

A G E N D A

**Regular Meeting of the Bedford City Council
Tuesday, August 13, 2013
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021**

**Council Chamber Work Session 5:00 p.m.
Council Chamber Regular Session 6:30 p.m.**

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

WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Receive a presentation from Jeff Law, Tarrant Appraisal District Chief Appraiser.
- Present report on the 2013 City of Bedford Fourth Fest.
- Discussion regarding conducting a resident satisfaction survey.
- Discussion regarding the water main break on Bedford Road.

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1D, Shops at Central Park.**
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to "Project Oatmeal".**

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

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

PLEDGE OF ALLEGIANCE

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

APPROVAL OF THE MINUTES

- 1. Consider approval of the following City Council minutes:**
 - a) July 16, 2013 joint work session**

b) July 23, 2013 regular meeting

PERSONS TO BE HEARD

2. The following individual has requested to speak to the Council tonight under Persons to be Heard.
 - a) Joyce Johnson, 1701 Brookhaven Circle, Bedford, Texas 76022 – Requested to speak to the Council regarding traffic court practices and difficulties encountered in disputing a ticket.

OLD BUSINESS

3. Consider a resolution authorizing the City Council of the City of Bedford, Texas, to establish a Charter Review Committee; establish the duties of the committee; and provide an effective date.
4. Consider an ordinance amending Chapter 2. "Administration", Article IV. "Boards, Commissions and Committees", Division 1. "Generally", Section 2-170 "Attendance" and Section 2-171. "Serving on multiple boards, commissions or committees" of the City of Bedford Code of Ordinances; providing a severability clause; and declaring an effective date.

NEW BUSINESS

5. Public hearing and consider an ordinance to amend Zoning Ordinance Number 2275 specific to Section 3.1 "Schedule of Permitted Uses" and Section 3.2 "Explanation of Uses" and "Specific Use Permit Requirements for Community Home and Group Home"; providing attachment "A" being the text amendments 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-035)
6. Public hearing and consider an ordinance to amend Ordinance 804 for the property known as Stonegate Shopping Center Addition, Tract 1B, located at 429 Bedford Road, Bedford TX, specifically for a Specific Use Permit to allow for a Full Service Gasoline Station/Gasoline Service Station with a Restaurant and State Vehicle Inspection Station with tire sales and inside storage; 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 west of Brown Trail. (Z-236)
7. Consider a resolution ordering a bond election to be held in the City of Bedford, Texas for the issuance of \$3,200,000 General Obligation Bonds for park improvements (Boys Ranch Lake improvements, trail improvements, channel improvements, recreation facilities, and related improvements at Boys Ranch Park), making provisions for the conduct of the election and resolving other matters incident and related to such election.
8. Receive the 2013 Certified Ad Valorem Tax Roll from the Tarrant Appraisal District.
9. Receive the certified anticipated collection rate from the Tarrant County Tax Assessor-Collector for the City of Bedford.
10. Consider a proposed tax rate and set public hearings on the proposed tax rate, if required.
11. Call a public hearing on the proposed FY 2013-2014 budget to be held on August 27, 2013 at 6:30 p.m.
12. Consider a resolution authorizing the City Manager to enter into a contractual agreement with Kaner Medical Group (KMG) to provide pre-paid medical services for eligible City employees and their dependents.

13. Consider a resolution authorizing the City Manager to enter into a contract with Woody Contractors Inc. for Shady Brook Addition, Phase 2, Water Distribution System Improvements in the amount of \$125,253.00.
14. Consider a resolution authorizing the City Manager to enter into a contract with Buy Board Cooperative Purchasing Network for the purchase of 40 Self Contained Breathing Apparatus in the amount of \$228,370.
15. Consider a resolution authorizing the City Manager to enter into an interlocal agreement between the City of Bedford and the cities of Hurst, Euless, Grapevine and Colleyville to establish a shared accident investigation unit called the Combined Reconstruction and Accident Specialist of H.E.B. (C.R.A.S.H.) Unit.
16. Consider a resolution of the City Council of the City of Bedford, Texas amending an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Dunhill Ratel LLC. (Movie Tavern)
17. 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

18. Council member reports

19. City Manager/Staff Reports

20. 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, August 9, 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: Jeff Law, Tarrant Appraisal District Chief Appraiser

DATE: 08/13/13

Work Session

ITEM:

Receive a presentation from Jeff Law, Tarrant Appraisal District Chief Appraiser.

City Manager Review: _____

DISCUSSION:

Per Council direction, staff invited Jeff Law, Tarrant Appraisal District Chief Appraiser to brief the Council on the proposed TAD budget, trends in Bedford property values (residential and commercial) and an overview of 2013 values.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Wendy Hartnett, Special Events Manager

DATE: 08/13/13

Work Session

ITEM:

Present report on the 2013 City of Bedford Fourth Fest.

City Manager Review: _____

DISCUSSION:

Staff will present a wrap-up report on the 2013 City of Bedford Fourth Fest.

ATTACHMENTS:

PowerPoint Presentation

CITY OF BEDFORD

4TH FEST

BOYS RANCH PARK

JULY 4, 2013

4PM-10PM



**FOR MORE
INFORMATION**



BEDFORDTX.GOV

4thFEST 2013

- **Goals of the Festival**
 - Provide a community event
 - Foster economic growth
 - Encourage citizen involvement
 - Produce a phenomenal festival that enhances the image of the City of Bedford

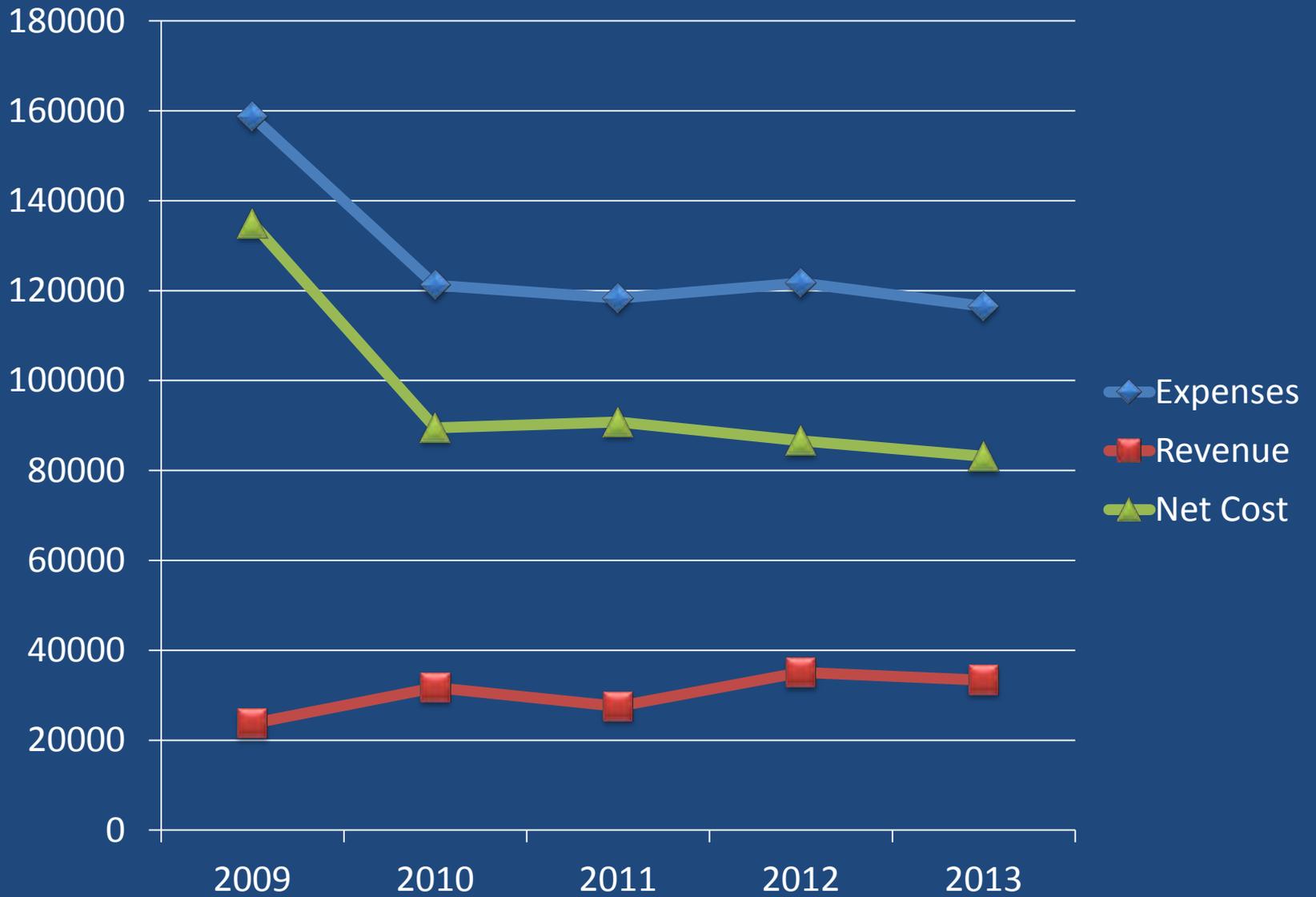
4thFEST 2013

- **Objectives Achieved**
 - Volunteer program continues
 - Increased parking prices
 - Multi-year agreements continue
 - Fun & exciting theme
 - More departmental synergy

5 Year Overview

	2009	2010	2011	2012	2013
Expenses	\$158,698	\$121,209	\$118,299	\$121,696	\$116,490
Revenue	<u>\$23,725</u>	<u>\$31,714</u>	<u>\$27,501</u>	<u>\$35,091</u>	<u>\$33,363</u>
Net Cost	\$134,973	\$89,495	\$90,798	\$86,605	\$83,127

5 Year Overview



4thFEST 2013

Volunteer Program

	2009	2010	2011	2012	2013
Staff	\$58,908	\$38,574	\$37,828	\$35,530	\$37,684
Volunteer	<u>\$200</u>	<u>\$2,965</u>	<u>\$3,280</u>	<u>\$2,405</u>	<u>\$2,240</u>
Total	\$59,108	\$41,539	\$41,108	\$37,935	\$39,924

4thFEST 2013

- **Factors contributing to savings**
 - Glow inventory was purchased at bulk price in 2012 with no cost in 2013
 - On-site parking = \$4,860
 - Friends of the Library Parking % = \$2,385
 - Continued to begin the event at 4PM to maximize revenue and decrease expenses
 - Addition of small local in-kind sponsors

4thFEST 2013

- **Future challenges**
 - Add more sponsors
 - Including co-sponsorships with Bluesfest
 - Continue to optimize parking options
 - Minimize Pennington Field shuttles
 - Maximize onsite parking options
 - Continue to theme the event

Questions?



Council Agenda Background

PRESENTER: Mirenda McQuagge-Walden, Managing Director

DATE: 08/13/13

Work Session

ITEM:

Discussion regarding conducting a resident satisfaction survey.

City Manager Review: _____

DISCUSSION:

This work session item continues the discussion regarding a citizen satisfaction survey. A draft Request for Qualifications (RFQ) is attached. This document will be used to solicit proposals from various firms. In order to proceed with this item, staff would like generalized feedback on the RFQ as well as specific direction regarding the timeline/scheduling and the firm selection process.

ATTACHMENTS:

Draft Request for Qualifications

CITY OF BEDFORD

REQUEST FOR QUALIFICATIONS

13 - CMO1001

FOR

CITIZEN SATISFACTION SURVEY

Issued By

**City of Bedford
City Manager's Office
2000 Forest Ridge Drive Bldg. A
Bedford, Texas 76021**

Request for Qualifications

1. The City of Bedford is seeking a qualified professional firm or service provider to lead the City Council through the development of a survey instrument and conduct a citizen satisfaction survey to objectively measure public opinion on the delivery of City services as well as specific policy questions. The document should also identify priorities among residents to be used as part of the City's budgeting and planning processes.
2. Potential service providers are invited to submit their qualifications for providing this scope of work. The City of Bedford reserves the right to reject any or all submittals.

3. Scope of Services

The qualified professional firm will lead the City Council through the development of a survey instrument, conduct a city-wide satisfaction survey and provide a report of the results. A successful firm will:

- Obtain results that are statistically valid considering Bedford's 2010 census population of 46,979 and reflective of the demographic profile of all residents of the City of Bedford.
- Develop a survey instrument reflective of the City Council's stated preference that the document be flexible enough to allow for the following:
 - Numerous opportunities for comments on a wide variety of questions
 - Use specific questions as well as those that are more encompassing
 - Be future focused
 - Every question should be quantifiable
- Assist the City Council with determining the best survey methodology including addressed based sampling, online, mail and phone.
- Report findings:
 - Make a final presentation to the Bedford City Council.
 - Develop a final report which shall include but is not limited to the following:
 - Executive summary
 - Statistical analysis of survey results
 - Survey background
 - Profile of respondents as applicable
 - General overview of the survey
 - Content descriptions and summaries of each survey topic
 - Copy of the survey instrument
 - Twenty (20) color copies of the final report and a copy in an electronic format.

