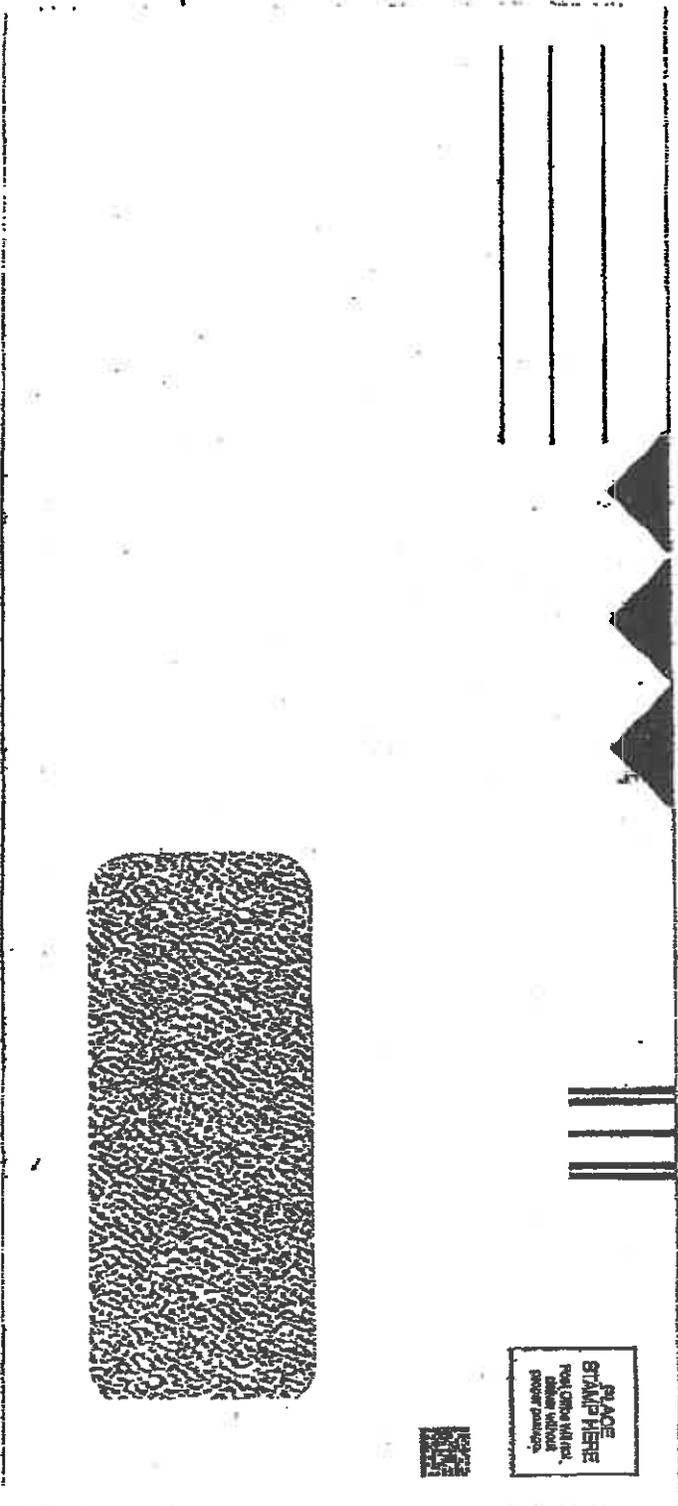


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SAMPLE #4

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City of Plano
City of Plano

Bld 2012-284-C
Bld 2009-86-C



City of Plano Utilities
1520 K. Avenue
7501 N. Independence Pkwy
P.O. Box 861990
Plano, TX 75086-1990

Office Hours: 8 a.m. - 5 p.m. Mon - Fri
Night depository available at both offices

ACCOUNT NUMBER [REDACTED]

SERVICE ADDRESS [REDACTED]

CYCLE NO./ROUTE NO. 19-70

LAST PAYMENT [REDACTED]

RECEIVED ON [REDACTED]

DELINQUENT NOTICE

THE DELINQUENT AMOUNT DOES NOT
INCLUDE LATE FEE AND/OR CURRENT BILL.

DELINQUENT AMOUNT DUE [REDACTED]

DUE DATE [REDACTED]

TO AVOID TERMINATION OF SERVICE AND ADDITIONAL
CHARGES, THE PAST DUE AMOUNT MUST BE RECEIVED IN OUR
OFFICE ON THE DUE DATE.

IF THE FULL AMOUNT HAS BEEN PAID, PLEASE DISREGARD THIS NOTICE.
THANK YOU.

- SHOULD YOUR SERVICE BE DISCONTINUED:
- ADDITIONAL SERVICE CHARGES WILL APPLY.
 - SECURITY DEPOSIT IS SUBJECT TO INCREASE.

FOR BILLING INQUIRIES CALL: 972-941-7105

PAYMENT IS DUE IN OUR OFFICE
ON OR BEFORE THE DUE DATE.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT. MAKE CHECKS PAYABLE TO THE CITY OF PLANO.

DELINQUENT NOTICE



City of Plano Utilities
P.O. Box 861990
Plano, TX 75086-1990

SERVICE ADDRESS [REDACTED]
ACCOUNT NUMBER [REDACTED]
CYCLE NO./ROUTE NO. 19-70

DELINQUENT AMOUNT DUE [REDACTED]

PAYMENT IS DUE IN OUR OFFICE
ON OR BEFORE THE DUE DATE.

DUE DATE [REDACTED]

**SINGLE-PIECE 1 x6L 99568E-A-1
142 1 SP 0.420

[Barcode]

[Barcode]

CITY OF PLANO
P O BOX 861990
PLANO TX 75086-1990

000001682400000085115

PL11202469085 - DelinProse, No - www.deltapro.com - 489858 A, 1, 1024, 1, 0, 489

Question and Answers for Bid #2012-264-C - RFP UTILITY BILL PRINTING, MAILING & OFFSET PRINTING SERVICES

OVERALL BID QUESTIONS

Question 1

Is the city interested in setting up option for customers to pay bills online or via Smartphone? (Submitted: Aug 30, 2012 11:17:16 AM CDT)

Answer

- See Addendum 1. (Answered: Sep 7, 2012 4:42:06 PM CDT)

Question 2

In the Instructions for Bidding, Item 25 states cooperative bids will pay 1% to BidSync. Is this response considered a 'cooperative bid' and is the 1% paid to BidSync applicable? (Submitted: Sep 4, 2012 6:12:10 AM CDT)

Answer

- See Addendum 1. (Answered: Sep 7, 2012 4:42:06 PM CDT)

Question 3

Can we quote on the printing only, or is the printing and the mailing one package? (Submitted: Sep 4, 2012 9:24:28 AM CDT)

Answer

- See Addendum 1. (Answered: Sep 7, 2012 4:42:06 PM CDT)

Question 4

Where can I get an original copy of the waterbill and the 2 envelopes to make sure bid matches correctly? (Submitted: Sep 5, 2012 12:47:10 PM CDT)

Answer

- See Addendum 1. (Answered: Sep 7, 2012 4:42:06 PM CDT)

Question 5

Please confirm how the City will be transmitting the data file to the vendor. (Submitted: Sep 5, 2012 2:53:57 PM CDT)

Answer

- See Addendum 1. (Answered: Sep 7, 2012 4:42:06 PM CDT)

Question 6

Please confirm how the City will be transmitting the data file to the vendor. (Submitted: Sep 5, 2012 2:54:03 PM CDT)

Answer

- See Addendum 1. (Answered: Sep 7, 2012 4:42:06 PM CDT)

Question 7

What file type will the City transmit to the vendor - print ready or raw data file? If a print ready file, please confirm the file type. (Submitted: Sep 5, 2012 2:55:33 PM CDT)

Answer

- See Addendum 1. (Answered: Sep 7, 2012 4:42:06 PM CDT)

Question 8

The Insert Pricing Worksheet includes a column titled "Estimated Quantity," please detail the volume of each line item requested by the City. (Submitted: Sep 5, 2012 3:36:56 PM CDT)

Answer

- See Addendum 1. (Answered: Sep 7, 2012 4:42:06 PM CDT)

Question 9

Is the City of Plano open to printing once or twice a week to reduce overall print and fulfillment costs? (Submitted: Sep 5, 2012 9:34:08 PM CDT)

Answer

- See Addendum 1. (Answered: Sep 7, 2012 4:42:06 PM CDT)

Question 10

Is it possible to get a copy of the tabulations from the last award? (Submitted: Sep 6, 2012 8:58:00 AM CDT)

Answer

- See Addendum 1. (Answered: Sep 7, 2012 4:42:06 PM CDT)

Question 11

You requested CASS processing for the mail, do you also want NCOA processing? (Submitted: Sep 6, 2012 10:26:05 AM CDT)

Answer

- See Addendum 1. (Answered: Sep 7, 2012 4:42:06 PM CDT)

Question 12

IS the City open to placing the insert artwork on the back of the water bill in four color process and eliminate the cost of the printed insert pieces? (Submitted: Sep 6, 2012 12:00:27 PM CDT)

Answer

EXHIBIT A
PAGE 31 OF 36

- See Addendum 1. (Answered: Sep 7, 2012 4:42:06 PM CDT)

Question 13

IS the City open to placing the insert artwork on the back of the water bill in four color process and eliminate the cost of the printed insert pieces? (Submitted: Sep 6, 2012 12:00:34 PM CDT)

Answer

- See Addendum 1. (Answered: Sep 7, 2012 4:42:06 PM CDT)

2012-264-C--01-01 - ORIGINAL BILL STATEMENTS 8 1/2 X 14

Question 1

1. Will the quantities be printed at the same time? What is the weight of the paper to be printed? Are there any perfs?
2. What is the quantity of the envelopes to be printed. Also, we need the dimensions of the windows. What is the ink color (s)? (Submitted: Sep 6, 2012 9:13:20 AM CDT)

Answer

- See Addendum 1. (Answered: Sep 7, 2012 4:42:06 PM CDT)

EXHIBIT A
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Earl Whitaker

From: Mirek, Cathy <Cathy.Mirek@csgi.com>
Sent: Friday, November 30, 2012 1:44 PM
To: Earl Whitaker
Subject: updated exceptions - CSG

Good afternoon, Earl,
Please see below for updated language regarding the exceptions CSG took to the Utility Bill Printing RFP. We believe we have addressed all of the City's concerns.
Thanks for your patience as we worked through these.
Cathy

Instructions to Bidders

RFP Page	Section	Exception
4	11	The parties agree to delete "and terms" from the RFP language
5	20(D)	CSG agrees
5	22	CSG agrees

General Terms and Conditions

RFP Page	Section	Exception
8	21	The parties agree to delete "and terms" from the RFP language
7	6(D)	CSG agrees
8	15	CSG agrees
7	9	The parties agreed to strike this provision
8 9	14 26	Add: "In the event of a default as described herein, the City will give contractor written notice of default and thirty (30) days' to cure such default to the City's reasonable satisfaction." CSG agrees to all other provisions.
8	20	Add: "Notwithstanding the above, if the contractor sells, assigns, transfers or conveys this contract in whole, or part, without the City's consent, then the City may terminate this contract for convenience as described in the section entitled "Annual Contract Verbiage."
8	22	CSG agrees
8	25	Add at the end of the first paragraph: "Other than claims for intellectual property infringement or confidentiality, Contractor's indemnification obligation shall not include breach of contract claims brought by the City."