The final scope of services will be negotiated with the service provider deemed most qualified and modified as necessary.

4. Submission Requirements

Interested firms should submit the following information in their response to this Request for Qualifications:

- Company information and profile including name and contact information.
- Background/ qualifications of all professional staff members who will work on this project including the name of a project manager who will be the lead person/ primary contact throughout the survey process.
- Recent experience of the service provider, including similar projects undertaken for other municipalities.
- Reference list with at least three (3) clients including the address, telephone number and contact person for whom similar projects were performed.
- Using the description provided in the scope of services provide a recommended survey methodology and approach.
- Proposed project schedule. Be sure to include the role of the City Council in developing and approving the survey instrument. The schedule should allow for at least two (2) City Council meetings for this process. The City Council meets on the 2nd and 4th Tuesdays of the month.
- Proposed cost with the understanding that the expected cost is not to exceed \$20,000.
- Other items the service provider wishes the City of Bedford to consider in evaluating the service provider's response to this request for qualifications.

5. Selection Criteria

The City will be evaluating the RFQs based on, but not limited to, the following selection criteria:

- The professional and ethical reputation of the service provider.
- The service provider's demonstrated proposal and expertise in performing the services required for this project.
- The qualifications and experience of the staff that will be in charge of the project.
- The past record of performance with respect to quality of work and ability to meet schedules.
- The service provider's ability to complete the outlined project in a reasonable timeframe and at a reasonable cost.

6. Deadline and Submission Process

Twelve (12) copies of the complete Statement of Qualifications as well as any related materials must be received no later than **4:00 PM CDT ON _____, 2013.**

Responses may be submitted in person or through regular mail. Proposals received after the stated date and time will not be considered. **All submissions must be signed and dated.**

Please submit responses to:

ATTN: Citizen Satisfaction Survey RFQ
Mirenda McQuagge-Walden
2000 Forest Ridge Drive
Bedford, TX 76021

All submitted materials will become property of the City.



Council Agenda Background

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

DATE: 08/13/13

Work Session

ITEM:

Discussion regarding the water main break on Bedford Road.

City Manager Review: _____

DISCUSSION:

On Tuesday July 29, 2013 at approximately 7:00 p.m. the City experienced a major break in a water main located along Bedford Road between Forest Ridge Drive and E.M. Bilger. The “on-call” crew arrived at the site within 30 minutes of notification. At first arrival, it was not clear if the rupture was on the 20” main or the 10” main that runs parallel. Due to the size of the 20” water main coupled with the depth of the mains in the plans on file at Public Works, staff determined that it would expedite repairs with additional assistance from a utility contractor with the larger equipment needed.

Public Works began closing water valves in an attempt to isolate the main leak. Once completely isolated around 10:00 p.m., Huffman & Huffman Contractors began excavation to determine which water main had ruptured. The excavation to the broken water main was approximately 12’ underground and it was discovered that the break was on the 20” water main. This main was installed in 1999 and provides a substantial amount of water to the southwest portion of the City. The rupture was over 5’ long and went from the top of the pipe to the bottom of the pipe. An estimated 2 million gallons of water was lost. All three of the elevated storage tanks were at very low levels at this point in time.

To keep the southwest portion of Bedford with adequate water, both of the transfer pumps at the Stonegate Well site were engaged. Further, the Trinity River Authority (TRA) assisted greatly by modifying their pumping routines, which increased the delivery of water to southwest Bedford as well as the area near the main break.

The 20” water line generally runs down the center of Bedford Road. The leak came up through the pavement east of Forest Ridge, causing street flooding and extensive damage to 433 linear feet of asphalt pavement. Several City offices were without water due to the main break including Fire Station 1, the Library, Old Bedford School and the Facility Maintenance office on Bedford Road.

A voice call using the new emergency system went out to the citizens to advise them of the main break and to conserve water. A notice was put on the website and social media that night advising residents of the water main repair and road closure. Huffman & Huffman Contractors finished repairing the water main on Bedford Road by 9:00 a.m. on Wednesday.

The damage on Bedford Road pavement was extensive. The force of the leak raised a 57’ wide by 433’ long piece of asphalt pavement that weighed over 1,200 tons about 6” thick. Once the leak was stopped, this section of asphalt pavement broke into large plates and was not safe to drive over. Staff anticipated many voids under the pavement that would give way if a heavy vehicle or equipment travelled on the asphalt.

Staff worked with Tarrant County Precinct #3 to “piggy back” on several existing contracts that the County has for pulverization, stabilization, and asphalt pavement. TexOp Construction, LP was hired to pulverize the asphalt for the entire segment of roadway (ground the existing pavement into

a gravel-like substance). During the grinding, staff and County personnel were shaping and compacting the grindings so that Bedford Road was open to one-lane traffic each way before 9:00 p.m. on Wednesday.

The original plan was to allow for one lane in each direction on Bedford Road as repairs were made. This could be accomplished by moving traffic to the north/south while repairs were made to the other side. The pavement repair process started on Thursday morning. Staff removed the grindings with heavy equipment and loaded dump trucks with the spoiled material. To expedite the process, the County provided a large dump truck. Two of the Public Works dump trucks broke down so the City of Euless provided two of their dumps for our use. Once all of the grindings were removed, the stabilization of the sub-grade material began.

The County provided the milling machine that blended the soil with CemLime. Compaction of the blended base was performed by County personnel on County equipment. During the compaction process, it was determined that several safety issues for the travelling public on Bedford Road and for the employees of Public Works and the County were encountered. Once all the grindings were removed, it was discovered that there was a concrete cap over the 20" water main that ran generally down the center of the road. This cap was only 2" below the surface of the asphalt. The cap was not removed as it might cause additional damage to the water main below. However, the cap is not of a consistent width and extended into the left lanes as much as 2'. This encroachment created a constriction such that there was not adequate space to switch the east-bound lane to the northern half of the road or vice versa.

To keep one lane of traffic in each direction, the separation between moving cars and employees would be less than 2' in areas. This was not acceptable and staff determined that it was best for the travelling public and for employees to shut the road down completely during construction hours. County crews and Public Works crews worked well past normal working hours to allow for the road to be opened each night to one lane in each direction. The stabilized sub-grade was completed for the entire damaged portion on Friday night.

On Monday morning August 5, 2013, Public Works crews began to place two three-inch layers of asphalt base. This would provide a total of 6" of asphalt base. This asphalt base was completed on Wednesday August 7. County personnel have been assisting and training Public Works crews on proper use of the pavement laydown machine along with the use of their larger steel-wheel roller for compaction. The last step in the paving process started on Thursday, where Public Works crews will place the final 2" thick asphalt layer. This layer is a surface course that will provide a smooth riding surface to vehicular traffic.

The stripes along Bedford Road will be replaced in two to three weeks. The oils in the asphalt will need to surface and wear off so that the stripes will stay affixed to the pavement. Temporary flaps will be placed in the general location of the future painted/plastic striping.

This massive project has shown the value in the relationships that have been developed between the City of Bedford Public Works and Tarrant County Precinct #3, City of Euless, and inter-departmental coordination with emergency personnel.

Once all repairs are complete, staff anticipates the cost to be between \$150,000 and \$200,000. Council authorization for the repairs is anticipated to be on the August 27, 2013 Council agenda.

ATTACHMENTS:

PowerPoint Presentation



20" Water Main Repair & Bedford Road Paving Rehabilitation

Public Works Department

Leak at Bedford Road





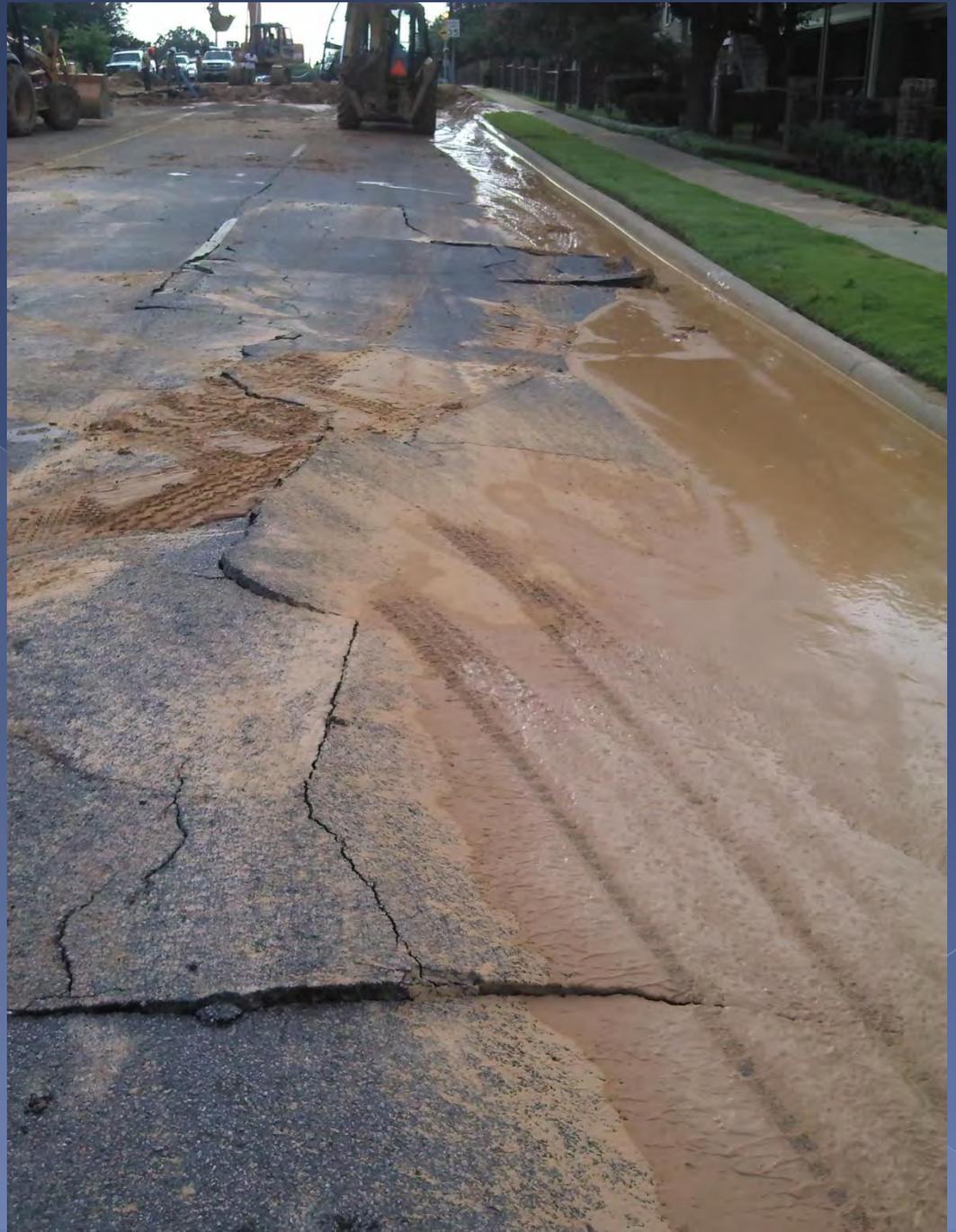
Leak found







Now the Pavement















Questions?



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 08/13/13

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) July 16, 2013 joint work session
- b) July 23, 2013 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

July 16, 2013 joint work session
July 23, 2013 regular meeting

STATE OF TEXAS §
COUNTY OF TARRANT §
CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in joint work session with the Community Affairs Commission at 7:00 p.m. in the Meeting Room at the Bedford Public Library, 2424 Forest Ridge Drive on the 16th day of July, 2013 with the following members present:

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

constituting a quorum.

Jim Davisson was absent from the meeting.

The following members of the Community Affairs Commission were present:

Steven Grubbs	Chairperson
Sal Caruso	Commissioners
Dianne Doughty	
David Franklin	
Dave Gebhart	
Mark Massey	
Gary Morlock	
Roy Savage	
Cynthia Williams	

constituting a quorum.

Mary Frazier and Jennifer Schnell were absent from the meeting.

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Michael Wells	City Secretary

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the Work Session to order at 7:11 p.m.

JOINT WORK SESSION

Mayor Griffin stated that the goal for the meeting is for the Community Affairs Commission (CAC) to report on what they are working on and then for Council to take that information, work on it, and possibly meet with the Commission one more time. Council has the objective of meeting with each Board and

Commission to find out what things they are working on and making sure everybody is working in the same direction for the City. Another objective is to engage each group on a quarterly basis to have a representative come to a Council meeting and give the Council and the citizens an update on what they are working on and what is coming up.