Cathy Mirek | Strategic Accounts Manager, Output Services
T 972.462.5404 M 214.621.1253 F 972.462.5478
E cathy.mirek@csgi.com
www.csgi.com



EXHIBIT
PAGE 33 OF 36

CITY OF PLANO GENERAL TERMS AND CONDITIONS

1. **THESE TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO (CITY).**
2. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services ordered hereby, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City.
3. **CONFLICTS:** In the event the terms and conditions herein expressed conflict with the terms and conditions of any specifications issued by the City in conjunction with this purchase, the specifications shall supersede these terms and conditions to the extent of the conflict.
4. **AUTHORIZATION:** The City of Plano will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
5. **CONFORMITY OF GOODS/SERVICES:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of bids or proposals. In the event no such specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.
6. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By acceptance of this order, in addition to the guarantees and warranties provided by law, contractor expressly guarantees and warrants as follows:
 - A. that the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the contractor will bear the cost of inspecting and/or testing articles rejected.
 - B. that the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the contractor will, at contractor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
 - C. that the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
 - D. that nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
7. **PRICING:** Unit pricing shall be in strict conformity with the bid or proposal submitted by vendor, unless a price increase is authorized by the City.
8. **PRICE ESCALATION:** price escalations may be permitted by the City of Plano during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the product(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Plano reserves the right to accept or reject any/all price escalations.
9. **TAXES:** the City of Plano is exempt from federal manufacturer's excise and state sales and use tax. Tax exemption certificates will be executed by the City and furnished upon request.
10. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
11. **F.O.B./DAMAGE:** all orders shall be F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Plano assumes no liability for goods delivered in damaged or unacceptable condition. The contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
12. **DELIVERY TIMES:** deliveries will be acceptable only during normal working hours at the designated location.
13. **DELIVERY PROMISE – PENALTIES:** default in promised delivery without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting contractor.
**{Verbiage added per meeting with CSG Legal & City of Plano Legal held on November 28, 2012: "In the event of default as described herein, the City will give contractor written notice of default and thirty (30) days' to cure such default to the City's reasonable satisfaction."}

**CITY OF PLANO
GENERAL TERMS AND CONDITIONS**

14. **INSPECTION, REJECTION, AND EXCESS SHIPMENT:** In addition to other rights provided by law, the City reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The City may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at vendor's risk and expense, and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expenses.
15. **INVOICES:** invoices must be submitted by the contractor to the City of Plano, Accounting Department, P.O. Box 860279, Plano, TX, 75086-0279. The City Purchase Order number must appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
16. **PAYMENT TERMS:** payment terms are net 30 unless otherwise specified by the City. Upon receipt of a properly executed invoice and verification of delivery from the consignee, payment will be processed for items or services delivered.
17. **PATENT RIGHTS:** the contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
18. **FUNDING:** the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
19. **ASSIGNMENT:** the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
***(Verbiage added per meeting with CSG Legal & City of Plano Legal held on November 28, 2012: "Notwithstanding the above, if the contractor sells, assigns, transfers or conveys this contract in whole, or part, without the City's consent, then the City may terminate this contract for convenience as described in the section entitled "Annual Contract Verbiage.")*
20. **INTERLOCAL AGREEMENT:** contractor agrees to extend prices to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Plano.
21. **AUDIT:** the City of Plano reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.
22. **INSURANCE:** the City requires contractor to carry the minimum insurance as required by state laws and insurance requirements outlined in the bid/proposal documents.
23. **CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Plano.
24. **INDEMNIFICATION:** contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor, at its own expense, is expressly required to defend City against all such claims. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If contractor fails to retain

**CITY OF PLANO
GENERAL TERMS AND CONDITIONS**

counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and contractor shall be liable for all costs incurred by City.

In addition to contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in contractor's opinion is likely to occur, contractor shall, at its expense: (a) procure for city the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant city a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by contractor to City whether manufactured by contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the contractor.

“(Verbiage added per meeting with CSG Legal & City of Plano Legal held on November 28, 2012: “Other than claims for intellectual property infringement or confidentiality, Contractor's indemnification obligation shall not include breach of contract claims brought by the City.”) *pt 108*

upon written notice of default, and thirty (30) days to come to City's reasonable satisfaction

28. TERMINATION FOR DEFAULT: the City of Plano reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract ~~immediately~~ in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

- 26. REMEDIES:** the contractor and the City of Plano agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
- 27. VENUE:** this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin/Denton County, Texas. Exclusive venue shall be in Collin County, Texas.
- 28. NO PROHIBITED INTEREST:** contractor acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City charter states that “no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service.....”
- 29. DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Plano. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.
- 30. EMPLOYMENT ELIGIBILITY VERIFICATION:** the immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT

BY AND BETWEEN THE CITY OF PLANO, TEXAS AND

THE CITY OF BEDFORD, TEXAS

THIS AGREEMENT is made and entered into by and between the **CITY OF PLANO**, a home-rule municipal corporation located in Collin and Denton Counties, Texas (hereinafter referred to as "**PLANO**"), and the **CITY OF BEDFORD**, a home-rule municipal corporation located in Tarrant County, Texas (hereinafter referred to as "**BEDFORD**").

WHEREAS, Section 271.101, Local Government Code, allows local governments to participate in cooperative purchasing programs which allows the local governments to purchase from a contract currently existing between another local government and a vendor, and such process satisfies the state law competitive bid requirements; and

WHEREAS, **PLANO** currently has a contract for products and/or services, and **BEDFORD** has a need for same and desires to enter into a Cooperative Purchasing Agreement with **PLANO** pursuant to Chapter 271 et seq. (Cooperative Purchasing Program), Local Government Code; and

WHEREAS, **BEDFORD** agrees to prepare, execute, and administer its own contract with the vendor and the City of Plano shall not be a party to **BEDFORD'S** agreement with the vendor.

NOW, THEREFORE, PLANO and BEDFORD, for the mutual consideration hereinafter stated, agree as follows:

I.

EFFECTIVE DATE

The effective date of this Agreement shall be effective upon execution by the parties.

II.

DUTIES OF BEDFORD

BEDFORD agrees to prepare, execute, and administer its own contract with the vendor and **PLANO** shall not be a party to the agreement with the vendor and the other governmental entity. **PLANO** shall have no obligations for payment to vendor for any services or goods incurred by any party other than **PLANO**. Any payments owed the vendor for services or goods shall be paid directly by **BEDFORD**. **BEDFORD** will be responsible for the vendor's compliance with provisions relating to the quality of items and terms of delivery; and any other terms or conditions of its agreement with the vendor.

III.

TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party giving thirty (30) days advance written notice to the other party.

IV.

NOTICE

Notice as required by this Agreement shall be in writing delivered to the parties via facsimile or certified mail at the addresses listed below. Each party shall notify the other in writing within ten (10) days of any change in the information listed in this paragraph.

PLANO

Thomas H. Muehlenbeck
CITY MANAGER
City of Plano
P. O. Box 860358
Plano, Texas 75086-0358
Telephone: (972) 941-7121
Facsimile: (972) 423-9587

BEDFORD

Chuck Barnett
CITY MANAGER
City of Bedford
2000 Forest Ridge Dr.
Bedford, Texas 76021
Telephone: (817) 952-2101
Fax: (817) 952-2103

V.

HOLD HARMLESS

Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this contract.

In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to either party individually under Texas law. **PLANO** shall be responsible for its sole negligence. **BEDFORD** shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between **PLANO** and **BEDFORD** and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

VII.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and this Agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

VIII.

SEVERABILITY

The provisions of this agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause, or phrase of this agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intent to terminate.

IX.

AUTHORITY TO SIGN / CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto. **BEDFORD** has executed this Agreement pursuant to the duly authorized resolution of the **BEDFORD** City Council on April 9th, 2002. **PLANO** has executed this Agreement pursuant to the duly authorized Plano City Council Resolution No. 2002-2-15(R) dated 2-25-02

X.

ASSIGNMENT AND SUBLETTING

The parties agree that the rights and duties contained in this Agreement will not be assigned or sublet without the prior written consent of both parties.

XI.

INTERPRETATION OF AGREEMENT

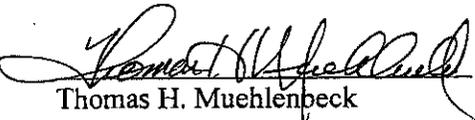
This is a negotiated Agreement, should any part of this Agreement be in dispute, the parties stipulate that the Agreement shall not be construed more favorably for either party.

XII.
REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

EXECUTED in duplicate originals this 9th day of April, 2002.

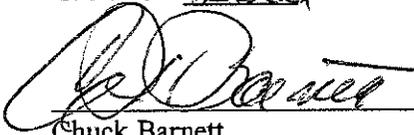
CITY OF PLANO, TEXAS

By: 
Thomas H. Muehlenbeck
CITY MANAGER
P. O. Box 860358
Plano, Texas 75086-0358

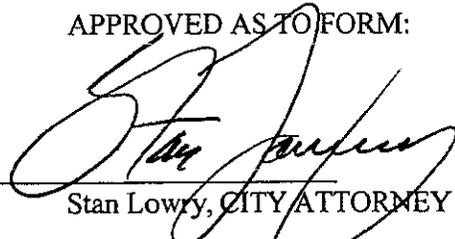
APPROVED AS TO FORM:


for Diane Wetherbee, CITY ATTORNEY

CITY OF ~~Bedford~~ TEXAS

By: 
Chuck Barnett
CITY MANAGER
2000 Forest Ridge Dr.
Bedford, Texas 76021

APPROVED AS TO FORM:


Stan Lowry, CITY ATTORNEY

ACKNOWLEDGMENTS

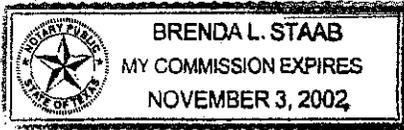
STATE OF TEXAS)

)

CITY OF Bedford TEXAS

COUNTY OF Tarrant)

This instrument was acknowledged before me on the 10th day of April, 2002, by **Chuck Barnett**, City Manager of the **CITY OF BEDFORD, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.



Brenda L. Staab
Notary Public, State of Texas

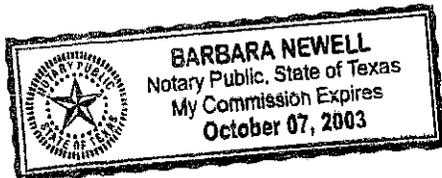
STATE OF TEXAS)

)

CITY OF PLANO, TEXAS

COUNTY OF COLLIN)

This instrument was acknowledged before me on the 25 day of April, 2002 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.



Barbara Newell
Notary Public, State of Texas

RESOLUTION NO. 02-22

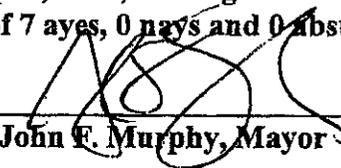
RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER AN INTERLOCAL AGREEMENT WITH THE CITY OF PLANO.

WHEREAS, the City Council of Bedford determines the need for an Interlocal Agreement with the City of Plano;

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

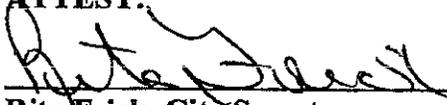
- Section 1. That the City does hereby authorize an Interlocal Agreement with the City of Plano for cooperative purchasing;
- Section 2. That this resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED THIS 9TH day of April, 2002, at a regular meeting of the City Council of the City of Bedford, Texas, by a vote of 7 ayes, 0 nays and 0 abstentions.



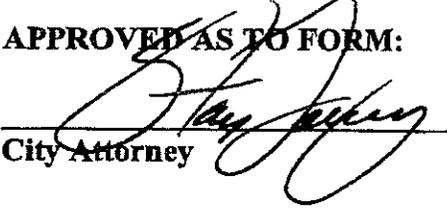
John F. Murphy, Mayor

ATTEST:



Rita Frick, City Secretary

APPROVED AS TO FORM:



City Attorney



accelerate business. anywhere.

Cathy Mirek
Strategic Accounts Manager
Output Solutions

January 30, 2013

Cathy.Mirek@csgi.com
www.csgi.com

Earl S. Whitaker
City of Plano
Buyer Supervisor

VIA EMAIL: earlw@plano.gov

Re: RFP 2012-264-C
Utility Bill Printing, Mailing and Offset Printing Services / Pricing

Dear Mr. Whitaker,

Following the conversations last week between CSG Systems, Inc. ("Contractor") and the City of Plano ("City") and the ambiguities identified during those conversations, Contractor is pleased to offer the following clarification of billable charges, subject to the provisions set forth below.

Contractor will invoice City only for the following billable charges as of the Commencement Date of a new contract between Contractor and City ("Contract"):

Description	Unit of Measure	Price
Original Bill Statements on 8 1/2" x 14" paper - duplex printing	Per Statement	\$0.0720
Delinquent Bill Statements on 8 1/2" x 11" paper - duplex printing	Per Statement	\$0.0715
Insert Pricing	Each Piece	See Insert Pricing Worksheet
Manual Insertion Fee	Per Mail Piece	\$0.4000
Programming and Development	Per Hour	\$125.00

Additional services provided after the Commencement Date, such as Secure eStatements and Print Suppression, shall be provided in accordance with Contractor's Proposal, Exhibit B to the Contract, including pricing.

Please acknowledge acceptance of this letter by signing below.

CITY OF PLANO ("CITY")
 By: [Signature]
 Name: Bruce D. Glasscock
 Title: City Manager
 Date: 02/21/13
 City of Plano

CSG SYSTEMS, INC. ("CONTRACTOR")
 By: [Signature]
 Name: Peter E. Kahn
 Title: President & CEO
 Date: 2/19/13

APPROVED AS TO FORM:

CSG #2501287
[Signature]
 1127 W. Bethel Road, Coppell TX | T 972 462 5404
 Diane C. Wetherbee, CITY ATTORNEY

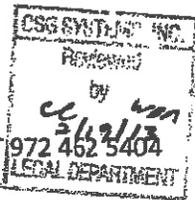


EXHIBIT B
PAGE 1 OF 32



accelerate business. anywhere.

Cathy Mirek
Strategic Accounts Manager
Output Solutions

Cathy.Mirek@csgi.com
972.462.5404
www.csgi.com

Earl S. Whitaker
City of Plano
Buyer Supervisor

Via Email: earlw@plano.gov

November 26, 2012

RE: RFP 2012-264-C Utility Bill Printing, Mailing & Offset Printing Services
BEST AND FINAL OFFER

Dear Mr. Whitaker,

Thank you for the opportunity to present a Best and Final Offer for the Utility Bill Printing, Mailing & Offset Printing Services. I am pleased that we are able to offer a 6% reduction in pricing for the Original and Delinquent Bill Statements:

1.

Original Price Submitted with RFP	Best and Final Offer
\$0.0766 for Original Bill Statements on 8 1/2 x 14" paper – duplex printing	\$0.0720 for Original Bill Statements on 8 1/2 x 14" paper – duplex printing
\$0.0761 for Delinquent Bill Statements on 8 1/2 x 11" paper – duplex printing	\$0.0715 for Delinquent Bill Statements on 8 1/2 x 11" paper – duplex printing

2. The prices submitted on the Insert Pricing Worksheet on October 12, 2012 have already been lowered as much as possible and should be considered our Best and Final Offer. I have re-entered those prices on the Insert Pricing Worksheet that will be returned with this memo.

In addition, as indicated in the Cover Letter in the original RFP response, CSG is offering the implementation of the Search & ViewBill webservice (API) at no additional cost. We have also included a bank of 60 free Programming and Development hours the City can use at its discretion.

CSG has enjoyed servicing the City of Plano's Utility Bill Printing needs since 2001 and we look forward to continuing our long standing partnership.

Sincerely,

Cathy Mirek
Cathy Mirek
Strategic Accounts Manager

Insert Pricing Worksheet							
PRINTING OFF-SET (ACTUAL INSERTS)				RUN SIZE: 82,000			
LINE ITEM	INK	PAPER	# SIDES	EST. ANNUAL FREQUENCY	UNIT	UNIT COST	TOTAL ANNUAL COST
SMALL (6.5" x 3.5")							
6.5" x 3.5"	1 COLOR	80 LB WHITE	ONE	1	EACH PIECE	\$ 0.01025	\$ 840.50
6.5" x 3.5"	1 COLOR	80 LB GLOSS	ONE	1	EACH PIECE	\$ 0.01030	\$ 844.50
6.5" x 3.5"	2 COLOR	80 LB WHITE	ONE	1	EACH PIECE	\$ 0.01185	\$ 955.50
6.5" x 3.5"	2 COLOR	80 LB GLOSS	ONE	1	EACH PIECE	\$ 0.01170	\$ 959.40
6.5" x 3.5"	4 COLOR	80 LB WHITE	ONE	6	EACH PIECE	\$ 0.01385	\$ 9,085.50
6.5" x 3.5"	4 COLOR	80 LB GLOSS	ONE	4	EACH PIECE	\$ 0.01390	\$ 4,558.20
6.5" x 3.5"	1 COLOR	80 LB WHITE	TWO	1	EACH PIECE	\$ 0.01180	\$ 967.50
6.5" x 3.5"	1 COLOR	80 LB GLOSS	TWO	1	EACH PIECE	\$ 0.01185	\$ 971.70
6.5" x 3.5"	2 COLOR	80 LB WHITE	TWO	1	EACH PIECE	\$ 0.01430	\$ 1,172.50
6.5" x 3.5"	2 COLOR	80 LB GLOSS	TWO	1	EACH PIECE	\$ 0.01435	\$ 1,176.70
6.5" x 3.5"	4 COLOR	80 LB WHITE	TWO	1	EACH PIECE	\$ 0.01675	\$ 1,373.50
6.5" x 3.5"	4 COLOR	80 LB GLOSS	TWO	1	EACH PIECE	\$ 0.01680	\$ 1,377.60
MEDIUM (8.5" x 5.5")							
8.5" x 5.5"	1 COLOR	80 LB WHITE	ONE	1	EACH PIECE	\$ 0.01410	\$ 1,156.20
8.5" x 5.5"	1 COLOR	80 LB GLOSS	ONE	1	EACH PIECE	\$ 0.01415	\$ 1,160.30
8.5" x 5.5"	2 COLOR	80 LB WHITE	ONE	1	EACH PIECE	\$ 0.01558	\$ 1,275.92
8.5" x 5.5"	2 COLOR	80 LB GLOSS	ONE	1	EACH PIECE	\$ 0.01550	\$ 1,279.20
8.5" x 5.5"	4 COLOR	80 LB WHITE	ONE	6	EACH PIECE	\$ 0.01850	\$ 9,102.00
8.5" x 5.5"	4 COLOR	80 LB GLOSS	ONE	1	EACH PIECE	\$ 0.01855	\$ 1,521.10
8.5" x 5.5"	1 COLOR	80 LB WHITE	TWO	1	EACH PIECE	\$ 0.01695	\$ 1,397.90
8.5" x 5.5"	1 COLOR	80 LB GLOSS	TWO	1	EACH PIECE	\$ 0.01600	\$ 1,312.00
8.5" x 5.5"	2 COLOR	80 LB WHITE	TWO	1	EACH PIECE	\$ 0.01740	\$ 1,428.80
8.5" x 5.5"	2 COLOR	80 LB GLOSS	TWO	1	EACH PIECE	\$ 0.01745	\$ 1,430.90
8.5" x 5.5"	4 COLOR	80 LB WHITE	TWO	1	EACH PIECE	\$ 0.02035	\$ 1,668.70
8.5" x 5.5"	4 COLOR	80 LB GLOSS	TWO	1	EACH PIECE	\$ 0.02040	\$ 1,672.80
LARGE (8.5" x 11")							
8.5" x 11"	1 COLOR	80 LB WHITE	ONE	1	EACH PIECE	\$ 0.02525	\$ 2,070.50
8.5" x 11"	1 COLOR	80 LB GLOSS	ONE	1	EACH PIECE	\$ 0.02560	\$ 2,099.20
8.5" x 11"	2 COLOR	80 LB WHITE	ONE	1	EACH PIECE	\$ 0.02685	\$ 2,201.70
8.5" x 11"	2 COLOR	80 LB GLOSS	ONE	1	EACH PIECE	\$ 0.02680	\$ 2,205.80
8.5" x 11"	4 COLOR	80 LB WHITE	ONE	3	EACH PIECE	\$ 0.02880	\$ 7,109.40
8.5" x 11"	4 COLOR	80 LB GLOSS	ONE	1	EACH PIECE	\$ 0.02895	\$ 2,373.90
8.5" x 11"	1 COLOR	80 LB WHITE	TWO	1	EACH PIECE	\$ 0.02770	\$ 2,271.40
8.5" x 11"	1 COLOR	80 LB GLOSS	TWO	1	EACH PIECE	\$ 0.02776	\$ 2,275.50
8.5" x 11"	2 COLOR	80 LB WHITE	TWO	1	EACH PIECE	\$ 0.02930	\$ 2,402.80
8.5" x 11"	2 COLOR	80 LB GLOSS	TWO	1	EACH PIECE	\$ 0.02935	\$ 2,406.70
8.5" x 11"	4 COLOR	80 LB WHITE	TWO	1	EACH PIECE	\$ 0.03135	\$ 2,570.70
8.5" x 11"	4 COLOR	80 LB GLOSS	TWO	1	EACH PIECE	\$ 0.03140	\$ 2,574.80
						TOTAL ANNUAL COST	\$ 81,169.32

*Calculate pricing based on production runs of 82,000 pieces

CSG

Bid Contact **Cathy Mirek**
cathy.mirek@csqi.com
 Ph 214-621-1253

Address **1122 W. Bethel Rd, Suite 100**
Coppell, TX 75019

Bid Notes **CSG appreciates the opportunity to respond to this RFP and we look forward to discussing how we can continue to be a valued partner to the City of Plano. Please note there are two forms included in the Exceptions document, simply as a means of ensuring delivery to the City.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Atch.	Docs
2012-264-C-01-01	ORIGINAL BILL STATEMENTS 8 1/2 X 14	Supplier Product Code: Supplier Notes: Unit Price includes data processing, duplex laser printing with black and highlight blue toner, folding and inserting into #10 or 6x9 envelope. 8.5 x 14" 24lb paper with perforation 3.5" from bottom, double window #10 carrier envelope and single window #9 reply envelope.	First Offer - \$0.0766	1015345 / each	\$77,775.427	Y	Y
2012-264-C-01-02	DELINQUENT BILL STATEMENTS 8 1/2 X 11	Supplier Product Code: Supplier Notes: Unit Price includes data processing, duplex laser printing with black and highlight blue toner, folding and inserting into #10 or 6x9 envelope. 8.5 x 11" 24lb paper with perforation 3.5" from bottom, double window #10 carrier envelope and single window #9 reply envelope.	First Offer - \$0.0761	62877 / each	\$4,784.9397	Y	Y
2012-264-C-01-03	TOTAL FROM INSERT PRICING WORKSHEET	Supplier Product Code: Supplier Notes: Contractor has provided pricing for the Insert Pricing Worksheet with the following assumptions: 1. Prices include ground shipping which requires a 2-week lead time after all approvals are received. 2. Prices are based on a volume of 82,000 pieces each (which is current insert order volume CSG places for the City of Plano). 3. Prices are assuming each piece will have a bleed. 4. Any job that does not fall into any of the	First Offer - \$1.6915	1 / lot	\$1.6915		Y

EXHIBIT B
 PAGE 4 OF 32

categories quoted will be treated as one-off jobs and handled by normal quoting process.

5. Line #8 on the worksheet is a duplicate of Line #6 (Medium 8.5" x 5.5" 1x/4c/60lb gloss). CSG repeated the price for Line #6 for Line #8. If a price for an insert meeting a different specification is required, please contact Cathy Mirek at CSG, (972.462.5404 or cathy.mirek@csgi.com)

Supplier Total **\$82,562.0582**

EXHIBIT B
PAGE 5 OF 32



Council Agenda Background

PRESENTER: Clifford Blackwell, CGFO
Director of Administrative Services

DATE: 11/26/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into an amended agreement with DataProse, LLC to add the “NetBill” on-line bill presentment and collection package plus the additional services listed in the Schedule 1.0 to the current contract for the production and mailing of utility bills.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In June 2001, the City of Bedford contracted with DataProse, LLC to produce (print, fold, and insert) and mail out utility bills. In October 2007, the City amended the contract to include “NetBill” services. NetBill is an on-line presentment and collection package that allows Bedford customers to search and view bills via a website. In addition, it allows customers the opportunity to pay for utility bills on-line with a credit/debit card.

In August of 2012, the City of Plano submitted an RFP for utility bill printing, mailing and offset printing services. DataProse LLC, (formerly DP2 Billing Solutions) was assigned Plano’s contract after buying out its parent company, CSG Systems, who was originally awarded the bid.

Since the City of Bedford has a blanket inter-local purchasing agreement with the City of Plano, staff is recommending that the City Council authorize the City Manager to enter into an assignment of contract with DataProse, LLC, thus piggy-backing off of the Plano contract. While reviewing the new contract, it was determined that the City of Plano waived both “NetBill” services as well as additional insert services. These services are currently provided to the City of Bedford under the old contract and staff does not wish to remove these services from its customer base. Staff recommends amending the new contract with DataProse, LLC to account for additional services that are not included in the City of Plano’s contract.