Chairperson Grubbs from the CAC presented their accomplishments for 2012. In regards to Shop Bedford First, they did a door-to-door campaign with businesses; manned a booth at FourthFest and handed out cards to residents; asked that Shop Bedford First be put on the electronic signs at the Boys Ranch and the Library; promoted the program at outreach meetings; had four portable signs around the City for a month each; and supported businesses through posting on the "Shop in Bedford" Facebook page. They also held four outreach meetings for residents and businesses, which had the same agendas and speakers. Late last year, they took a look at holding a combined meeting starting in January of 2013. They also held the Energy Fair, which was well attended and financially self-funding. There was discussion on the liability of taking over the Facebook page and that it is a good way to promote businesses without the staleness of the website.

Mr. Grubbs presented the CAC's accomplishments for 2013. In regards to Shop Bedford First, they continued the door-to-door campaign with businesses; handed out information at their outreach meetings; displayed two portable signs and are waiting for the new website before using the signs again; and are researching purchasing their own signs instead of renting and should have a decision by their next meeting. There was discussion on the number of door-to-door contacts as well as issues related to national businesses, indentifying property owners, and getting information to tenants. The CAC held two outreach meetings in January and May, which were promoted for both residents and businesses. The May meeting was about school safety and did not get a lot of businesses. There is an outreach meeting planned for September 19, where the Mayor will speak regarding his vision. At the January meeting, they did a survey and 71 percent of attendees liked the combined meetings with residents, at 79 percent, favoring it more than businesses, at 60 percent. 69 percent of attendees liked the evening meeting time. They implemented long-range date planning to get events into the Bedford Connection including getting a list of cutoff dates. The Energy Fair had moderate attendance but brought in a profit. They held the City Expo, which had good booth content and was a good team building experience. They helped 6Stones on two events, one at a park in Hurst and one in an apartment complex in Bedford. They have implemented a process to track questions and feedback from the public. They have prepared a checklist on holding public meetings and events, which includes a list to coordinate with staff and communicating with people who send things to the public. They have implemented a process whereby all materials associated with events and meetings are held in the City Secretary's Office. They have had discussions and are planning for next year's projects and events. There have been challenges on attendance and they are working on a resolution for this issue.

Mr. Grubbs discussed issues related to how to measure success, including by quality, the number of people in attendance or other; and making sure that CAC members feel that what they are doing is productive and successful. There has been brainstorming on marketing; the format of the September 19 outreach meeting including making it more interactive; holding HOA roundtables again; holding neighborhood meetings, individual meetings with businesses and owners, and town hall meetings; holding a City-wide health fair; working with apartment associations in reaching their members; finding out from citizens what they want in regards to central Bedford redevelopment; and helping with survey questions. He further discussed the new marketing person, Rebecca Asher, and that it was not clear to the CAC where the line is drawn between them and Ms. Asher; issues with communicating with businesses using a list of owners of strip centers, which does not get to local people; and whether Council wants them to continue the "Shop in Bedford" Facebook page.

There was general discussion regarding attendance at meetings and promoting events; matching up the duties and powers of the CAC in relation to what is taking place; having the tools necessary to collect feedback; concerns about marketing the CAC and communicating better with the public; the marketing efforts coming from Ms. Asher; inefficiencies in getting information out; getting on the same page

regarding marketing; content and distribution of content, including what channels to use and when; decisions on marketing made at the time events are approved and having a process in place whereby each event has its own mini-plan; core functions and events for the CAC, such as outreach meetings, which would not require them to come to Council; that the health fair may not be a core function; the CAC coming to Council at the beginning of the year about dates for meetings; events not having legitimacy if not marketed as being by "The City of Bedford"; the most effective means of getting information out; the opportunity to get more relevant discussions; marketing as a collaborative effort; attendance coming down to the issue being presented; looking for guidance on marketing and how to market events; Ms. Asher's goals and being able to take advantage of a portion of her time; coming up with a regular schedule of events; not having a process established for different types of activities; marketing as a process; communication being vital and keeping it simple; neighborhood meetings with Council members and the Mayor to let people know what is going on in the City, such as the urban center; ensuring that the City's image is correct at events; employing gorilla marketing and getting intimately involved with residents and businesses; not being able to reach all of the businesses as it is outside the CAC's resources; using an opt-in email program and the contact list from the Fire Department for Shop Bedford First; thinking smarter on reaching out and increasing the reach of the CAC; and applying these items to the powers and duties of the CAC.

In regards to a City-wide health fair, there was discussion on it being based on a magazine article on best places to live; the general theme that Bedford is a healthy living facility and highlight what the City offers; the availability of grants; getting input from residents and businesses on what they like and where the City can improve; tax rebates; and that it applies to all five constituencies in the Commission's powers and duties.

There was further general discussion that Shop Bedford First is for business retention and getting new businesses; the health fair attracting new residents as well as upgrading and improving interest in the community; figuring out the end result of events and putting processes in place, including what is realistic as far as what can be accomplished, how it is to be done and what resources are going to be used; the CAC being encouraged to think outside of the box; thoughts from Council regarding what is outside the CAC's guidelines; that outreach meetings fit in with the CAC's powers and duties; that the Energy Fair brought residents and businesses together for education on energy efficiency and made a profit for the City; receiving permission for events outside of the Energy Fair and the City Expo; laying out a schedule for outreach meetings; reinitiating HOA and neighborhood meetings; that the CAC helping on surveys depends on the nature of the survey; brainstorming activities and having the Council liaison report to the Council or the CAC coming as a group to Council; what authority the CAC has on its own as opposed to how much can get from Council; that the CAC wants to get engaged; the role of the Council liaison; getting blessing from the liaison on small events that do not use City resources; making sure that what the CAC is doing has the Council's approval; using outreach meetings for education purposes on topics that have some angst and the CAC's involvement depending on the topic; the upcoming bond election being a perfect example of using CAC involvement; receiving good feedback from HOAs; that Shop Bedford First is the only marching orders that the CAC has received from Council; the CAC not wanting to do anything outside of regulations; that the Council has not had time to meet together and will be coming back to the Commission with input; that the concrete events the Commission wants to work on are outreach meetings, the Energy Fair, the City Expo, involvement in town hall meetings, festivals and the living healthy fair; arranging to have Ms. Asher attend a CAC meeting to map out what marketing she sees and supports; that the next thing the Commission is working on is the September 19 meeting; that their next regular meeting is August 15; that the role of the Council liaison is to be a conduit back to the Council; looking at roundtables in November; distribution channels including an Excel spreadsheet for HOA contacts; and the City guide.

The meeting ended with Commission members giving feedback on the joint work session.

ADJOURNMENT

Mayor Griffin the meeting at 8:46 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 23rd day of July, 2013 with the following members present:

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

Staff present included:

Beverly Griffith	City Manager
David Miller	Deputy City Manager
Matt Butler	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Roger Gibson	Police Chief
Tom Hoover	Public Works Director
Mirenda McQuagge-Walden	Managing Director
James Tindell	Fire Chief

WORK SESSION

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

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

Council discussed placing the following items on consent: 1, 3 and 5.

- **Discussion regarding future bond election.**

City Manager Beverly Griffith stated that at their June 12 Work Session, Council discussed calling a bond election to consider Phase 1 of the Boys Ranch improvements, specifically for the dredging of the lake and drainage improvements. She discussed the mechanics of calling the election, the timeline, fiscal impact and action steps for public education. The first and only opportunity to call the election at a regular Council meeting would be August 13. She requested direction from Council on how they would like staff to proceed. There was discussion on Phase 1 setting the tone for the residents to see what is going on at the Park and whether delaying the election would be prudent in order to have more time for education and notification.

Administrative Services Director Cliff Blackwell discussed the fiscal impact of the money from the bond election in the amount of \$3.2M, as well as the equipment, such as the custom pumper for the Fire Department and software, that was discussed at the June 12 meeting. This would be in the form of PPFCOs in the amount of \$2.7M. The combined impact on the tax rate would be \$0.022; the bond piece alone would have an impact of \$0.015 on the tax rate. For the next fiscal year, the bond piece would be an interest-only payment, which would be issued in February and have an impact of \$0.002 on the tax rate. A full-year debt service for the bond portion would have an impact of \$0.013 on the tax rate based on estimated roll figures. In answer to questions from Council, Mr. Blackwell stated that the PPFCOs

issued for the equipment would have terms of seven years while the GO bonds would have terms of 20 years; that pushing out the election until May could give a better picture of appraisal values but all things being equal, there would be no change in the numbers; that in conversations with First Southwest, there has not been much change in interest rates but that if the election is postponed, more estimates would have to be done. There was Council discussion regarding the cost of Phase 2 of the Boys Ranch improvements; the impact of the City of Detroit's bankruptcy on municipal bond rates; improvement of the local economy along with the completion of the highway; interest and other rates going up; things on the horizon that may add to the revenue stream; making up the cost of the election in bond rates; the Plan having been in place for several years and not having been moved forward on; marketing the election as Phase 1 of the Boys Ranch or as lake dredging; what happens if the item is voted down in November; reemphasizing items from the previous bond election that have not been completed and that are currently in the works; educating residents; and lake dredging as a health issue. Council was of the consensus for staff to put calling the bond election on the agenda for the August 13 meeting.

- **Discussion regarding the upcoming bond sale scheduled for August 27, 2013.**

Ms. Griffith stated that at the June 12 Work Session, Council discussed moving forward with the two remaining bond projects: reconstruction of Dora Street in the amount of \$1.4M for which the design is complete and is ready to be bid; and the extension of the trail system from Meadow Park to Forest Ridge Drive in the amount of \$275,000. Both projects were approved in the 2001 bond election. Mr. Blackwell presented information on refunding some current outstanding debt for interest rate savings, which includes the remaining portion of the 2002 GO and the callable portion of the 2004 GO. Under the new debt service schedule, the first payment is estimated to be \$195,000 in principal with interest payments of \$66,357 and \$70,003. The estimated net present value savings would be approximately \$260,000. The fiscal impact with the debt issuance is \$0.007 on the tax rate. There was discussion on the debt service schedules not being included in the Council packet. Council was of the consensus to move forward on the bond issuance and retiring of the older debt.

- **Discussion regarding conducting a resident satisfaction survey.**

Ms. Griffith stated that this item is follow-up from the last Council meeting and samples of surveys from North Richland Hills, Southlake as well as the last Bedford survey from 2001 were included in the Council packet. There was Council discussion that the surveys were conducted by outside companies or entities; similarities in the questions; Council's expectations and what they want to know from citizens, including their thoughts on current services as well as their vision of the future; Council submitted their thoughts about what should be incorporated and then having a professional organization conduct the survey; the survey being all-encompassing and allowing comments on every question; asking specific questions such as smoking in restaurants and gas drilling; having a long-term, on-going type of survey; focusing on the future and not what has transpired; tying the survey in with priority goals; how to conduct the survey including phone, internet or multi-faceted as well by a random sampling of people or by anybody who wants to participate; the survey being quantifiable; the company or vendor interviewing the Council to help develop the questions and tell how the survey should be conducted; developing an RFP; wanting to know about current City services; the survey establishing a baseline on how the City is doing and using it as a tool for future use as well as short-term issues such as drilling; and narrowing and focusing Council's expectations. In regards to a timeline for the survey, there was discussion on presenting a draft RFP at the August 13 Council meeting; the survey being completed by the end of the year; results of the survey generating something in the budget; awarding the contract at the first Council meeting in September; Council interviewing the firms and then the selected firm interviewing Council; and the timeline being dictated by the survey company itself.

- **Update on Automated Meter Reading (AMR).**

Mr. Blackwell presented information regarding automated meter reading (AMR), which was on the agenda for the June 12 Work Session but was not discussed due to time constraints. He stated it is a technology that is changing and many cities are considering it to make their customer service departments more efficient, proficient and productive. This process began in the City about four years ago and staff has been in talks with a company to do an AMR project. What is being considered is more than a drive-by solution. In regards to the parameters, it is a turn-key solution that allows meters to be

read electronically. Data is pulled from those meters that allow customers to be billed with accuracy. When the project began, meters were taken out of the ground and tested. He displayed a current inventory of meters and stated that the best thing to do is to replace all of the meters City-wide at the same time, which is what the cost benefit analysis is looking at. They are looking at financing the project over a ten-year term as most companies guarantee the accuracy of the meters for ten years. They are looking to recapture earned revenue that has been previously lost. The existing meter reading contract is factored in with increases in the contract being spread over the ten years. Residential and commercial water sales using the most recent rate model, as done by an outside consultant, are also considered. In regards to project financials, he estimated that there would be a spike each year in recovered revenue that will eventually level off at \$595,000. Also shown are annual operation savings from no longer having a meter reading contract. Program costs include on-going maintenance for the program and debt financing using a 3 percent APR for a total of approximately \$930,000 a year. Program savings up to year five is \$776,000 a year; in comparing the two, the City would operate at negative cash. He does not see how the program could be rate neutral and that consideration has to be made for a surcharge or fee adjustment to make up that money. The annual net cash flow becomes positive after year ten and the accumulated net cash flow becomes positive after year 14. The total program cost is approximately \$9.5M overall. The quote he displayed in the amount of \$7.6M was discounted and only good until June 30. An outside consultant would be required to work with the City in developing an RFP. He stated that things to consider include that when the City went out to bid for meter reading, they only had two respondents, including the existing contractor who doubled their rates. The previous time the City went out to bid, they only received one response. In less than two years, the City is looking at issuing RFPs again. There is a line item in the operating budget in the amount of \$25,000 to replace dead meters. Those funds are affording the City less meters due to new EPA requirements. If the City gets into an aggressive meter replacement schedule, all the meters would not need to be replaced at one time if Council decides in the future to do the program. In regards to bringing meter reading services in-house, he stated that the current vendor utilizes two meter readers. In other cities, turnover has been an issue with in-house meter reading. He believes that it is an efficient program, could promote more efficient operations in Customer Service, and could combine their cycles. If this program is implemented with the City's current software, there would be a need to retrofit the software. A consultant could be used to develop an RFP and this issue could be possibly revisited after the software is updated.

In response to questions from Council, Mr. Blackwell stated that the operational life of the new meters is 20 years but that accuracy is not guaranteed after the tenth year; that it would take approximately nine to ten months to install the new meters; that in regards to a warranty on the meters and their accuracy, in 2009, it was considered as a performance contract; that customer behavior is factored into the revenue estimates; that in cases of doubt regarding the accuracy of the meter, the readout on the meter itself can be checked and water can be measured on an hourly, daily and weekly basis; that in regards to a return on investment, a surcharge of between \$1.50 and \$2.00 would keep the City at a net zero cash flow; and that the cost for bringing meter reading in-house would be approximately \$80,000 for two staff persons. In regards to a question from Council regarding the cost estimate in January, he stated that a company they had spoken to two months ago gave a cost of \$5M relative to the quote from the current company and that the \$5M was most likely an estimate; and that the company they spoke to in 2009 quoted the project at \$6.9M. Public Works Director Tom Hoover stated the \$5M estimate was from a report compiled by the previous public works director; that there have been major changes with meters and fittings required by the EPA, specifically for moving to a lead-free product, which has caused the cost of meters to go from \$40 to \$120 per meter and may account for the difference in costs; and that he would not recommend going with a plastic product. In response to further questions from Council, Mr. Blackwell stated the current contract is up in February of 2015; that it would take until fall to get an RFP developed; that this project would affect approximately 15,000 meters; that the \$343,000 in recaptured dollars is looking at the implementation of commercial and residential water sales, with an uptick of five percent in the first year and a decline in the marginal rate each year after that. In regards to questions from Council regarding the state of the industry, Mr. Hoover stated that they are looking at magnetic meters that have no moving parts and that there is nothing more advanced available; that in the future, there will be the ability to turn off a meter offsite; that the meter reading process could go through the "cloud" or through drive-by; and that the meters have the ability to tell if water is moving backwards.

Council was of the consensus for staff to continue investigating potential meter vendors to develop

RFPs and have hard numbers by the time the current contract expires in February of 2015.

Mayor Griffin adjourned the Work Session at 6:28 p.m.

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1D, Shops at Central Park.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to "Project Oatmeal".
- c) Pursuant to Section 551.074: personnel matters – annual performance review of the City Manager. **This item requested by Mayor Griffin.

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

Council convened into Executive Session pursuant to Texas Government Code 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 "Project Oatmeal"; and Section 551.074: personnel matters – annual performance review of the City Manager at 8:15 p.m.

Council reconvened from Executive Session at 10:30 p.m. Any necessary action to be taken as a result of the Executive Session will occur during the Regular Session of the Bedford City Council Meeting.

REGULAR SESSION 6:30 P.M.

The Regular Session began at 6:36 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order. He presented an update on community and group homes. The Planning and Zoning Commission approved the ordinance at their last meeting and it will be coming to Council at their August 13 meeting. Staff is currently working on updating the permitting process.

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

Ted McIlvain of Martin United Methodist Church gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

OPEN FORUM

Tom Culbert – 925 Charleston Drive – Mr. Culbert signed up to speak on Item #6. He stated that Council needs to be aware of where their microphones are when speaking.

Leslie Green, 917 Circle Lane – Ms. Green requested to speak on the Executive Session Item c). She stated that she has a strong feeling that the City Manager has been ineffective and remiss on one particular topic. She came to find out about Mr. Trigg's predicament and is keenly aware of everything that has happened. She attended the last Planning and Zoning Commission meeting and there was a conversation on how to let people wanting to move to Bedford know that there is an assisted living facility next to a home they want to buy. She looked up an address under the Tarrant Appraisal District (TAD) in a single family dwelling area; however, it was listed as commercial. She called TAD and asked if a medical assisted living facility exists in a residential area, could it be formatted differently to tell it

was an assisted living facility but the answer was no. However, it can say it is commercial property as it no longer functions as a single family dwelling. She wanted to report two addresses and was told that they get that information from the City Manager. She asked if the properties at 1900 Wimbledon and 604 Donna Lane had been reported as businesses and the answer was no. She stated that two years ago, Ms. Pam Stroud came to Council regarding a property across the street that is an assisted nursing care facility and it was not reported to TAD. She was told if a property is reported, they send out an inspector in the fall to appraise the situation; then it becomes commercial property, which affects the tax rate. She was further told that they get that information from City staff. She called TAD two other times and was told that it was the City Manager's job and was told the same thing regarding the inspection process. She called the State and spoke to the person in charge of licensing assisted living facilities, who asked if the City has regulations that a register is kept for these types of facilities. She asked why this issue was not worked on two years ago. She stated Development Director Bill Syblon said that there were a handful of these facilities in the City that have been here since the late 1990s and that the City has not received any complaints. She stated those locations are not registered with TAD and asked where they are at. She asked what the City Manager came back with to Council two years ago. She stated that she felt that the Council was not getting all the information they need. If the City had been proactive the first time, then the Triggs would not find themselves in the situation they are in. If the City has regulations and guidelines for these facilities and are sent out to those companies to show what they have to do, they would move on down the highway. She feels that some follow-up is missing and asked what kind of investigation was done two years ago. If the situation had been acted on two years ago, they would not find themselves in this situation. The person she spoke to at the State asked if the City had a log of these types of facilities for the Police and Fire Departments. The third person she spoke to at TAD stated that for facilities that closed, they would trace the amount of time the location operated as a for-profit business in order to collect taxes. She felt embarrassed for the City and speculated if it is happening on other issues. There was discussion that the City is working with the State on what it can and cannot do and the steps that are being embarked upon to get the City in the position it needs to be. Mayor Griffin invited Ms. Green to visit him during his office hours. In answer to questions from Council, Ms. Green stated that when she asked TAD about other types of businesses such as baking cupcakes out of the home, that they still function as a single family unit; however, a place like an assisted living facility are a business and the owners are not living there as a family. There was discussion regarding what happened two years ago regarding the property on Wimbledon, that the people were living in the house and that it was a side-business. When Mr. Trigg spoke to Council, it was the first time that staff and the City Attorney were into this issue. There was further discussion regarding having residents point out issues like this to Council; that the ordinance on August 13 will help this type of situation; and that the City is taking appropriate steps to come to a resolution.

Lisa McMillan, 2321 Caldwell Drive – Ms. McMillan requested to speak regarding the bond election item under the Work Session. She spoke on behalf of the Parks and Recreation Board, on which she has been a member for 11 years, and Chairperson Jeannette Cook. They applauded Council for moving forward with the Boys Ranch Master Plan by considering financing options. The Plan was the subject of numerous public hearings and incorporated input from the Park's user groups and the Board. It has been well received and endorsed by the citizens. They are all anxious to see implementation of the Plan and redevelopment of the Park and that holding an election for bond financing is the first step. The \$3.2M in bond money would only fund Phase 1, which consists mainly of improvement to the lake as well as docks, trails, picnic areas and a disc golf course. The Board feels like the citizens would like to see a more accelerated funding plan for redeveloping the Park and would be in favor of approving \$8M to fund Phase 1 and Phase 2 of the plan. Phase 2 at about \$4.5M, would provide for renovated fields, tennis courts, additional parking, trails, and picnic and playground areas. Residents and groups associated with those activities are more likely to support a bond that includes funding for activities that are of interest to them. She shares the concern of what happens if the bond issue does not pass and that there is a segment of the City that will vote against the bond whether it is for \$3.2M or \$8M. She stated that the Board is ready to work in the community to make sure the bond election is successful.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Champney, seconded by Councilmember Davisson, to approve the following items by consent: 1, 3 and 5.

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

APPROVAL OF THE MINUTES

- 1. Consider approval of the following City Council minutes:**
 - a) July 9, 2013 regular meeting**

This item was approved by consent.

NEW BUSINESS

- 2. Public hearing and receive Council direction regarding the appointment of a Charter Review Commission.**

City Secretary Michael Wells presented information regarding the Charter Review process and appointing a Charter Review Committee. The Charter requires a public hearing to be held every fifth year after a change to the Charter and for Council to determine if there is a need to appoint a Commission. The last amendments to the Charter were made in May of 2008. If Council decides to appoint a Committee, it will consist of 15 members whose duties will include inquiring into the operation of the city government under the charter provisions and determine whether any such provisions require revision; proposing any recommendations it may deem desirable to help ensure compliance with the provisions of the charter; proposing, if it deems desirable, amendments to this charter to improve the effective application of the charter to current conditions; and reporting its findings and present its proposed amendments, if any, to the City Council. As the Charter is silent on how members are appointed, Mr. Wells stated that in 2007, each Council member selected two members and the Mayor selected three.

Mayor Griffin opened the public hearing at 7:20 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:20 p.m.

There was discussion on the need for a Committee; that the last Charter election had 33 propositions; engaging the citizens; the cost of having a Committee; to use the same appointment process as in 2007; contacting the members of the last Committee regarding their interest in serving again; residency requirements and that members of other Boards and Commissions could serve on the Committee; and that the City Secretary and the City Attorney would be working with the Committee.

Motioned by Councilmember Davisson, seconded by Councilmember Nolan, to direct City staff to do whatever necessary to set up the appointment of a Charter Review Committee.

Motion approved 5-2-0. Mayor Griffin declared the motion carried.

Voting in favor of the motion: Councilmember Boyter, Councilmember Davisson, Councilmember Nolan, Councilmember Champney, and Councilmember Brown.

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

- 3. Consider a resolution authorizing the City Manager to enter into a contract with the Hurst-Euleless-Bedford Independent School District to provide two School Resource Officers for school year 2013/14, in the amount of \$145,020, paid for by the District.**

This item was approved by consent.

- 4. Consider a resolution authorizing the City Manager to enter into a contract with Ron Wright, Tarrant County Tax Assessor-Collector, and Tarrant County, for the assessment and**

collection services of ad valorem taxes levied by the City of Bedford; and providing an effective date.

Mr. Blackwell presented information regarding this resolution. It is for the contract with the Tarrant County Tax Assessor-Collector for the collection of property taxes and assessments on behalf of the City. They would also calculate the truth-in-taxation for the City; provide daily, weekly and monthly financial data and reports; stay in contact with property owners and mortgage companies and report on taxes that they collect; and report delinquencies to the City's third party collector. This contract is renewed every year and the City gets the notice in May. Last year, there was a fee increase from \$0.65 per account to \$0.90 per account. The City has expressed interest on finding more information regarding the increase. He has been in contact with Ron Wright's office to try and get more insight and to get figures behind on why the numbers have increased. Their response last year was that they had some cost increases in personnel and operational costs, and that they had not reviewed the assessment of their cost per account. The rate had been at \$0.65 per account for four years after reviewing the assessment last year, it moved to \$0.90 per account. This year, the increase is to \$1.10 per account. The Tax Assessor-Collector has a \$5.1M cost of providing the service to cities, school districts, special districts and college districts and the City represents less than one percent of that cost. The City has been the most vocal in expressing interest in what is behind their numbers and has tried to get their proposed budget for next year, which they are reluctant to share until after the County Commission reviews it first. He had a conversation with Mr. Wright at the previous Tarrant Appraisal District Board meeting regarding the rate and was told the County auditors and attorney reviewed how the tax office calculates the fee. They felt that the incremental costs were not considering some of the overhead that goes into that figure and recommended that the overhead and information technology costs be included, which accounts for the current increase. Mr. Wright stated that there would not be any more increases moving forward for some time. Staff tried to get somebody from their office to be at the Council meeting; however, it was not in their schedule to be at the meeting. In order for the City to have the contract signed prior to the County assessing the taxes on October 1, the County put instructions in the contract that the contract would be back to them by July 31. The reason it was not brought to Council sooner was that staff wanted to get an explanation for the rate increase.