These services are already included in the City’s old contract pricing and therefore will not impact the current year operational costs once the new contract is amended to include these same services.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an amended agreement with DataProse, LLC to add the “NetBill” on-line bill presentment and collection package plus the additional services listed in the Schedule 1.0 to the current contract for the production and mailing of utility bills.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Amendment to the Agreement
Schedule of Services

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED AGREEMENT WITH DATAPROSE, LLC TO ADD THE "NETBILL" ON-LINE PRESENTMENT AND COLLECTION PACKAGE PLUS THE ADDITIONAL SERVICES LISTED IN SCHEDULE 1.0 TO THE CURRENT CONTRACT FOR THE PRODUCTION AND MAILING OF UTILITY BILLS.

WHEREAS, the City of Plano currently has a contract for products and/or services with DataProse, LLC, and the City of Bedford has a need for the same and desires to enter into a Cooperative Purchasing Agreement with the City of Plano pursuant to Chapter 271.101, of the Local Government Code for those services; and,

WHEREAS, the City of Plano has elected to waive additional services provided by DataProse, LLC; and,

WHEREAS, the City Council of Bedford determines the need for providing water customers with all the additional services provided by DataProse, LLC.

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

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

SECTION 2. That the City does hereby authorize the City Manager to enter into an amended agreement with DataProse, LLC by adding "NetBill" on-line presentment and collection package as well as adding inserts services to the current agreement.

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

PRESENTED AND PASSED this 26th day of November 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

**AMENDMENT TO THE
CONTRACT BY AND BETWEEN
CITY OF BEDFORD, TEXAS AND
DATAPROSE, LLC
FOR UTILITY BILL PRINTING AND MAILING**

THIS **AMENDMENT** to the contract (**PLANO BID No. 2012-264-C**) is made and entered this **26th day of November 2013** by and between the **CITY OF BEDFORD, TEXAS ("CLIENT")** and **DATAPROSE LLC ("DATAPROSE")**.

WHEREAS, the Client and DataProse entered into an assigned contract for utility bill printing and mailing (the "Contract") services that is originally agreed to by and between the City of Plano, Texas (**Bid No. 2012-264-C**) on or about the DATE concerning procurement of services for the printing and mailing of the City's utility bills.

Paragraph I is amended to include the following:

**I.
SCOPE OF SERVICES**

DataProse agrees to provide to Client all Goods and Services as described in **SCHEDULE 1.0 ("Fees for Goods and Services")**, **SCHEDULE 2.0**, & **SCHEDULE 3.0-3.2** and Client agrees that DataProse shall be its exclusive provider of these Goods and Services during the term of this Agreement. During the term of this Agreement, the Client agrees to furnish data and documentation for, and DataProse agrees to produce a minimum monthly quantity of 12,000 bills ("Minimum Commitment"), based upon the rates and terms provided herein. In the event that Client does not fulfill the Minimum Commitment, then the Client shall pay to DataProse a minimum process fee ("Minimum Processing Fee") in an amount that shall be calculated based upon the Minimum Commitment and the rates and terms provided herein.

Paragraph II is amended to be replaced by the following:

**II.
TERM OF CONTRACT**

The initial term of this Agreement shall commence as of the Effective Date, and shall continue for a period of not less than five (5) years, ending on the fifth anniversary of the initial production run, unless terminated earlier in accordance with provisions found elsewhere in this Agreement. This Agreement shall renew itself for successive one (1) year terms unless written notice of cancellation is received by one party from the other at the end of the initial term or at the end of any succeeding one (1) year renewal term(s) by sending written notice of non-renewal to the other party no earlier than one hundred fifty (150), and no later than ninety (90), days before the expiration of the then current term.

Paragraph IV is amended to include the following:

**IV.
PAYMENT**

COMPENSATION: In full and complete compensation for all Goods and Services provided by DataProse according to rates set forth in **Schedule 1.0**. DataProse will provide an invoice to Client after each production run consisting of the fees, as outlined in **Schedule 1.0** and postage used. Invoices are due upon receipt and will be considered past due if not paid within 30 days. A monthly late charge will be assessed on invoices not paid within thirty (30) days. The late payment charge will be the lesser of (i) 1-1/2% per month, and (ii) the applicable maximum

lawful rate of interest, applied to the invoice amount unpaid thirty (30) days after billing to Client. The prices charged by DataProse to Client for Goods and Services listed in Schedule 1.0 will not be increased for a period of twelve (12) months from the Effective Date of this Agreement ("Pricing Period"). All DataProse prices are subject to increase following this initial Pricing Period or any other subsequent Pricing Period, upon written notice to Client. The rate of any price increase **shall not exceed ten percent (10%)** at the completion of any Pricing Period. In the event Client cancels the Agreement as allowed under the provisions of this Agreement, then payment for all Goods and Services delivered and/or rendered between the cancellation notification date and the effective date of the cancellation shall be due concurrently upon delivery and/or rendering of such Goods and Services. If the Client is a city, county, municipality or other government entity and the compensation payable to DataProse under this Agreement is subject to future appropriation of funds, Client will notify DataProse at least thirty (30) days in advance of the completion date of each appropriation cycle during the term of the Agreement.

POSTAGE: Client must maintain a permanent postage deposit in connection with this Agreement. Client shall deposit in advance with DataProse the initial sum specified on **Schedule 2.0** as the permanent postage deposit. The amount required to be maintained on deposit with DataProse may be changed on a periodic basis due to changes in Client's volume, postage usage, postal rates or payment history. Client will be notified in writing and in advance if the deposit amount is changed. Upon termination of this Agreement, DataProse shall return the deposit amount to Client after payment for all Goods and Services and postage has been paid by the Client. If this Agreement is terminated due to default of Client, DataProse may apply any of the Client's funds it holds against any sum owed by Client to DataProse upon termination of this Agreement. If Client fails to maintain the deposit at the required levels, or if Client fails to maintain current status of all invoices as described in **COMPENSATION** paragraph, or fails to notify DataProse that funds have been appropriated to meet Client's obligations under this agreement, DataProse may immediately suspend its performance under this agreement and will hold Client's materials until the deposit is received.

Paragraph XVIII is amended to include the following:

XVIII. CONTRACT INTERPRETATION

CONFIDENTIALITY: Each party agrees that any and all data, reports and documentation supplied by the disclosing party or its or its affiliates or third parties on disclosing party's behalf, which are confidential shall be, subject only to the disclosure required for the performance of receiving the party's obligations hereunder, held in strict confidence and shall be disclosed or otherwise disseminated by receiving party without the consent of disclosing party, except as required by applicable law, regulation or legal proceeding.

THIS AMENDMENT MAY ONLY BE AMENDED BY WRITTEN AGREEMENT EXECUTED BY ALL PARTIES HERETO.

The Contract shall remain in full force and effect except to the extent it is modified by any Amendments. In the event there is a conflict between the Amendment and the Contract, the Contract shall control. All Amendments and the Contract embody the entire agreement between the parties regarding the subject matter hereof. There are no oral understandings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DATA PROSE

LLC

Date: _____

By: _____

Name: Curtis Nelson

Title: C.O.O.

CITY OF BEDFORD, TEXAS

Date: _____

By: _____

Name: Beverly Griffith

Title: CITY MANAGER

APPROVED AS TO FORM:

Stan Lowry, CITY ATTORNEY

Schedule 1.0 – Fees for Goods & Services

Bill Package (Includes: data processing & simplex, 2-color, laser imaging, 8.5x11 white paper, perforated at 3.5" from bottom, #10 window env., #9 single window reply env., folding, inserting, presorting and delivery to USPS)	\$0.072	Per Bill
Search & ViewBill (Archive Package Includes: data processing, archive creation, search, access & hosting of archive files for 12 months from creation date – Minimum Monthly fee - \$150)	\$0.010	Per Bill
NCOALink – Automated address update service	\$0.250	Per Address Correction
NetBill (Includes: Internet bill presentment, 24x7 access to customer bills, hosted on DataProse servers, posting of invoices, email notification of bill availability to customer, payment facilitation)	\$400.000	Per Month
<ul style="list-style-type: none"> Credit Card Transaction Fee ACH Transaction Fee 	\$0.350 \$0.60 or 1.25% <small>(Whichever is greater)</small>	Per CC Transaction Per ACH Transaction
Additional Impressions	\$0.050	Per Impression
Bill Suppression (data processing only – Group Y & Z)	\$0.050	Per Bill
Oversized Surcharge (8-99 page bills – Group C)	\$0.200	Per Bill
Oversized Surcharge (100+ page bills – Group D & E)	\$4.000	Per Bill
Oversized archive surcharge (Group E only)	\$0.100	Per Bill
Additional Inserts	\$0.005	Per Insert
Offline Folding	\$0.005	Per Piece
Technical Services (including additional set-up beyond standard, formatting or custom reports, conditional logic & insert/forms composition)	\$125.000	Per Hour
Freight, Courier & Air Delivery	Cost	Per Request
Fuel Surcharge	\$10.000	Per Invoice
Minimum Daily Processing/Production Fee	\$75.000	Per Day
Postage (1 oz.)	\$0.384	Per Bill

Schedule 2.0 – Permanent Postage Deposit

Permanent Postage Deposit (Based on two (2) months estimated volume)	\$10,752.00	(2 mos. * \$0.384)
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Schedule 3.0 – Performance Guarantee

DataProse will deliver Client's bills within an average of 24 hours from the applicable Determination Date (defined below). Such average time period will be determined by measuring the number of elapsed business days between each respective Determination Date and the date which 95% or more of the Client's bills were mailed for consecutive three (3) month period or a minimum of six (6) production cycles.

Schedule 3.1 – Determination Date

The "Determination Date" is the date which data is received via electronic transmission if prior to 12:00 PM (Noon), Central Time. If data is received after 12:00 PM (Noon), Central Time, the Determination Date is the business day immediately following the date data is received. If data is received on a non-business day (weekend or national holiday) the Determination Date will be the next consecutive business day.

Schedule 3.2 – Approval and/or Business Rule Exception

If an Approval has been required by the Client and defined in the business rules for each production run, then the Determination Date will be set by the date and time of the Approval instead of the receipt of data as defined above. As to any production run, the Performance Guarantee will not apply if Client has not provided all data and documentation necessary (as dictated by required business rules) to permit DataProse to produce the bills in a timely manner, or if Client fails to approve or report required changes to DATAPROSE in order to complete the work in a timely manner.



Council Agenda Background

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

DATE: 11/26/13

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 J. Richard Perkins, P.E., for the following: (1) periodic staff review of plats and construction/site plans for private developments within the City; (2) periodic review of construction plans from other engineering consultants under contract with the City for the design of public improvements; and (3) consulting, review, oversight, design and general administration of ongoing City projects and other public works projects as determined by the Public Works Director.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Public Works Department proposes to continue the professional services contract with J. Richard Perkins, P.E. Mr. Perkins was a principal in the firm of Teague Nall and Perkins, Inc. He has retired from the firm but continues to practice on a part time basis. Mr. Perkins's experience uniquely qualifies him for the job. He is a long time resident of Bedford and is very familiar with the infrastructure in Bedford. While employed with Teague Nall and Perkins, Inc., he was directly involved in public and private development within the City. The breadth and depth of his experience will be invaluable.

Total payments for expenses, costs, and professional services shall be made at an hourly reimbursable rate of \$95.00 per hour and shall not exceed \$32,600 per year. This is an increase in the rate from last year (\$85.00/hr). This is the first increase requested by Mr. Perkins in over five years.

Mr. Perkins will continue to work reviewing plans involved with construction of the North Tarrant Expressway (NTE). The term of the contract shall be for a period of one year from the date of City Council award. The contract can be renewed for two successive full year periods upon mutual agreement of both parties. This contract will provide significant savings to the City as opposed to hiring a full time employee to perform this work.

There is no impact on the Fiscal Year 13/14 budget as the not to exceed amount of \$32,600 has not changed from previous years and cannot be exceeded without further authorization.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a professional services contract with J. Richard Perkins, P.E., for the following: (1) periodic staff review of plats and construction/site plans for private developments within the City; (2) periodic review of construction plans from other engineering consultants under contract with the City for the design of public improvements; and (3) consulting, review, oversight, design and general administration of ongoing City projects and other public works projects as determined by the Public Works Director.

FISCAL IMPACT:

Funding for this contract will come from the Engineering Services Division of the Public Works Department.