In answer to questions from Council, Mr. Blackwell stated that many area cities have already had this item on their agendas; that bringing tax collections in-house would be more than \$17,600; that there is a risk in contracting with other counties in that the City would be charged an outside rate and that Tarrant County has an outside entity rate of \$2.60 per account; that given the timeframe there are no other options; that he was not sure if staff could have presented other options if this item were discussed earlier; that the average monthly income for a tax assessor-collector position is approximately \$4,200; and that the Tarrant Appraisal District does not collect taxes but regional water districts will assess taxes. There was discussion that rates have been raised 69.23 percent since Mr. Wright took office in May 2011; concerns that the rate will continue to be raised until the City would be forced to look outside the County and that they can raise these rates unabated without any accountability; staff having 12 months to look elsewhere for this service; galvanizing surrounding communities and aligning with larger entities to protest the increase; bringing other people on board with the City and looking at it becoming a profit center; and doing more research with cities that have their own tax assessor-collector offices.

Motioned by Councilmember Champney, seconded by Councilmember Davisson, to approve a resolution authorizing the City Manager to enter into a contract with Ron Wright, Tarrant County Tax Assessor-Collector, and Tarrant County, for the assessment and collection services of ad valorem taxes levied by the City of Bedford; and providing an effective date.

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

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

Voting in opposition to the motion: Councilmember Boyter

5. Consider a resolution authorizing the City Manager to enter into Change Order Number One with CPS Civil, LLC in the amount of \$24,248.50, reducing the contracted amount to

\$216,042.30 for Pavement/Water Line Improvements on Somerset Terrace (Project A) and Sidewalk Improvements on Forest Ridge Drive and Schumac Lane (Project B).

This item was approved by consent.

6. Review Board and Commission Attendance Policy. **This item requested by Councilmember Brown.

Councilmember Brown requested this item be placed on the agenda for discussion. This item was brought to him by a member of the Planning and Zoning Commission and he brought it to Council for discussion and possible staff direction. The Attendance Policy states that when a Board or Commission member has reached the two absence limit, the City Secretary gives a letter to both the member and the chairperson and the member is then supposed to contact the chairperson, who has the option to recommend to Council the member's removal. There is a problem with a chairperson not willing to give out their contact information, so the member cannot contact the chairperson. Options include doing nothing, giving the chairperson a City email address, or amending the attendance policy to allow the member to contact the City Secretary, who would then contact the chairperson. There was discussion regarding the Open Meetings and Open Records Acts; having one point of contact; and having the chairperson involved in the process. Council was of the consensus to have staff change the language in the Attendance Policy for the member to contact the chairperson, or in the alternative, the City Secretary. Mr. Wells stated that the Policy is silent when it comes to a situation where the chairperson is in violation of the Policy.

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

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

No report was given.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner stated that the Commission did not have a meeting in July but they are actively working on the Boys Ranch.

✓ **Community Affairs Commission - Councilmember Boyter**

No report was given.

✓ **Cultural Commission - Councilmember Nolan**

Councilmember Nolan reported that the Commission met the previous night and they are actively working on the big event in October and on putting together a strategic plan.

✓ **Library Board - Councilmember Davisson**

No report was given.

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

Councilmember Davisson stated the next Board meeting will be August 1.

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

No report was given.

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

No report was given.

8. Council member reports

No other reports were given.

9. City Manager/Staff Reports

Ms. Griffith reminded everybody about Blues and BBQ. Tickets are on sale for the Labor Day Blues and BBQ Festival. It will be held across the street from the City Hall complex on L. Don Dodson. There are multiple options for tickets and ticket packages, which can be found on-line at www.bedfordbluesfest.com. One new feature is a country street fair themed event of Friday night, with a Journey cover-band called Escape. Artisan applications are being accepted for ArtsFest, which will be held on Saturday, October 5 from 10:00 a.m. to 5:00 p.m. It will feature nationally recognized artists, local artisans, paintings, portraits, jewelry and other fine art. Information on a vendor/artisan application can be found on the City's website.

10. 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 10:32 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: See below

DATE: 08/13/13

Persons to be Heard

ITEM:

- a) Joyce Johnson, 1701 Brookhaven Circle, Bedford, Texas – Requested to speak to the Council regarding traffic court practices and difficulties encountered in disputing a ticket.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

AUG 02 2013

City Council Meeting - I would like to speak at
the August 13, 2013 Council about

Traffic Court practices and difficulties encountered
in disputing a ticket.

Joye Johnson
1701 Brookhaven Cir.
Bedford TX 76022

682-521-5823



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 08/13/13

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider a resolution authorizing the City Council of the City of Bedford, Texas, to establish a Charter Review Committee; establish the duties of the committee; and provide an effective date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

At the July 23, 2013 meeting, Council held a public hearing on and discussed establishing a Charter Review Committee. Council directed staff by a 5-2 vote to move forward with a resolution formally establishing a Committee. The language and procedures established in the attached resolution are practically the same that were utilized in 1997 and 2007. As indicated by Council, the appointment process will be the same as in 2007, whereby each Council member selects two members of the Committee and the Mayor selects three.

After approval of this item, staff will make an application available to interested citizens on the website and at City facilities. Further, as directed by Council, staff will also contact the eligible members who served on the Committee in 2007 regarding their interest in serving again. It is recommended that a cutoff date of September 13, 2013 be established to receive applications with Council making appointments at their September 24, 2013 meeting. Please note that there was not an interview process in 2007. If Council so desires, interviews can be set up, either prior to the September 24 meeting or in the off-week prior to the meeting.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Council of the City of Bedford, Texas, to establish a Charter Review Committee; establish the duties of the committee; and provide an effective date

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS, TO ESTABLISH A CHARTER REVIEW COMMITTEE; ESTABLISH THE DUTIES OF THE COMMITTEE; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Bedford was originally approved by the electorate on September 24, 1966; and,

WHEREAS, the Charter of the City of Bedford has not been updated for state law conflicts and other possible amendments since a Charter amendment vote by the electorate on May 10, 2008.

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

SECTION 1. A City of Bedford Charter Review Committee is hereby created to review the Charter of the City of Bedford and to report to the City Council with recommendations for the amendment of the Charter, if any, in sufficient time for the City Council to submit proposed Charter amendments to the City's qualified voters for their approval at an election in May of 2014.

SECTION 2. The Charter Review Committee shall be composed of 15 members, to be appointed by the City Council. All members must be residents of the City and must have resided within this City for 12 consecutive months preceding their appointment. All members must be registered voters. The City Manager and the City Attorney shall serve as an ex officio members of the Committee. The final report of the Committee to the City Council on any recommendations for amendment of the Charter shall be by the affirmative vote of a majority of the total membership of the Committee. The report shall be in the form of the question to be posed to the public for a vote with reasons for the recommended changes listed. The benefits and any detractions of any proposed amendment shall be listed, as well as a minority report if the proposed recommended amendment is not forwarded to the City Council by a unanimous vote. Committee members shall serve until the Committee is discontinued by action of the City Council. The Committee shall establish regular meeting times, with no less than one meeting per month until the final report is made to the City Council. The City Council shall appoint one member to serve as Chairperson of the Committee. The Committee may adopt such rules as are necessary for the conduct of the Committee meetings. Minutes shall be kept of each meeting by the Committee and shall detail the action taken at each meeting. Such minutes shall be filed with the City Secretary as official City records. All Committee meetings shall be open to the public and notice of such meetings shall be posted in accordance with the Texas Government Code, Chapter 551.

SECTION 3. This resolution shall take effect upon its passage and approval and in accordance with State law and the Charter of the City of Bedford.

PASSED AND APPROVED this 13th day of August 2013, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 08/13/13

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider an ordinance amending Chapter 2. "Administration", Article IV. "Boards, Commissions and Committees", Division 1. "Generally", Section 2-170 "Attendance" and Section 2-171. "Serving on multiple boards, commissions or committees" of the City of Bedford Code of Ordinances; providing a severability clause; and declaring an effective date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

At the July 23, 2013 Council meeting, Council discussed issues related to the Board and Commission attendance policy. Specifically, the policy makes no provision in a situation where a board or commission member is directed to contact their chairperson due to reaching the limit of two absences but the chairperson does not want their contact information released. Council directed staff to revise the policy so that the member could also contact the City Secretary, who would then contact the chairperson. That language is incorporated into the attached ordinance.

Further, a situation has recently arisen whereby a chairperson of a board themselves has reached the two absence limit. There is no provision in the current policy regarding that type of situation. It is staff's recommendation that the chairperson be directed to contact the City Secretary as well.

One final change is recommended for the following section of the Code of Ordinances regarding serving on multiple boards, commissions and committees. This section was derived from the Council Rules of Order and Procedure and was included in the Code of Ordinances at the October 9, 2012 meeting for easier reference. For clarification purposes, staff is recommending that the language be changed to read "standing board, commissions or committees" to be in line with the original intent of the Rules of Order and Procedure. This would clarify that a current member of a standing board, commission or committee would not be barred from serving on an ad hoc committee, such as the Charter Review Committee.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Chapter 2. "Administration", Article IV. "Boards, Commissions and Committees", Division 1. "Generally", Section 2-170 "Attendance" and Section 2-171. "Serving on multiple boards, commissions or committees" of the City of Bedford Code of Ordinances; providing a severability clause; and declaring an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Page 11, Rules of Order and Procedure

ORDINANCE NO. 13-

AN ORDINANCE AMENDING CHAPTER 2. "ADMINISTRATION", ARTICLE IV. "BOARDS, COMMISSIONS AND COMMITTEES", DIVISION 1. "GENERALLY", SECTION 2-170. "ATTENDANCE" SECTION 2-170. "ATTENDANCE" AND SECTION 2-171. "SERVING ON MULTIPLE BOARDS, COMMISSIONS OR COMMITTEES" OF THE CITY OF BEDFORD CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas has determined to update the attendance policy for the City of Bedford Citizen Boards and Commissions.

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

SECTION 1. That Chapter 2. "Administration", Article IV. Boards, Commissions and Committees, Division 1. "Generally", Section 2-170. "Attendance" and Section 2-171. "Serving on multiple boards, commissions or committees" of the City of Bedford Code of Ordinances is hereby amended to read as follows:

Sec. 2-170 – Attendance

Any member of a City board, commission or committee who has two absences within a calendar year shall become eligible to be removed from said board, commission or committee. Upon the second absence, the City Secretary's Office shall send a letter via certified mail to the member, copied to the board, commission or committee chairperson, informing them that they are eligible to be removed. The letter shall further inform the member that they need to contact their chairperson, or in the alternative, the City Secretary's Office, who then shall contact the chairperson. The chairperson shall then have the discretion to recommend to the City Council that the member be removed from their respective board, commission or committee. In the case where the chairperson of a board, commission or committee has two absences within a calendar year, the letter shall inform them that they need to contact the City Secretary's Office.

Sec. 2.171 – Serving on multiple standing boards, commission or committees

No person may concurrently serve on more than one standing board, commission or committee unless their position is also a position on another standing board, commission or committee.

SECTION 2. That all other ordinances in conflict herewith are hereby repealed.

SECTION 3. That if any section, paragraph, clause, phrase, or provision of this ordinance, shall for any reason be held to be invalid or unenforceable, the validity or unenforceability of such section, paragraph, clause, phrase, or provision shall not effect any of the remaining provisions of this ordinance.

SECTION 4. That this ordinance shall be in full force and effect from and after its passage.

PRESENTED AND PASSED this 13th day of August 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

1. CREATION OF COMMITTEES, BOARDS, AND COMMISSIONS

1.1. Standing Committees: The Council may create Committees, Boards and Commissions to assist in the conduct of the operation of the City government with such duties as the Council may specify not inconsistent with the City Charter, City Code or State law. Memberships and selection of members shall be as provided by the Council if not specified by the City Charter, Code or State law. No person may concurrently serve on more than one board unless their position is also a position on another board (i.e. Park Chairperson serves as a voting member of the Beautification Commission). Persons related within the second degree by affinity or consanguinity to the Mayor or any member of the Council shall not be eligible to serve on a standing committee; and no immediate family members may serve on the same standing committee. No standing committee so appointed shall have powers other than advisory to the Council or to the City Manager, except as otherwise specified by the Charter, Code, or State law.

1.2. Special Committees: The Council may, as the need arises, authorize the appointment of "ad hoc" Council committees. Except where otherwise specifically provided by the Charter, the Mayor and the City Council shall appoint the members of the special committees. Any committee so created shall be given a "mission statement" directing their activities. Any special committee shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Council.



Council Agenda Background

PRESENTER: Jacquelyn Reyff, Planning Manager

DATE: 08/13/13

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

ITEM:

Public hearing and consider an ordinance to amend Zoning Ordinance Number 2275 specific to Section 3.1 “Schedule of Permitted Uses” and Section 3.2 “Explanation of Uses” and “Specific Use Permit Requirements for Community Home and Group Home”; providing attachment “A” being the text amendments 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-035)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Late in 2012, the Bedford City Council became aware of a community home. In response, the City Council met numerous times with City staff to discuss this issue. Upon further review, City Council tasked City staff to identify Community and Group homes in the City and how the City may respond to them.

The Zoning Ordinance currently does not recognize or have specific designations for Community Home and Group Home.

On June 27, 2013, the Planning and Zoning Commission met in Executive Session to discuss with the City Attorney Zoning for Community/Group Homes.

Amended Zoning Ordinance Language

The first step in amending the Zoning Ordinance is to define a Community Home and Group Home in the Zoning Ordinance. These definitions are derived from Texas State Law and are as follows:

Section 3.- Schedule of Permitted Uses: Must be revised to include Community Home and Group Home in the Use table as follows:

USE	Zoning Classifications										
	R-15000	R-9000	R-7500	R-6500	MD 1-4	MF	M	S	L	H	I
A. RESIDENTIAL											
Nursing, Rest, & Convalescent Homes						S		S	S		
Orphanages						S		S	S		

Community Home										
Group Home	S	S	S	S	S	S				

- **Community Home:** A residential home, including an assisted living facility, which is operated by:
 1. The Texas Department of Mental Health and Mental Retardation;
 2. A community center organized under Subchapter A, Chapter 534, Health and Safety Code, that provides services to persons with disabilities;
 3. An entity subject to Texas Non-Profit Corporation Act (Article 1396-1.01 et seq., Vernon’s Texas Civil Statutes); or
 4. An entity certified by the Texas Department of Human Services as a provider under the medical assistance program serving persons in intermediate care facilities for persons with mental retardation; and
 5. An assisted living facility licensed under Chapter 247, Health and Safety Code, provided that exterior structure retains compatibility with the surrounding residential dwellings.

Conditions Subject to This Use:

- Shall require site plan approval by the Planning and Zoning Commission and the City Council of structures illustrating relationship to adjacent structures, proposed parking provisions, elevations, and possible screening treatment.
- Not more than six persons with disabilities and two supervisors may reside in a community home at the same time.
- A community home may not be established within one-half mile of an existing community home.
- The residents of a community home may not keep for the use of the residents of the home, either on the premises of the home or on the public right-of-way adjacent to the home, motor vehicles in numbers that exceed the number of bedrooms in the home.
- The exterior structure must retain compatibility with the surrounding residential dwellings.
- A community home must register, on a form promulgated by the city, prior to the issuance of a building permit. Thereafter, a community home must register annually, on a form promulgated by the city, no later than December 31 of each year.

A Community Home is allowed in all residential zoning districts as demonstrated in the table above. The regulations, definitions, and conditions are directly from Texas State Law.

- **Group Home:** A residence, requiring licensing by the State of Texas, to be shared by no more than six disabled persons, including resident staff, who live together as a single housekeeping unit in a long term, family-like environment in which staff persons provide care, education, and participation in community activities for the residents with the primary goal of enabling the resident to live as independently as possible.

For this use, the term disabled shall mean a person whose functioning is sufficiently impaired physically or mentally to require frequent medical attention, counseling, physical therapy, therapeutic or corrective equipment, or another person’s attendance and supervision.

This classification includes foster homes, homes for the physically and mentally impaired, homes for the developmentally disabled, congregate living facilities for seniors, and maternity homes. However, a group home shall not include an alcoholism or drug treatment center, work release facilities for convicts or ex-convicts, or other housing facilities serving as alternates for incarceration.

Minimum Specific Use Permit Conditions: (In addition to a Site Plan and a Public Hearing):

- Shall require site plan approval by the Planning and Zoning Commission and the

City Council of structures illustrating relationship to adjacent structures, proposed parking provisions, elevations, and possible screening treatment.

- A group home may not be established within one-half mile of an existing group home. Provided however, the applicant may seek a distance accommodation from the City Council to lessen this distance requirement as part of the Specific Use Permit Application.
- The residential structure shall provide a minimum of 200 square feet of living area per occupant.
- The residents of a group home may not keep for the use of the residents of the home, either on the premises of the home or on the public right-of-way adjacent to the home, motor vehicles in numbers that exceed the number of bedrooms in the home.
- The exterior structure must retain compatibility with the surrounding residential dwellings.
- Change of ownership or licensed operator of a group home shall require a new application for a Specific Use Permit, including all fees, notifications, publications, and hearings for action by the City Council upon recommendation of the Planning and Zoning Commission.
- A group home must register, on a form promulgated by the city, prior to the issuance of a building permit. Thereafter, a group home must register annually, on a form promulgated by the city, no later than December 31 of each year.

A Group Home is allowed in all residential zoning districts with an approved Specific Use Permit.

Planning and Zoning Commission Public Hearing July 11, 2013

The Planning and Zoning Commission met in regular session on July 11, 2013. The Public Hearing consisted of discussion by six persons primarily from the neighborhood around 604 Donna Lane. Based on discussion from the Public Hearing, the Planning and Zoning Commission charged staff to research and clarify the following items:

1. Medical waste and how it is disposed of when it applies to Community and Group Homes;
 - The handling and disposal of medical waste will be in accordance with Texas Commission on Environmental Quality (TCEQ) regulations. If a noncompliance does exist, the City would contact TCEQ and work along with them to address the noncompliance.
2. Exterior lighting and if it is deemed a nuisance:
 - Per Ordinance 10-2964, *The act of permitting light or lights to directly illuminate or shine upon a dwelling on a property of another after 11:00 PM in such a manner as to cause distress, discomfort or injury to persons, except with the express consent of such other person. This article shall not apply to lights maintained or controlled by the City upon its own property or property under its control or upon any street or alley of the City.*
3. Parking along public streets:
 - The parking restrictions applying to Community Home is from Texas State Law. City Staff then carried that requirement through to Group Home as well.
4. Method of addressing noncompliance:
 - If noncompliance does exist, the City would contact the State of Texas and work along with them to address the noncompliance.
5. Enforcement for Community Home and Group Home:
 - The City would contact the State of Texas and work along with them regarding any enforcement issue.
6. Possibility of requiring a Certificate of Occupancy for Community Home and Group Home:
 - For any residentially zoned property, a Certificate of Occupancy is not a requirement. Therefore, it is advisable the City should not treat Community Home or Group Home differently than other homes.

Summary

Overall, City staff has worked to create definitions and conditions for Community and Group homes, which in many cases mirror Texas State Law. Additionally, due to a variety of existing federal case laws and protections, cities have only a small opportunity to control these land uses with zoning. Therefore, the information presented helps to identify Community and Group homes,

and to create an opportunity to have more information provided to the City and the residents in an effort to retain the existing character of the residentially zoned neighborhoods.

While not a required part of the amending of the Zoning Ordinance or the Planning and Zoning Commission's purview, staff is working to create a yearly registration process, which will include a yearly inspection by the Fire Marshal's Office. Staff has also updated both the Specific Use Permit Application, and Building Permit Application forms, to identify both Community and Group Homes. These are attached.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to amend Zoning Ordinance Number 2275 specific to Section 3.1 "Schedule of Permitted Uses" and Section 3.2 "Explanation of Uses" and "Specific Use Permit Requirements for Community Home and Group Home"; providing attachment "A" being the text amendments 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-035)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Exhibit A
July 11, 2013, Planning & Zoning Minutes
Group Home Registration Form
Specific Use Permit Application
Building Permit Application
Copy of Legal Ad Published in Star-Telegram

ORDINANCE NO. 13-

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 2275 SPECIFIC TO *SECTION 3.1 SCHEDULE OF PERMITTED USES AND SECTION 3.2 EXPLANATION OF USES AND SPECIFIC USE PERMIT REQUIREMENTS FOR COMMUNITY HOME AND GROUP HOME*; PROVIDING ATTACHMENT "A" BEING THE TEXT AMENDMENTS 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.

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

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

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

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

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

- SECTION 1. That *Section 3.1 Schedule of Permitted Uses* shall be amended to include Community Home and Group Home Uses in the table as provided in Attachment "A".
- SECTION 2. That *Section 3.2 Explanation of Uses and Specific Use Permit Requirements* shall be amended to include the definitions and conditions applied to Community Home and Group Home as provided in Attachment "A".
- SECTION 3. That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.
- SECTION 4. That if any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.
- SECTION 5. That this Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.

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

PASSED AND APPROVED this 13th day of August 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

Section 3.- Schedule of Permitted Uses: must be revised to include Community Home and Group Home in the use table as follows:

USE	Zoning Classifications										
	R-15000	R-9000	R-7500	R-6500	MD 1-4	MF	M	S	L	H	I
A. RESIDENTIAL											
Nursing, Rest, & Convalescent Homes						S		S	S		
Orphanages						S		S	S		
Community Home											
Group Home	S	S	S	S	S	S					

Section 3.2.C Item 1 – Residential: must be amended to include the definitions and conditions applied to Community Home and Group Home as follows:

q. Community Home: A residential home, including an assisted living facility, which is operated by:

1. The Texas Department of Mental Health and Mental Retardation;
2. A community center organized under Subchapter A, Chapter 534, Health and Safety Code, that provides services to persons with disabilities;
3. An entity subject to the Texas Non-Profit Corporation Act (Article 1396-1.01 et seq., Vernon's Texas Civil Statutes); or
4. An entity certified by the Texas Department of Human Services as a provider under the medical assistance program serving persons in intermediate care facilities for persons with mental retardation;
5. An assisted living facility licensed under Chapter 247, Health and Safety Code, provided that the exterior structure retains compatibility with the surrounding residential dwellings.

Conditions Subject to This Use:

- Shall require site plan approval of structures illustrating relationship to adjacent structures, proposed parking provisions, elevations, and possible screening treatment.
- Not more than six (6) persons with disabilities and two (2) supervisors may reside in a community home at the same time.

- A community home may not be established within one-half mile of an existing community home.
- The residents of a community home may not keep for the use of the residents of the home, either on the premises of the home or on the public right-of-way adjacent to the home, motor vehicles in numbers that exceed the number of bedrooms in the home.
- The exterior structure must retain compatibility with the surrounding residential dwellings.
- A community home must register, on a form promulgated by the city, prior to the issuance of a building permit. Thereafter, a community home must register annually, on a form promulgated by the city, no later than December 31 of each year.

r. Group Home: A residence, requiring licensing by the State of Texas, to be shared by no more than six disabled persons, including resident staff, who live together as a single housekeeping unit in a long term, family-like environment in which staff persons provide care, education, and participation in community activities for the residents with the primary goal of enabling the resident to live as independently as possible.

For this use, the term disabled shall mean a person whose functioning is sufficiently impaired physically or mentally to require frequent medical attention, counseling, physical therapy, therapeutic or corrective equipment, or another person's attendance and supervision.

This classification includes foster homes, homes for the physically and mentally impaired, homes for the developmentally disabled, congregate living facilities for seniors, and maternity homes. However, a group home shall not include an alcoholism or drug treatment center, work release facilities for convicts or ex-convicts, or other housing facilities serving as alternates for incarceration.

Minimum Specific Use Permit Conditions: (In addition to a Site Plan and a Public Hearing):

- Shall require site plan approval of structures illustrating relationship to adjacent structures, proposed parking provisions, elevations, and possible screening treatment.
- A group home may not be established within one-half mile of an existing group home. Provided however, the applicant may seek a distance accommodation from the City Council to lessen this distance requirement as part of the Specific Use Permit application.
- The residential structure shall provide a minimum of 200 square feet of living area per occupant.
- The residents of a group home may not keep for the use of the residents of the home, either on the premises of the home or on the public right-of-way adjacent to the home, motor vehicles in numbers that exceed the number of bedrooms in the home.
- The exterior structure must retain compatibility with the surrounding residential dwellings.
- Change of ownership or licensed operator of a group home shall require a new application for a Specific Use Permit, including all fees, notifications, publications, and hearings for action by the City Council upon recommendation of the Planning and Zoning Commission.

- A group home must register, on a form promulgated by the city, prior to the issuance of a building permit. Thereafter, a group home must register annually, on a form promulgated by the city, no later than December 31 of each year.

DRAFT

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JULY 11, 2013**

APPROVED

1. The State Car Inspection and Tire Shop business hours of operation will be 7:00 AM to 7:00 PM.
2. There shall be no external display of tires and no outside tire sales.
3. All elevations of the restaurant are to match the exhibit and be earth tone in color.
4. All elevations of the convenience store are to match the new restaurant building are to be earth tone in color.
5. The State Vehicle Inspection Station building exterior on all elevations is to match the color of the new restaurant and convenience store and are to be earth tone in color.

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

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

 **4. Ordinance Amendment A-035, public hearing and consideration of a request to amend Zoning Ordinance Section 3.1 Schedule of Permitted Uses, and Section 3.2 Explanation of Uses and Specific Use Permit Requirements for Community Home and Group Home.**

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager who reviewed Ordinance Amendment A-035.