ATTACHMENTS:

Resolution
Contract

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH J. RICHARD PERKINS, P.E., FOR THE FOLLOWING: (1) PERIODIC STAFF REVIEW OF PLATS AND CONSTRUCTION/SITE PLANS FOR PRIVATE DEVELOPMENTS WITHIN THE CITY; (2) PERIODIC REVIEW OF CONSTRUCTION PLANS FROM OTHER ENGINEERING CONSULTANTS UNDER CONTRACT WITH THE CITY FOR THE DESIGN OF PUBLIC IMPROVEMENTS; AND (3) CONSULTING, REVIEW, OVERSIGHT, DESIGN AND GENERAL ADMINISTRATION OF ONGOING CITY PROJECTS AND OTHER PUBLIC WORKS PROJECTS AS DETERMINED BY THE PUBLIC WORKS DIRECTOR.

WHEREAS, the City Council of Bedford, Texas determines that a professional services contract be awarded to J. Richard Perkins, P.E.; and,

WHEREAS, this contract will provide significant savings to the City of Bedford.

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

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

SECTION 2. That the City Manager is authorized to enter into a professional services contract with J. Richard Perkins, P.E., for the following: (1) periodic staff review of plats and construction/site plans for private developments within the City; (2) periodic review of construction plans from other engineering consultants under contract with the City for the design of public improvements; and (3) consulting, review, oversight, design and general administration of ongoing City projects and other public works projects as determined by the Public Works Director.

SECTION 3. That the term of this contract shall be for a period of one year from the date of City Council award and that this contract can be renewed for two successive full year periods upon mutual agreement of both parties.

SECTION 4. That funding for this contract will come from the Engineering Services Division budget of the Public Works Department.

PRESENTED AND PASSED this the 26th day of November 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

STATE OF TEXAS

COUNTY OF TARRANT

ENGINEERING SERVICES CONTRACT

THIS CONTRACT, by and between the **CITY OF BEDFORD**, a municipal corporation located in Tarrant County, Texas, hereinafter called "City", and J. Richard Perkins, a registered professional engineer, hereinafter called "Engineer", evidences the following:

WHEREAS, the City desires professional services for the following: (1) periodic staff review of plats and construction/site plans for private developments within the City; (2) periodic review of construction plans from other engineering consultants under contract with the City for the design of public improvements (except as enumerated in paragraph 3 below); (3) consulting, review, oversight, design, and general administration of ongoing City projects and other public works projects as determined by the Public Works Director that may be initiated during the term of this Agreement.

WHEREAS, Engineer represents that he is qualified and capable of performing the professional services proposed herein and is willing to enter into this Contract with City to perform said services;

NOW THEREFORE, the parties in consideration of the terms and conditions contained herein agree as follows:

1. EMPLOYMENT OF THE PROFESSIONAL

Engineer agrees to perform professional services as set forth in the following sections of this Contract, and City agrees to pay, and Engineer agrees to accept fees as set forth in the following sections as full and final compensation for all services provided under this Contract.

2. CONTRACT ADMINISTRATION

Its duly authorized official shall administer this Contract on behalf of the City by the City Manager or his/her designated representatives, and on behalf of the Engineer.

3. ENGINEER'S SERVICES

The Engineer agrees to render services as outlined herein, with the exception of the review of construction plans prepared by Teague Nall and Perkins, Inc. Others could construe such reviews as a conflict of interest due to Engineer's previous association with this firm.

4. PAYMENT FOR SERVICES

- A. Payment for services will be computed on an hourly reimbursable basis to determine the payment due for services.
- B. Payments shall also include Direct Non-Labor expenses, which in general include expenses for supplies, reproduction, transportation, equipment, travel, communication, subsistence and lodging away from home, and similar incidentals.

The Direct Non-Labor expenses shall be reimbursable at actual invoice cost plus 10%, except for living and travel expenses when away from the Engineer's home on business connected with the Contract services. All travel outside of the Dallas/Fort Worth Metropolitan Area to be made, which are reimbursable at actual invoice cost, by the Engineer in connection with this Contract must first be approved in writing by the Public Works Director.

- C. Subcontractor cost shall be reimbursed at the actual invoice cost plus 10%.
- D. Engineer shall submit itemized monthly reports for Services, Direct Non-Labor Expenses, and for subcontractor's costs incurred. The City shall make monthly payments of the amounts shown in the Engineer's monthly reports.
- E. Total payments for expenses, costs, and professional services, shall be made at an hourly reimbursable rate of \$95.00 per hour and shall not exceed \$32,600.00 per year for each year of the contract.
- F. Nothing contained in this article shall require City to pay for any work which is unsatisfactory as reasonably determined by the Public Works Director or which is not submitted in compliance with the terms of this Contract. City shall not be required to make any payments to the Engineer when the Engineer is in default under this Contract; nor shall this paragraph constitute a waiver of any right, at law or in equity, which City may have if the Engineer is in default, including the right to bring legal action for damages or for specific performance of this Contract.

5. OWNERSHIP OF DOCUMENTS

All information and other data given to, prepared, or assembled by Engineer under this Contract, and other related items shall become the sole property of City and shall be delivered to City, without restriction on future use. Engineer may make copies of any and all documents and items for his files. Engineer shall have no liability for changes made to or use of the documents generated during the term of this Contract by anyone subsequent to the completion of the Contract.

City shall require that any such change or other use shall be sealed by the Engineer making that change or use and shall be appropriately marked to reflect what was

changed or modified.

6. SERVICES BY CITY

City shall provide the following services under this Contract.

- A. Provide available criteria and information to the Engineer as City's requirement for each assignment related to the Contract. Such data would include, but not be limited to, contract documents of current projects, studies, well logs, master plans, FEMA 100-year flood maps, etc.
- B. Provide all available City of Bedford drawings, maps, and notes relating to existing public facilities within the scope of each Contract assignment.

7. CONTRACT PERIOD

The term of this contract shall be for a period of one year from the date of City Council award. This contract can be renewed for two successive full year periods upon mutual agreement of both parties.

8. NOTICE TO PROCEED

City shall have complete control of the services to be rendered and no work shall be done under this Contract until the Engineer is instructed in writing to proceed.

9. TERMINATION OF CONTRACT

City may indefinitely suspend further work hereunder or terminate this Contract or any phase of this Contract upon thirty days prior written notice to the Engineer with the understanding that immediately upon the receipt of such notice all work and labor being performed under this Contract shall cease immediately. Before the end of the thirty day period, Engineer shall invoice the City for all work accomplished by him prior to the receipt of such notice. No amount shall be due for lost or anticipated profits. All data related to the Contract shall become property of the City upon termination of the Contract and shall be promptly delivered to City in a reasonably organized form without restriction on future use except as stated in Article 5. Should City subsequently contract with a new consultant for continuation of services on the Contract, Engineer shall cooperate in providing information.

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Approval by City shall not constitute nor be deemed a release of the responsibility and liability of the Engineer, its employees, associates, agents, and consultants for the accuracy and competency of their work; nor shall approval be deemed to be an assumption of such responsibility by City for any defect in the work prepared by the Engineer, its employees, subcontractors, agents, and consultants.

11. EQUAL EMPLOYMENT OPPORTUNITY

- A. The Engineer shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, or place of birth. The Engineer shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, religion, sex, ancestry, national origin, or place of birth.
- B. If the Engineer fails to comply with the Federal Laws relating to Equal Employment Opportunity, it is agreed that the City at its option may do either or both of the following:
 - 1) Cancel, terminate, or suspend the Contract in whole or in part;
 - 2) Declare the Engineer ineligible for further City Contracts until he is determined to be in compliance.

12. AMENDMENTS

This Contract may be amended or supplemented in any particular only by written instrument and only as approved by resolution of City Council or the City Manager, except for termination under Section 9, TERMINATION OF CONTRACT, which may be accomplished by the City Manager or his/her designated representative as identified in Section 9, TERMINATION OF CONTRACT.

13. COMPLIANCE WITH LAWS, CHARTERS, AND ORDINANCES, ETC.

The Engineer, his consultants, agents, employees, and subcontractors shall comply with all applicable Federal and State Laws, the Charter and Ordinances of the City of Bedford, and with all applicable rules and regulations promulgated by all local, state, and national boards, bureaus, and agencies existing and published before the date of this contract.

14. RIGHT OF REVIEW

Engineer agrees that City may review any and all of the work performed by Engineer under this Contract. City is hereby granted the right to audit at City's election, all of the Engineer's records and billings related to the performance of this Contract. Engineer agrees to retain such records for a minimum of three (3) years following completion of this Contract.

15. CONFLICT OF INTEREST

No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position with the City. Any violation of this section with knowledge, expressed or implied, of the person or corporation contracting with the City shall render the Contract involved

voidable by the City Manager or the City Council.

16. CONTRACT PERSONAL

This Contract is for personal and professional services, and the Engineer shall not assign this Contract, in whole or in part, without the prior written consent of the City.

17. NOTICES

All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing the same in the United States Mail at the address shown below unless and until either party is otherwise notified in writing by the other party at the following addresses. Mailed notices shall be deemed communicated after five days.

If intended for Bedford to:

Beverly Griffith
Contact Person

City Manager
Title

City of Bedford
2000 Forest Ridge Drive
Bedford, Texas 76021
(817) 952-2109

If intended for Engineer, to:

J. Richard Perkins, P.E.
Contact Person

Consultant
Title

J. Richard Perkins, P.E.
Firm Name

3925 Laurel Lane
Address

Bedford, Texas 76021
City, State, Zip Code

(817) 354-8750
Telephone No.

18. INDEPENDENT CONTRACTOR

In performing services under this Contract, Engineer is performing services of the type performed prior to this Contract; and Engineer by the execution of this Contract does not change the independent status of the Engineer. No term, or provision hereof, or act of Engineer in the performance of this Contract shall be construed as making Engineer the agent, servant, or employee of the City of Bedford.

19. INDEMNITY

Engineer agrees to defend, indemnify, and hold City whole and harmless against claims for damages, costs, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, error or omission of Engineer, or any agent, servant, or employee of Engineer in the execution or performance of this Contract, without regard to whether such persons are under the direction of City agents or employees.

This provision shall not be deemed to apply liability for damage that is caused by or results from the negligence of the City of Bedford or its employees or other's agents.

20. INSURANCE

Engineer agrees to maintain workmen's compensation insurance to cover all of its own personnel engaged in performing services for client under this agreement. Engineer also agrees to maintain public liability insurance covering claims against Engineer for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this agreement.

21. VENUE

The obligations of the parties to this Contract are performable in Tarrant County, Texas; and if legal action is necessary to enforce it, exclusive venue shall lie in Tarrant County, Texas.

22. APPLICABLE LAWS

This Contract is made subject to the provisions of the Bedford Code, other City Ordinances, Standards, Bedford Specifications for materials and construction, as amended, and all State and Federal Laws.

23. GOVERNING LAWS

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

24. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof; and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

25. PUBLISHED MATERIAL

Engineer agrees that the City shall review and approve any written material about City projects and/or activities prior to being published by the Engineer.

26. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter any substance of the terms and conditions of this Contract.

27. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto

and their respective heirs, executors, administrators, successors, and, except as otherwise provided in this Contract, their assigns.

28. ENTIRE AGREEMENT

This Contract (pages 1 thru 7) embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Contract.

IN WITNESS WHEREOF, the parties hereby have executed this agreement in duplicate originals on this date, the _____ day of _____, 2013.

J. Richard Perkins, P.E.
Firm Name

CITY OF BEDFORD

Signature

City Manager

Consultant
Title

3925 Laurel Lane
Address

APPROVED AS TO FORM:

Bedford, Texas 76021

City, State, Zip Code

City Attorney

ATTEST _____



Council Agenda Background

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

DATE: 11/26/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Bedford and Tarrant County for street improvements on Martin Drive from Park Avenue to Cummings Drive, and Cummings Drive from SH 157 to SH 121.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Public Works staff has worked with the staff of Gary Fickes, Tarrant County Commissioner Precinct 3, to develop an Interlocal Agreement for street improvements.

The Agreement includes milling and overlaying 19,361 square yards of roadway on Martin Drive from Park Avenue to Cummings Drive and 4,764 square yards of roadway on Cummings Drive from SH157 to SH 121. The County agrees to provide the labor and equipment necessary for the work on the proposed project. The City agrees to provide the rest of the work necessary to complete the project.