Chairman Stroope opened the public hearing at 7:40 PM and recognized the following:

- James Trigg, 1316 Wade Drive, Bedford, Texas, who spoke concerned about how the regulations would be enforced for Community Homes and Group Homes, how medical waste would be removed, and how outside lighting would be regulated?
- Don Bartko, 1317 Wade Drive, Bedford, Texas, who spoke concerned about regulations, responsibility and accountability of Community Homes and Group Homes.
- Dorothy McWhorter, 1600 Martha Drive, Bedford, Texas, who spoke concerned about the Community Homes and Group Homes street parking provisions, proper disposal of medical waste, and notification to nearby property owners when a Community Home or Group Home applied for a permit with the City. She noted this use is a business in a residential zoning district.
- Pamela Stroud, 1820 Wimbleton Drive, Bedford, Texas who spoke about the lack of privacy living across the street from a nursing home, and concerns that medical waste would not be disposed of properly.
- June Woodard, 916 Circle Lane, Bedford, Texas suggested modifying the regulations to make these uses more restrictive.
- Joe Grabling, 916 Circle Lane, Bedford, Texas who spoke concerned about how the City would handle reports of abuse in a Community Home or a Group Home. When would the yearly registration begin, and how would the City know when a Community Home or Group Home existed in a neighborhood? Would the

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JULY 11, 2013**

APPROVED

Community Home or Group Home know to apply for a Building Permit? What are the consequences if a Community Home or a Group Home does not register with the City?

Chairman Stroope closed the public hearing at 9:11 PM.

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager, William Syblon, Development Director, and David Miller, Deputy City Manager who addressed the concerns by the public and the Commission.

The Commission discussed the application.

Motion: Commissioner Fisher made a motion to approve Zoning Ordinance Amendment A-035 with the following items for staff to clarify prior to City Council meeting August 13, 2013.

1. Define the method of medical waste disposal.
2. Define the exterior lighting regulations.
3. Investigate possible street parking regulations.
4. Define the method for addressing noncompliance.
5. Enforcement for Community and Group Homes.
6. Certificate of Occupancy for their uses.

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

Ayes: Commissioners Fisher, Sinisi, Hall, Austin, Chairman Stroope

Nays: None

Abstention: Commissioner Carlson

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

ADJOURNMENT

Chairman Stroope adjourned the Planning and Zoning meeting at 9:32 PM.

Chairman Stroope
Planning and Zoning Commission

ATTEST:

Yolanda Alonso
Planning and Zoning Secretary

Residential Group Home or Community Home Registration Form

Permit number:
Issued:
Expires:

To:

From:

Bedford Fire Department
1816 Bedford Road
Bedford, TX 76021

Please fill out the information listed below and mail this form back to the address listed:

Group Home Information:

Name of Group Home: _____

Address of Group Home: _____

Phone Number of Group Home: _____

Number of Occupants: _____

Square Footage of building: _____

Total number of employees: _____

Owner Contact Information

Name of Owner of Group Home: _____

Address of Owner: _____

Phone number of Owner: _____

Texas Department of State Health Services or Department of Aging/ Disability License number:

Copies of any State license(s) must be attached to this form

Return this form back to the address below:

Bedford Fire Department
1816 Bedford Rd
Bedford, TX 76021

Thank you for the prompt return of this form, if you have any questions please call 817-952-2500



CITY OF
BEDFORD

Discover the Center

**SPECIFIC USE PERMIT
APPLICATION**

FOR THE
PLANNING & ZONING COMMISSION

www.bedfordtx.gov

June 2013

City of Bedford Specific Use Permit Application

Date _____

Applicant Name (Print): _____ (*Signature): _____

Address: _____

Telephone number: _____ 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: _____ To: _____

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 _____

Indicate by checking the appropriate box if this application is for a:

Community Home **or Group Home** **as defined by Section 3.2.C of the Bedford Zoning Ordinance**
Prior to the issuance of a building permit, a group or community home must register on a form promulgated by the city. Thereafter, a group or community home must register annually, on a form promulgated by the city, no later than December 31 of each year.

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)

***I have read the completed application and know the same is true and correct and hereby agree that if a permit is issued all provisions of the City Ordinances and State Laws will be complied with whether herein specified or not. I agree to comply with all property restrictions. I am the owner of the property or the duly authorized agent.**

***Submittal of false information or omission as required by this application may result in any permit, license, or approval being revoked.**

(Signature)

Site Plan Checklist

Date _____

Items listed in this checklist must be provided by the applicant, signed and returned to the Development Department along with 20 folded copies of the completed Site Plan. The Site Plan shall be presented on sheets 36 inches wide by 24 inches high at a scale of 1" = 100' or 1" = 50' **folded to 8 ½ x 11 size** unless prior approval for a variation in size or scale is obtained from the City. (For a complete listing of required elements see the Bedford Zoning Ordinance *Section 5.4 - Site Plan Requirements*.) The following summary is provided for the applicant's benefit however fulfilling the requirements of this summary checklist does not relieve the applicant or his/her agent from the responsibility of satisfying all the requirements of the Zoning Ordinance, Subdivision Regulations, and other development related ordinances of the City of Bedford.

- _____ Date, scale, key scale, north arrow, vicinity map.
- _____ Title of project, name, address, phone & fax numbers of owner, engineer/surveyor/ or planner in bottom right-hand corner of the plan.
- _____ Boundary lines, total acreage, and building setback lines.
- _____ Location of existing utilities, streets, easements on property and abutting properties.
- _____ The dimensions of existing streets, alleys, easements including emergency access easements.
- _____ Names, location, width and dimension of proposed streets and other features.
- _____ The size, names, and locations of all major thoroughfares.
- _____ Two foot interval contour lines (extreme slopes may be at five foot intervals).
- _____ Flood plains, water courses, marshes, drainage areas, and other environmental features.
- _____ Location and use of all existing and proposed buildings or structures and the maximum building coverage of the site.
 - Where building complexes are proposed, the location of all buildings, the distance between buildings and the distance to the property line, street line and / or alley.
 - For buildings more than one (1) story in height, except "R-15,000" through "MD-1", elevations and/or perspective drawings shall be required.
- _____ Where multiple type of land uses are proposed, a land use plan delineating the specific areas devoted to each use shall be required.
- _____ Total number and location of off-street parking and loading spaces shown in plan and tabular form.
- _____ All points of vehicular ingress and egress and circulation within the property.
- _____ Location of all proposed security gates.
- _____ Location of trash receptacles and indication of screening around them.
- _____ Location of existing fire hydrants.
- _____ Location, size, and arrangement of all outdoor signs, exterior auditory speakers and lighting.
- _____ Type, location, and quantity of all plant material used for landscaping, shown in plan and tabular form.
- _____ Type, location, and height of fences or screening and the plantings around them.
- _____ Current land uses and zoning classification of property and contiguous properties.
- _____ Buildings on the adjacent properties within twenty-five (25) feet.
- _____ The location, size, and flow lines of existing drainage structures and the location and size of all existing and proposed surface and subsurface drainage facilities.
- _____ Number of square feet of the property after construction which will constitute impervious surface and vegetated area as defined by the Stormwater Utility Ordinance.
- _____ Roadway speeds and distance of adjacent driveways from all proposed driveways.
- _____ For requests for alcoholic beverage uses the distances from schools, churches, and day care facilities.

City of Bedford Processing Procedures for a Specific Use Permit Application

The Planning & Zoning Commission meets on the 2nd and 4th Thursday nights of each month in the City Council Chambers. Prior to the meeting, please check with the P&CD Office (817-952-2105) or the City's website at www.bedfordtx.gov for the date, time, place and meeting agenda information.

Submittal Requirements: The applicant shall submit the following for Planning & Zoning Commission meeting. Submit materials to Development Department, City of Bedford, 2000 Forest Ridge Drive, Building B, Bedford, Texas, 76021.

1. A **complete application** for Change of Zoning (Application must be signed by the property owner.)
2. **Legal description:** For platted property - attach two copies folded to size 8 ½x11 of the filed plat. For unplatted property - attach two copies of certified field notes and sketch describing property by metes and bounds.
3. A **vicinity map** that includes at least one existing intersection and accurately shows the area of the requested change of zoning and its relationship to the surrounding area.
4. Applications for **Specific Use Permit Zoning, "MD-3" or "MD-4" Residential Zoning, Commercially Zoned** property over **three (3) acres, Industrially Zoning over (3) three acres**, or property located within any of the **Overlay Districts** require **Site Plan** approval. (Twenty (20) black-line copies of Site Plans shall be submitted on sheets 36x24 folded to size 8 ½ x11.)
5. One **11x17 reproducible copy** is required for each exhibit.
6. **Application Fee:** The Zoning Change application fee is **\$205.00, plus \$205.00 per acre over one.** The application fee is not refundable to the owner/applicant regardless of the action taken on the requested change of zoning by the Planning & Zoning Commission. (Fee may be paid with cash, Visa, MasterCard or checks made out to the City of Bedford.)

Completeness of Submission: The Zoning Change shall not be placed on an agenda for consideration until the application fee is paid and all information; drawings, plans and attachments are deemed to be complete. Failure to provide any necessary revised material by the deadlines indicated below may result in the delay or denial of the Site Plan.

Processing: Friday prior to the Commission meeting, the applicant will receive by fax, an agenda and City staff comments concerning issues to be addressed at the meeting.

Revised Materials: Fifteen (15) copies of any **revised material (plans must be folded) must be submitted to the Development Department office prior to the corresponding Planning & Zoning Commission meeting.**

City of Bedford Processing Procedures for a Change in Zoning (cont'd)

► *It is crucial that a representative for this application be present at all P&Z and City Council meetings.*

Submit completed application form, application fee & 15 folded copies of plans, etc. See attached calendar for deadline.

Material is reviewed by Development Review Committee (DRC)

Agenda & DRC comments are e-mailed/faxed to the applicant. See attached calendar for deadline.

Applicant submits 15 copies* of all revised materials to the P&Z Office. See attached calendar for deadline.

One 11x17 reproducible copy of each exhibit is to be submitted to P&Z Office with revised materials prior to the P& Z meeting..

Attend P & Z meeting Thursday in the City Council Chambers
Call 817-952-2137 or see www.bedfordtx.gov

Action by Planning & Zoning Commission

Call City Secretary's Office (817-952-2157) for agenda and meeting information.
Submit to P&Z Office prior to City Council Meeting:

- Fifteen (15) folded copies of approved Site or Development Plan (include floor and landscaping plans when applicable);
- One (1) 11x17 reproducible copy of each exhibit;
- One (1) cd with all graphic data in agreed upon format.

Action by City Council requires **ONE** reading /public hearing



Building Permit Application

Permits (817) 952-2140
 Fax (817) 952-2211
 Inspections (817) 952-2155

Date Received:

Job Address			Suite
Block:	Lot:	Addition:	
Applicant: <input type="checkbox"/> Contractor <input type="checkbox"/> Home and/or Property Owner			
Property Owner/Tenant Name			Phone
Contractor Name			Phone
Address	City/State	Zip	Alt. Phone

- | | |
|--|---|
| <input type="checkbox"/> New Residential | <input type="checkbox"/> New Commercial |
| <input type="checkbox"/> Residential Remodel | <input type="checkbox"/> Commercial Remodel |
| <input type="checkbox"/> Accessory Building (Storage Bldg, etc.) | <input type="checkbox"/> Lease Space Finish Out |

Indicate by checking the appropriate box if this application is for a:
Community Home or a Group Home as defined by section 3.2.C of the Bedford Zoning Ordinance.
 Prior to the issuance of a building permit, a group or community home must register on a form promulgated by the City. Thereafter, a group or community home must register annually, on a form promulgated by the City, no later than December 31 of each year.

Other (Specify in Description)

Description of Work						Value of Work
						\$
Square Feet	Occupant Load	Setbacks:	Front	Left	Right	Rear
# of Baths	# of Mech Units	Center Lot	Corner Lot	T-Pole	Temp Elect & Gas	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Commercial projects over \$50,000 shall require a Texas Department of Licensing & Regulation (TDLR) project number. TDLR Project Number

I have read the completed application and know the same is true and correct and hereby agree that if a permit is issued all provisions of the City Ordinances and State Laws will be complied with whether herein specified or not. I agree to comply with all property restrictions. I am the owner of the property or the duly authorized agent.