The total estimated cost to the City for materials, milling, and various other items for Cummings Drive is \$58,517.21 The total estimated cost to the City for materials, milling, and various other items for Martin Drive is \$203,589.99. The total cost the combined projects is \$262,107.20. If the City had to bid both projects, the cost could exceed \$304,775.81. Having Tarrant County provide the labor and equipment for placing the HMAC will result in an estimated savings of \$36,695.00.

These projects were reviewed and approved by the Street Improvement Economic Development Corporation on July 15, 2013. The budget for 4B FY 13/14 Contractual Services for Martin Drive is \$392,000 and for Cummings Drive is \$59,330.00.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an Interlocal agreement between the City of Bedford and Tarrant County for street improvements on Martin Drive from Park Avenue to Cummings Drive, and Cummings Drive from SH 157 to SH 121.

FISCAL IMPACT:

SIEDC 4B Martin/Cummings Budget	\$451,330.00
Total Project Cost	\$262,107.20
Difference	\$189,222.80

ATTACHMENTS:

Resolution
Interlocal Agreement
Maps

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BEDFORD AND TARRANT COUNTY FOR STREET IMPROVEMENTS ON MARTIN DRIVE FROM PARK AVENUE TO CUMMINGS DRIVE, AND CUMMINGS DRIVE FROM SH 157 TO SH 121.

WHEREAS, this Interlocal Agreement is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code; and,

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and,

WHEREAS, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and,

WHEREAS, each governing body agrees to share in the cost of the services.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into an Interlocal Agreement between the City of Bedford and Tarrant County for street improvements on Martin Drive from Park Avenue to Cummings Road, and Cummings Drive from SH 157 to SH 121.

SECTION 3. That funding in the amount of \$262,107.20 for both projects will come from the Street Improvement Economic Development Corporation Budget.

PRESENTED AND PASSED this 26th day of November 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

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

BACKGROUND

This Interlocal Agreement is between County of Tarrant ("COUNTY"), and the City of Bedford ("CITY");

Sections 791.001 – 791.029 of the Texas Government Code provide legal authority for this Agreement;

During the performance of the governmental functions and the payment for the performance of those governmental functions the parties will make the performance and payment from current revenues legally available to that party; and

The Commissioners Court of the COUNTY and the City Council of the CITY each find:

- a. This Agreement serves the common interest of both parties;
- b. This Agreement will benefit the public;
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and COUNTY have authorized their representative to sign this Agreement.

The Parties therefore agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

COUNTY will furnish the labor and equipment for the following project:

- A. **Martin Dr. (Park Ave. - Cummings) – *place a two-inch HMAC type "D" surface on the roadway that has been milled off by a contractor (approximately 3,997 linear feet).***

- B. *Cummings Dr. SH 157 – SH121 – place a two-inch HMAC type “D” surface on the roadway that has been milled off by a contractor and reconstruct the three-foot shoulders with Flex-Base (approximately 1,095 linear feet).***

2. CITY RESPONSIBILITY

- 2.1 CITY will furnish all materials for the project and pay trucking charges.
- 2.2 CITY will furnish a site for dumping waste materials generated during this project.
- 2.3 CITY will furnish all rights of way, plan specifications and engineering drawings and/or laboratory testing.
- 2.4 CITY will furnish necessary traffic controls including Type A barricades to redirect traffic flow to alternate areas during the construction phase of the project.
- 2.5 CITY will coordinate and be responsible for the replacement of all related signs as necessary.
- 2.6 CITY will provide the COUNTY with a hydrant meter and all the water necessary for the project at no cost to the COUNTY.
- 2.7 CITY will adjust/repair all utilities, manholes and valve boxes.
- 2.8 CITY agrees to pay the COUNTY for one-half the cost of the fuel used for the project.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY within 30 days of project completion. Upon expiration of 30 days after project completion, the CITY becomes responsible for maintenance of the project.

4. NO WAIVER OF IMMUNITY

This agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by CITY, the COUNTY may apply permanent striping;
- 5.2 If necessary, COUNTY may furnish flag persons;
- 5.3 If required, the CITY will pay for engineering services, storm water run-off plans, and continuation of services and plan;

6. TIME PERIOD FOR COMPLETION

CITY will give the COUNTY notice to proceed at the appropriate time. However, COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

The parties do not enter into this contract to protect any specific third party. The intent of this contract excludes the idea of a suit by a third party beneficiary. The parties to this agreement do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this contract does not create a partnership or joint venture between the parties. This agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed.

CITY OF BEDFORD

COUNTY OF TARRANT

Date: _____

B. Glen Whitley, County Judge

Date: _____

Gary Fickes, Commissioner Pct 3

Date: _____

Attest:

Attest:

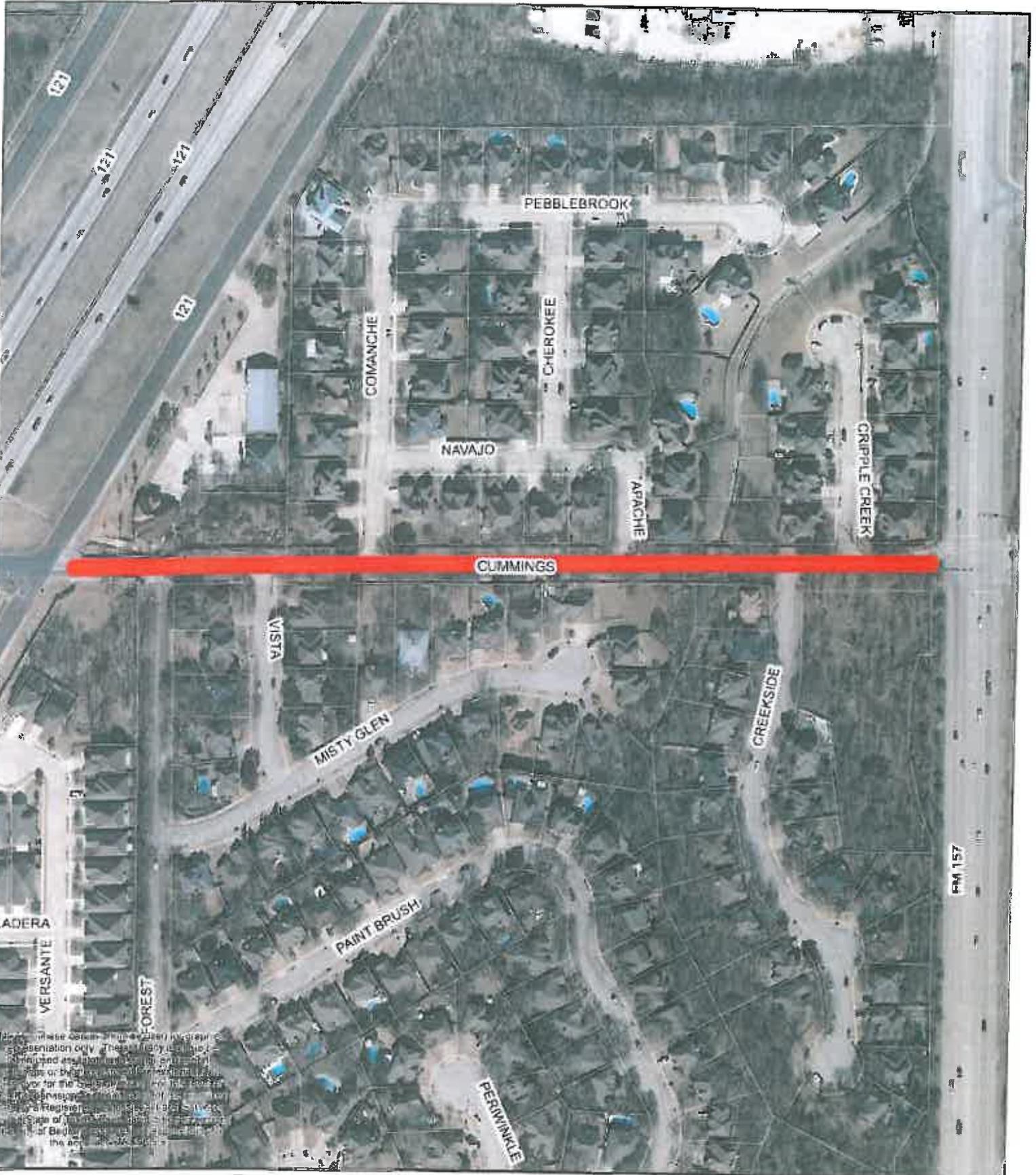
APPROVED AS TO FORM

APPROVED AS TO FORM AND
LEGALITY

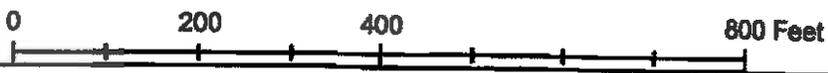
City Attorney

Assistant District Attorney

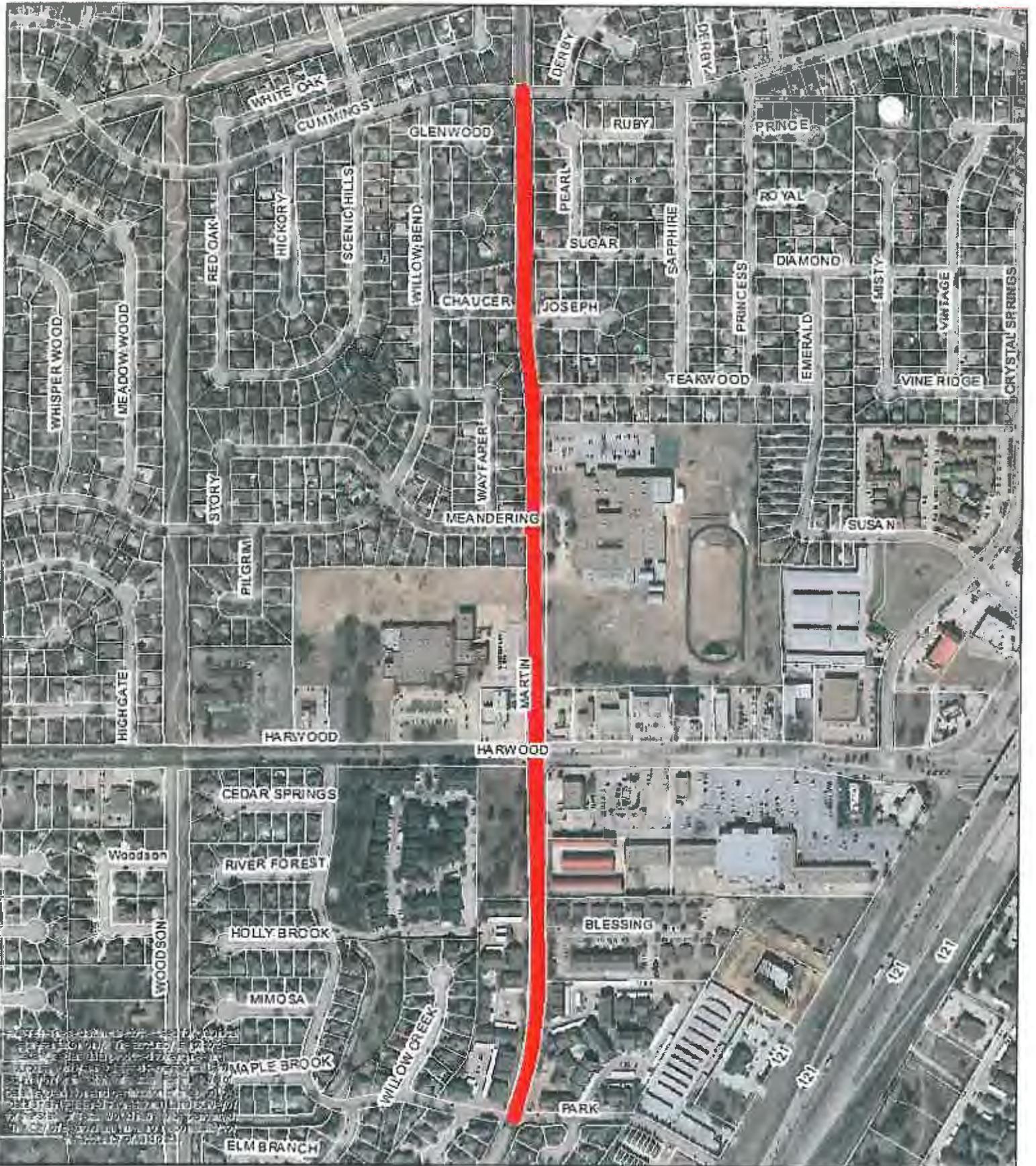
By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).



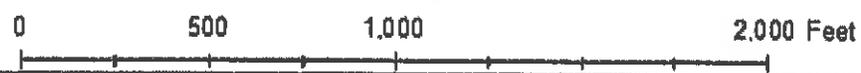
Cummings Dr. Mill and Overlay



This document is for informational purposes only. It is not intended to be used as a legal document. The City of Bedford is not responsible for any errors or omissions in this document. For more information, please contact the City of Bedford Planning Department at (817) 251-1234.



Martin Dr. Mill and Overlay





Council Agenda Background

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

DATE: 11/26/13

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into a construction administration agreement with Kimley-Horn and Associates, Inc., in the amount of \$78,000 for the Sulphur Branch Channel Improvements Final Design (SH 121/183 to Bedford Road).

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Kimley-Horn and Associates were authorized by City Council on March 12, 2013 to produce a conceptual design and drainage study to analyze, study, and develop a plan to mitigate erosion and convey stormwater that exists along the portion of Sulphur Branch from SH 121/183 to Bedford Road. The need for the improvements to the channel has been expedited due to the widening of the culvert under SH 121/183 as part of the NTE improvements.

Kimley-Horn and Associates completed the conceptual design on July 10, 2013. Based upon the findings from the conceptual design, the final design work includes a concrete block gravity retaining wall system along the west and east banks of Sulphur Branch Channel, plus an articulated block or concrete lined channel bottom. This would replace the existing concrete trapezoidal channel that has failed.

The next phase that was discussed at the March 12, 2013 meeting is to prepare the design documents necessary for the drainage improvements. The contract includes the following tasks:

- Task 1 - Preparation of Construction Plans and Contract Documents
- Task 2 - US Army Core of Engineers Permitting
- Task 3 - FEMA Mitigation Grant Preparation
- Task 4 - Topographic Survey
- Task 5 - Agency Coordination with TxDot
- Task 6 - Bidding
- Task 7 - Construction Phase Services

Funding for the project will be paid out of the 2011 Series Stormwater G.O. Bonds.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a construction administration agreement with Kimley-Horn and Associates, Inc., in the amount of \$78,000 for the for the Sulphur Branch Channel Improvements Final Design (SH 121/183 to Bedford Road).

FISCAL IMPACT:

Series 2011 Stormwater G.O. Bal. \$195,095.18
Contract Amount: \$78,000
Difference: \$117,095.18

ATTACHMENTS:

Resolution
Construction Administration Agreement
Map

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION ADMINISTRATION AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., IN THE AMOUNT OF \$78,000, FOR THE SULPHUR BRANCH CHANNEL IMPROVEMENTS FINAL DESIGN (121/183 TO BEDFORD ROAD).

WHEREAS, the City Council of Bedford, Texas has determined that the Sulphur Branch Channel Improvements Final Design (SH 121/183 to Bedford Road) is necessary to mitigate erosion for the health and safety of its citizens; and,

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

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a Construction Administration Agreement with Kimley-Horn and Associates, Inc., in the amount of \$78,000, for the above titled public works improvements.

SECTION 3. That funding in the amount of \$78,000 will come from the 2011 Stormwater G.O. Funds with a balance of \$195,095.18, making a difference of \$117,095.18.

PRESENTED AND PASSED this 26th day of November, 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

IPO 063661017
EXHIBIT “A”
SCOPE OF SERVICES

PROJECT NAME: Sulphur Branch Channel Improvements Final Design (SH 121 to Bedford Road)

BASIC SERVICES:

The project consists of preparing construction plans and contract documents to address the erosion and future hydrologic and hydraulic conditions of the Sulphur Branch Creek from SH 121 to Bedford Road in the City of Bedford, Texas. The design will be based on the conceptual design and drainage study prepared by Kimley-Horn and Associates, Inc. on July 10, 2013. The tasks performed as part of this Scope are as follows:

1. Task 1 – Preparation of Construction Plans and Contract Documents
2. Task 2 – USACE Permitting
3. Task 3 – FEMA Mitigation Grant Preparation
4. Task 4 – Topographic Survey
5. Task 5 – Agency Coordination
6. Task 6 – Bidding
7. Task 7 – Construction Phase Services

Task 1 – Preparation of Construction Plans and Contract Documents

- A. Consultant will prepare final construction plans for reconstruction of Sulphur Branch Creek between SH 121 and Bedford Road. A concrete block gravity retaining wall system will be designed along the west and east banks of Sulphur Branch Creek within the specified project limits. An articulated block or concrete-lined channel bottom will be designed as part of the improvements. Portions of the existing concrete trapezoidal channel have failed and will be reconstructed as part of this project. It is anticipated the final construction plans may include the following sheets:

- Cover (1 sheet)
- General Notes (1 sheet)
- Typical Sections (1 sheet)
- Project Layout sheets (2 sheets)
- Construction Sequencing Narrative (1 sheet)
- Plan and Profile of Channel (2 sheets)
- Channel Retaining Walls Plan and Profile (4 sheets)
- Channel Structural Details (2-3 sheets)
- Maintenance Ramp Plan and Profile (1 sheet)
- Maintenance Ramp Retaining Wall (1 sheet)
- Drainage Calculations (2 sheets)
- Drainage Area Maps (2 sheets)
- Grading (2-4 sheets)
- Details (4-5 sheets)
- Channel Cross-Sections (3-4 sheets)
- Erosion Control (1-2 sheets)

- B. Consultant will prepare up to six (6) copies of the 90% construction plan set (11"x17"), contract documents, OPCC, and provide them to the City for review and comment. Consultant will address one round of comments on the 90% design construction plan set and contract documents. Consultant will meet with the City one (1) time to discuss the review comments.
- C. The contract documents will be prepared in accordance with the City's standard contract and specification documents which may be based upon the North Central Texas Council of Government (NCTCOG) Standard Specifications for Public Works Construction.
- D. Once the Client reviews and comments on the 90% construction plans, the Consultant will prepare up to six (6) copies of the 100% construction plans (22"x34"), contract documents, and OPCC.
- E. Consultant will update the HEC-RAS prepared as part of the conceptual design phase to reflect final design. The intent of preparing the model is to ensure a "no rise" condition is maintained within the floodway.

Task 2 –USACE Permitting

- A. The Consultant will perform a jurisdictional determination of the creek. The Consultant will perform a site visit to investigate the soils, vegetation, surrounding development, etc. to assist in the determination.
- B. The Consultant will prepare a pre-application package for the USACE.
- C. The Consultant will meet with the USACE up to two (2) times to discuss the permitting strategy for the project.
- D. The Consultant will prepare a Nationwide Permit for the project.
- E. Preparation of an Individual Permit or mitigation monitoring will be considered Additional Services.

Task 3–FEMA Mitigation Grant Preparation

- A. The Consultant will prepare and submit a FEMA Hazard Mitigation Grant. The Consultant does not guarantee acceptance of the application or distribution of funds by FEMA.

Task 4 – Topographic Survey

- A. Consultant, through a subconsultant, will perform a topographic survey of areas not previously surveyed (as part of the conceptual design) that are needed for the final design. These area include the proposed location(s) of a maintenance ramp.
- B. Consultant will update the electronic map from the Conceptual Design phase showing existing contour lines at 1 foot intervals based on a nominal 50 feet grid system, including visible utilities and improvements, top and toes of slopes and flow line of the creek.
- C. Consultant, through a subonsultant, will prepare (1) drainage easement exhibit

Task 5 – Agency Coordination

Consultant will coordinate with related agencies performing work adjacent to the project site. This work shall include: project coordination meetings; preparation of exhibits showing connectivity with adjacent improvements; review of adjacent improvements.

Task 6 – Bidding

- A. Consultant will print and issue up to 20 sets of bidding documents. Additional sets of bidding documents shall be printed by Consultant, only upon the Client's authorization, as Additional Services. Bidding documents will be issued to potential bidders upon the payment of a non-refundable fee to cover a portion of the cost of printing those documents.
- B. Prepare Notice to Bidders for advertising by the Client.
- C. Issue addenda as required.
- D. Prepare Bid Tabulation and Recommendation for Award.
- E. In this Task, Consultant will:
 - 1. Attend Bid Opening;
 - 2. Attend City Council Construction Contract Award Meeting.

Task 7 – Construction Phase Services:

Consultant will provide professional construction phase services as specifically stated below:

Visits to Site and Observation of Construction. Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KHA have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the

performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Change Orders. Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

Substantial Completion. Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Limitation of Responsibilities. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

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. Accompanying the Client's personnel when meeting with the TCEQ, 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.
- B. 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.
- C. Meetings, presentations, and preparation of technical and other support documents for Property Owners coordination.
- D. Meetings with property owners for easement acquisition.
- E. Legal description for parcels.
- F. Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced

herein above.

- G. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- H. 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.
- I. Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- J. Providing any presentations to City Council.
- K. Providing construction staking.
- L. Preparation of easement documents beyond the number stated in the Scope of Services.
- M. Obtaining right of entry for easement survey.
- N. Preparation of letter of map revision (LOMR).
- O. Any services not listed in the Scope of Services.

INDIVIDUAL PROJECT ORDER NUMBER 063661017

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 Final Design (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: This is the Final Design of Sulphur Branch related to IPO 063661015. The services included under this IPO are for preparation of final construction plans and contract documents for the Sulphur Branch Channel Improvements. The Scope of Services is provided in Exhibit A.

Additional Services if required: NA

Schedule: KHA will begin services upon receipt of Notice to Proceed and provide the Scope of Services described as expeditiously as practicable to meet a mutually agreed upon schedule.

Deliverables: NA

Method of compensation:

Basic Services:

KHA will provide the Scope of Services in Task 1, Task 2, Task 3 and Task 4 for a lump sum fee of **\$58,000**.

Reimbursable Services:

KHA will provide the Scope of Services in Task 5, Task 6 and Task 7 on a labor fee plus expense (reimbursable) basis. For the Client's budgeting purposes Kimley-Horn recommends allocation **\$20,000** for the reimbursable tasks. The budgeted amount will not be exceeded without the Client's prior written approval and amendment of this agreement. 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 45 days of your receipt of the invoice.

Lump Sum Tasks:

Task 1 – Preparation of Construction Plans and Contract Documents	\$40,000
Task 2 – USACE Permitting	\$10,000
Task 3 – FEMA Mitigation Grant Preparation	\$2,000
Task 4 – Topographic Survey	\$6,000
Total	\$58,000 (Lump Sum)

Reimbursable Tasks:

Task 5 – Bidding	\$3,000
Task 6 – Agency Coordination	\$5,000
Task 7 – Construction Phase Services	\$12,000
Total	\$20,000 (Hourly)

Hourly Rates (Effective July 2013)

Senior Professional I	\$190 - \$225
Senior Professional II	\$170 - \$210
Professional	\$135 - \$175
Analyst	\$135-\$150
Designer	\$95 - \$160
Technical Support	\$65 - \$145
Clerical/Administrative Support	\$60 - \$110

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: 10.28.13



Council Agenda Background

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

DATE: 11/26/13

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

ITEM:

Discussion of probable cost to install paving, storm drainage, water and sanitary sewer lines in an unimproved area located in Oak Grove Estates.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

At the budget workshop on August 9, 2013, staff was asked to prepare a cost projection for the improvements necessary to bring Renee Drive, Brasher Lane, Midway Court, and Robbins Place to current City standards. This area is currently platted but there are no streets and very little water and sewer installed.

The City's Consulting Engineer, J. Richard Perkins, prepared an Opinion of Probable Construction Cost to do paving, storm drainage, water, and sanitary sewer system improvements for this unimproved section in the Oak Grove Estates Addition. The study is divided into five sections for commercial and residential use.

Commercial:

- Section 1: FM 157 Water and Sewer System Improvements \$213,783

Residential:

- Section 2: Brasher Lane (Aspenwood Drive to Midway Court) \$772,244.50
- Section 3: Midway Court (Brasher Lane to FM 157) \$661,697.63
- Section 4: Renee Drive (Harwood Road South to Midway Court) \$1,362,585.49

Total Commercial: \$213,783

Total Residential: \$2,796,527.62

Total Probable Construction Cost: \$3,010,310.62

ATTACHMENTS:

Probable Cost Estimate
Map
Memorandum: Oak Grove Estates

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

07/25/2013

J. Richard Perkins, P.E.

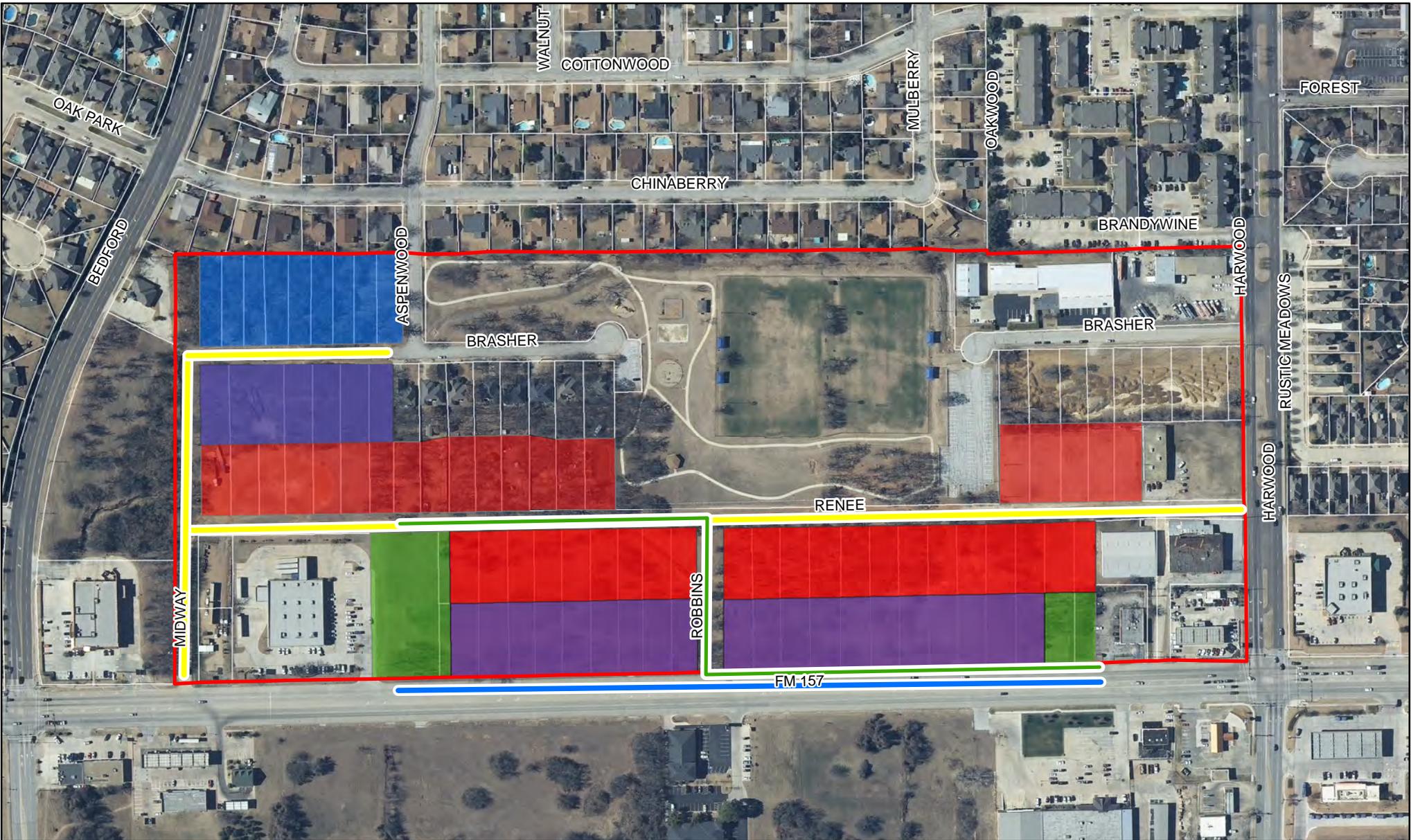
Consultant for the City of Bedford

Section 1

FM 157 Water and Sewer System Improvements

ITEM NO.	DESCRIPTION OF ITEM	SPEC. SECTION No.	UNIT	TOTAL QUANTITY	UNIT PRICE	COST
GENERAL PAY ITEMS						
G-1	Traffic Control		L.S.	1	1,800.00	1,800.00
G-2	Erosion Control		L.S.	1	1,200.00	1,200.00
G-3	Yard / Parkway Restoration		L.S.	1	3,000.00	3,000.00
G-4	Remove Trees		L.S.	1	3,200.00	3,200.00
Subtotal General Pay Items						\$9,200.00
WATER SYSTEM PAY ITEMS						
W-1	Remove & Replace 4" HMAC Pavement		L.F.	56	17.00	952.00
W-2	Furnish & Install 8" PVC Water Line		L.F.	1,364	45.00	61,380.00
W-3	Furnish & Install 8" Gate Valve		Ea.	3	1,600.00	4,800.00
W-4	Furnish & Install Fire Hydrant Assembly		Ea.	4	3,200.00	12,800.00
W-5	Furnish & Install Ductile Iron Fittings		Tn.	0.16	6,000.00	960.00
W-6	Connect to Existing Water System		Ea.	2	800.00	1,600.00
Subtotal Water System Pay Items						\$82,492.00
SEWER SYSTEM PAY ITEMS						
S-1	Remove Sanitary Sewer Cleanout		Ea.	1	500.00	500.00
S-2	Remove & Replace 4" Gravel Pavement		L.F.	13	15.00	195.00
S-3	Furnish & Install 8" SDR 35 PVC Sewer		L.F.	1,658	52.00	86,216.00
S-4	Construct 5' Dia. Std. Sanitary Sewer MH		Ea.	5	5,000.00	25,000.00
Subtotal Sewer System Pay Items						\$111,911.00

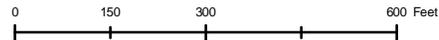
Sub-Total Const. Cost	\$203,603.00
5% Contingencies	\$10,180.00
TOTAL EST. CONSTRUCTION COST	\$213,783.00



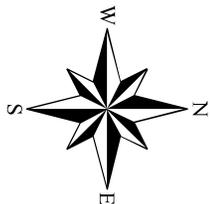
Oakgrove Estates Utility And Paving Improvements Options



- | | |
|--|--|
|  Proposed Sanitary Sewer |  Existing Commercial |
|  Proposed Water |  Scenario 2 Residential |
|  Brasher Dr. |  Scenario 2 Commercial |
|  Midway Ct. and Brasher Dr. |  Scenario 3 Residential |
|  Renee Dr. |  Scenario 3 Commercial |
|  Oakgrove Estates Addition |  Scenario 4 Commercial |



*NOTE: These datum are to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Bedford assumes no responsibility for the accuracy of said data.





MEMORANDUM

TO: Beverly Griffith, City Manager
FROM: Thomas Hoover, Public Works Dir.
DATE: November 8, 2013
RE: Oak Grove Estates

We have completed our review of the Oak Grove Estates as requested by the City Council at the June 12, 2013 Council Work Session. At this meeting, staff was directed to put together several scenarios for the improvements needed for the development of the property east of Stormie Jones Park between Harwood Road and Midway Court.

This area was platted in 1952 but not all of the public improvements were installed. The area in question is approximately 16 acres. There are seventy-one (71) platted single family lots outside of Stormie Jones Park.

The City of Bedford has installed a portion of the water and sewer mains, a portion of the storm drainage system, and some of the street paving. Most of the improvements serve Stormie Jones Park, eight (8) single family lots on Brasher Lane, and three (3) commercial properties on Renee and Harwood.

For this report, the following assumptions will be used on all scenarios:

- 1) Single family home value of \$200,000
- 2) Vacant residential lot value of \$10,000
- 3) Developed Commercial site value of \$1,400,000 per acre

SCENARIO 1

This scenario is to not install any improvements in the area.

This scenario will create development potential for the following:

Residential: 71 vacant residential lots; or
Commercial: 0 acres of land

Projected taxable values and revenue generated:

	<u>Value</u>	<u>Revenue</u>
Residential:	\$ 710,000	\$3,513 Per Year
Commercial:	\$.00	\$.00 Per Year



SCENARIO 2

This involves the installation of the water and sewer necessary to provide service to the properties that front FM 157 (Industrial Blvd). This plan includes 1,364 feet of 8-inch water main and 1,658 feet of 8-inch sewer main. We have included a map showing the proposed improvements. The cost projection for this scenario is \$213,783.

This scenario will create development potential for the following:

Residential:	20 single family lots; or
Commercial:	9.6 acres or about 5 pad sites at 2 acres each

Projected taxable values and revenue generated:

	<u>Value</u>	<u>Revenue</u>
Residential:	\$ 4,000,000	\$19,793 Per Year
Commercial:	\$ 13,440,000	\$66,505 Per Year

SCENARIO 3

This involves the installation of the water and sewer necessary to provide service to the properties that front FM 157 (Industrial Blvd) combined with the paving and drainage improvements on Brasher Lane. This plan includes 1,789 feet of 8-inch water main, 1,658 feet of 8-inch sewer main, 465 feet of 9'x4' box culvert, and 1,465 square yards of concrete pavement. We have included a map showing the proposed improvements. The cost projection for this scenario is \$986,028.

This scenario will create development potential for the following:

Residential:	36 single family lots; or
Commercial:	14.3 acres or about 10 pad sites at 1-2 acres each

Projected taxable values and revenue generated:

	<u>Value</u>	<u>Revenue</u>
Residential:	\$ 7,200,000	\$35,628 Per Year
Commercial:	\$20,020,000	\$99,065 Per Year

SCENARIO 4

This involves the installation of the water and sewer necessary to provide service to the properties that front FM 157 (Industrial Blvd) combined with the paving and drainage improvements on Brasher Lane and Midway Court. This plan includes 2,569 feet of 8-inch water main, 1,658 feet of 8-inch sewer main, 465 feet of 9'x4' box culvert, and



5,018 square yards of concrete pavement. We have included a map showing the proposed improvements. The cost projection for this scenario is \$1,647,726.

This scenario will create development potential for the following:

	<u>Value</u>	<u>Revenue</u>
Residential:	39 single family lots; or	
Commercial:	14.3 acres or about 10 pad sites at 1-2 acres each	

Projected taxable values and revenue generated:

	<u>Value</u>	<u>Revenue</u>
Residential:	\$ 7,800,000	\$38,597 Per Year
Commercial:	\$20,020,000	\$99,065 Per Year

SCENARIO 5

This involves the installation of the water and sewer necessary to provide service to the properties that front FM 157 (Industrial Blvd) combined with the paving and drainage improvements on Brasher Lane, Midway Court, and Renee Street. This plan includes 5,000 feet of 8-inch water main, 2,658 feet of 8-inch sewer main, 465 feet of 9'x4' box culvert, and 15,008 square yards of concrete pavement. We have included a map showing the proposed improvements. The cost projection for this scenario is \$3,010,311.

This scenario will create development potential for the following:

Residential:	71 single family lots; or	
Commercial:	15.3 acres or about 12 pad sites at 1-2 acres each	

Projected taxable values and revenue generated:

	<u>Value</u>	<u>Revenue</u>
Residential:	\$14,200,000	\$70,266 Per year
Commercial:	\$21,420,000	\$105,993 Per Year



Council Agenda Background

PRESENTER: Ray Champney, Council Member

DATE: 11/26/13

Council Request

ITEM:

Discussion regarding convening a Strategic Planning Work Session to discuss the correlation of the Bedford Boys Ranch, the Cultural District and the Central Bedford Redevelopment Zone as the catalyst for economic development and community revitalization. **This item requested by Councilmember Champney.

City Manager Review: _____

DISCUSSION:

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

ATTACHMENTS:

Letter of Request

From: Champney, Ray
Sent: Tuesday, November 19, 2013 7:12 PM
To: Wells, Michael
Subject: Council Agenda Item November 26th 2013

Greetings Michael:

Please add the following as an agenda item for the next council meeting:

"Request that the mayor and council consider convening a Strategic Planning Work Session to discuss the correlation of the Bedford Boys Ranch, the Cultural District and the Central Bedford Redevelopment Zone as the catalyst for economic development and community revitalization.

Purpose of the meeting is to begin developing a plan outlining the steps necessary to move forward in a controlled and coordinated manner that will position Bedford as a vibrant community with a bright and prosperous future.

The desired outcome of the meeting is to identify: critical success factors, stakeholders, actions items and a tentative timeline for development."

Regards,

Ray Champney

Place 3

Bedford City Council