List Sub-Contractors For This Project	Registered?	Fee
General Contractor	Yes No	\$
Cement Contractor	Yes No	\$
Mechanical Contractor	Yes No	\$
Electrical Contractor	Yes No	\$
Plumbing Contractor	Yes No	\$

Building Plans Submittal Checklist		Temp Elect & Gas	\$
<input type="checkbox"/> Energy Survey	<input type="checkbox"/> Drawings (Submit 4 Sets)	Fence	\$
<input type="checkbox"/> Asbestos Survey	<input type="checkbox"/> CD/ Drawings in .PDF Format	Total:	\$

- Submit application and pay by cash, check or credit card in person.
- One time charge on my credit card. Application by fax, mail or email. (credit card payment form attached)
- Charge my credit card on file. Application by fax, mail or email.(last four digits of card #)
- Application and payment by phone.(verify last four digits on credit card)

Permission is hereby granted to enter the premises and make all inspections

Applicant Name (Print)	
Applicant Signature	Date:

Office Use

Approval to Issue Permit	Date:
--------------------------	-------



CITY OF
BEDFORD

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

July 16, 2013

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Tuesday, July 16, 2013

FROM:

City of Bedford
Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" on Wednesday, July 17, 2013.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council will hold a Public Hearing on the following zoning items on Tuesday, August 13, 2013 at 6:30 PM, at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and to consider an ordinance to amend Ordinance 804 from Heavy Commercial/Specific Use Permit/Gasoline Sales and Car Wash to Heavy Commercial/Full Service Gasoline Station/Gasoline Service Station with Restaurant, for a Subway Restaurant, and State Car Inspection, tire sales with inside storage. The property is known as Stonegate Shopping Center Addition, Tract 1B and is located at 429 Bedford Road, Bedford, Texas. The property is generally located north of Bedford Road and west of Brown Trail. (Z-236)

 Public hearing and to consider an ordinance to amend the City of Bedford Zoning Ordinance Section 3.1 Schedule of Permitted Uses, and Section 3.2 Explanation of Uses and Specific Use Permit Requirements for Community Home and Group Home. (A-035)

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

Alonso, Yolanda

From: Lopez, Christine [clopez@star-telegram.com]
Sent: Tuesday, July 16, 2013 10:08 AM
To: Alonso, Yolanda
Subject: Re:

ad received :)
Christine

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

Star-Telegram Media Services & DFW Online Network
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On Tue, Jul 16, 2013 at 9:42 AM, Alonso, Yolanda <Yolanda.Alonso@bedfordtx.gov> wrote:

Good Morning Christine,

Please publish the attached ad in the July 17, 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: Jacquelyn Reyff, Planning Manager

DATE: 08/13/13

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consider an ordinance to amend Ordinance Number 804 for the property known as Stonegate Shopping Center Addition, Tract 1B, located at 429 Bedford Road, Bedford Texas, specifically for a Specific Use Permit to allow for a Full Service Gasoline Station/Gasoline Service Station with a Restaurant and State Vehicle Inspection Station with tire sales and inside storage; 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 west of Brown Trail. (Z-236)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

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. An amended specific use permit is allowed within the H zoning district when it has completed this process.

The applicant currently has an existing gasoline service station with a car wash. They are proposing to build a new 990 SF Subway Restaurant with a drive-through and convert the car wash into a State Vehicle Inspection Station with inside tire sales. The existing retail building is 1,102 SF. The existing car wash is 853 SF.

Site Plan Specifications

- All building setbacks are in compliance with the Zoning Ordinance.
- Ingress and egress are located along Brown Trail and Bedford Road. The applicant will be closing an existing fourth curb cut along Brown Trail, which is close to the intersection with Bedford Road. By closing this curb cut, additional landscaping will be put in place of a once problematic curb cut.
- The existing number of parking spaces is six and that number is increasing to 13 parking spaces, which meets the required number per the Zoning Ordinance. The inclusion of additional parking spaces also creates the opportunity for more landscaping.
- Stacking spaces for the drive-through Subway Restaurant is for four vehicles.
- Landscaping will be improved to include 6,196 SF, which is in excess of the required 5,985 SF.
- Location and size of fire lanes have been approved by Fire Marshal's Office.

Elevation

- The materials shown on the elevation exhibit include stucco, metal, stone, and glass. The subject property is not located in any overlay district, which would require specific design standards.

Comprehensive Plan:

The Comprehensive Plan indicates the location of 429 Bedford Road to be commercial; therefore, the use of a gasoline service station with restaurant and State Vehicle Inspection Station with inside tire sales at this location would not conflict with the Comprehensive Plan.

The Planning and Zoning Commission recommended approval of this item at their July 11, 2013 meeting by a vote of 7-0-0 with the following stipulations:

1. There will be no external display of tires and no outside tire sales.
2. All elevations of the restaurant are to match the exhibit and be earth tone in color.
3. All elevations of the convenience store are to match the new restaurant building, and are to be earth tone in color.
4. The State Vehicle Inspection Station building exterior on all elevations is to match the color of the new restaurant and convenience store and are to be earth tone in color.
5. The hours of operation for the State Vehicle Inspection Station and tire sales will be 7:00 a.m. - 7:00 p.m. daily.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to amend Ordinance 804 for the property known as Stonegate Shopping Center Addition, Tract 1B, located at 429 Bedford Road, Bedford TX, specifically for a Specific Use Permit to allow for a Full Service Gasoline Station/Gasoline Service Station with a Restaurant and State Vehicle Inspection Station with tire sales and inside storage; 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 west of Brown Trail. (Z-236)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Site Plan
8 ½ x 11 drawing
July 11, 2013, Planning & Zoning Minutes
Copy of Legal Ad Published in Star Telegram
Application
Zoning Map of Referenced Property
Pictures

ORDINANCE NO. 13-

AN ORDINANCE TO AMEND ORDINANCE 804 FOR THE PROPERTY KNOWN AS STONEGATE SHOPPING CENTER ADDITION, TRACT 1B, LOCATED AT 429 BEDFORD ROAD, BEDFORD, TEXAS, FROM HEAVY COMMERCIAL/SPECIFIC USE PERMIT/GASOLINE SALES AND CAR WASH TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT/FULL SERVICE GASOLINE STATION/GASOLINE SERVICE STATION WITH RESTAURANT, SPECIFICALLY FOR AN AMENDED SPECIFIC USE PERMIT TO ALLOW FOR A GASOLINE SERVICE STATION ALONG WITH A RESTAURANT AND STATE VEHICLE INSPECTION STATION WITH TIRE SALES AND INSIDE STORAGE; 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-236)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance be amended for the property known as Stonegate Shopping Center Addition, Tract 1B, located at 429 Bedford Road, Bedford, Texas, from Heavy Commercial/Specific Use Permit/Gasoline Sales and Car Wash to Heavy Commercial/Specific Use Permit/Full Service Gasoline Station/Gasoline Service Station with Restaurant, specifically for an Amended Specific Use Permit to allow for a Gasoline Service Station along with a restaurant and State Vehicle Inspection Station with tire sales and inside storage. The property is generally located north of Bedford Road and west of Brown Trail. (Z-236)

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

SECTION 1. 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:

the property known as Stonegate Shopping Center Addition, Tract 1B, and located at 429 Bedford Road, Bedford, Texas, shall be shown as approved by this ordinance.

SECTION 2. That the site plan attached hereto as Exhibit "A" is approved as a component of this amended ordinance approval. Any revisions to the property that deviate from the Site Plan attached hereto shall require an amendment to this ordinance.

SECTION 3. That approval of this amended ordinance is subject to the following stipulations:

- 1. There will be no external display of tires and no outside tire sales.**
- 2. All elevations of the restaurant are to match the exhibit and be earth tone in color.**
- 3. All elevations of the convenience store are to match the new restaurant building and are to be earth tone in color.**
- 4. The State Vehicle Inspection Station building exterior on all elevations is to match the color of the new restaurant and convenience store and are to be earth tone in color.**
- 5. The hours of operation for the State Vehicle Inspection Station and tire sales with inside storage will be 7:00 a.m. – 7:00 p.m.**

SECTION 4. 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/Full Service Gasoline Station/Gasoline Service Station with Restaurant, and State Car Inspection Station with tire sales and inside storage.

SECTION 5. 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 6. 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,

ORDINANCE NO. 13-

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 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 13th day of August, 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

NOTE: Contiguous Land Use
 Tract 2
 Stonegate Shopping Center Addition
 Vol. 386-51 pg. 16
 TSCA-NB 1997 Limited Partnership
 Vol. 12847 pg. 83
 Zoning District H
 (Heavy Commercial)

NOTE: Building Setback from property line 56'

EXISTING BUILDING
 853 sf 14' high
 State Inspection / Tires
 (Tires stored inside on racks)

TRACT 2
 STONEGATE SHOPPING CENTER ADDITION
 VOL. 386-51 PG. 16
 TSCA-NB 1997 LIMITED PARTNERSHIP
 VOL. 12847 PG. 83

NOTE: Building Setback from property line 43'

7 spaces restriped for angled parking (9'x16') (440 sf new pervious area)

2 new spat 9'x18'

NOTE: Building Setback from property line 75'

NOTE: Close this curb cut and replace with Landscaped Planting Area.

NOTE: extend island to make room for 3 additional car spaces (9'x22')

NOTE: All entrance curb turning radii are 10'.

SITE AREA : 29,924 sf (0.687 AC)

COVERAGE: existing 1955 sf
 new 890sf
 total 2845 sf (0.086FAR)

IMPERVIOUS AREA : The new building will be built on impervious area. There will be no reduction of existing pervious area.
 Landscaped area will be increased by the addition of planting areas at the new angled parking on the north edge, and with the island extensions and curb cut closure at Brown Trail and the Bedford Road intersection.

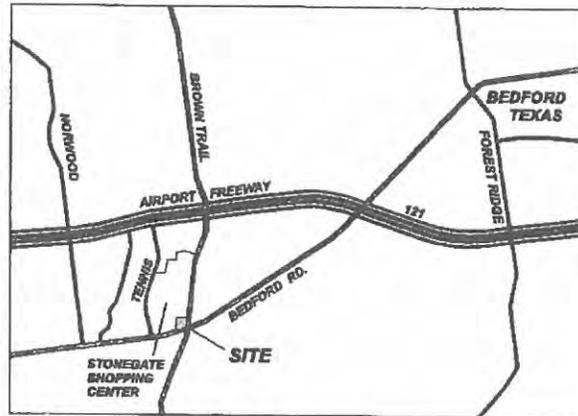
LANDSCAPING: 5885 sf required
 4363 sf front yard provided (facing Bedford Road & Brown Trail)
 1806 sf rear yard provided
 Total Provided: 6169 sf

 Exist Retail 1102 sf / 250= 5 spaces (Zoning requires min 6) 6 spaces extst
 Expansion adds 890 sf

Fast Food Service 990sf @ 1/150= 7 spaces
 Convenience Retail 1102sf @ 1/250= 5 spaces
 total required= 12 spaces
 Provided: 13 spaces

REQUIRED PARKING (Bedford Zoning Ordinance Section 6.2B chart)

Restaurants with drive-thru: 1/150 sf
 Retail: 1/250 up to 5000 sf, then 1/200 sf
 Service Stations: minimum 6
 Auto repair: 1/350 sf
 Drive thru stacking: 3 from ordering location
 Typical Stall Size 80' 9'x18'
 Typical Stall Size 45' 9'x16'



VICINITY MAP (NTS)

Z-236

BEDFORD CHEVRON / SUBWAY 429 Bedford-Eules Road
 OWNER: DFW DISTRIBUTOR PETROLEUM INC.

SITE PLAN

Z-236

06-05-13P01:27 RC



01 PROPOSED BROWN TRAIL ELEVATION
Scale: 1/4" = 1'-0"

PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JULY 11, 2013

APPROVED

17; Block 3, Lots 1-9; and Block 4, Lots 1-16 of the Stonecourt Addition to Amended "PUD" Planned Unit Development District (replace the Stonecourt Subdivision perimeter masonry fence with a wooden fence). The properties are generally located north of State Highway 183 and west of Industrial Boulevard. The applicant has requested to table this case to the September 26, 2013 meeting. (Tabled from the meeting of May 23, 2013).

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager who reviewed Zoning Case Z-235.

Chairman Stroope stated the public hearing was left open from the May 23, 2013 meeting, therefore, the public hearing remained open. He asked if there was anyone in the audience who wanted to speak about this item. There being no one to speak, the public hearing was left open to the September 26, 2013 meeting.

The Commission discussed the application.

Motion: Commissioner Fisher made a motion to table Zoning Case Z-235 up to the September 26, 2013, Planning and Zoning meeting.

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

Ayes: Commissioners Fisher, Sinisi, Carlson, Hall, Austin, Chairman Stroope

Nays: Commissioner Henning

Abstention: None

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

3. **Zoning Case Z-236, public hearing and consideration of a request to amend Zoning Ordinance 804 from Heavy Commercial/Specific Use Permit/Gasoline Sales and Car Wash to Heavy Commercial/Full Service Gasoline Station/Gasoline Service Station with Restaurant, for a Subway Restaurant, and State Car Inspection, tire sales with inside storage. The property is known as Stonegate Shopping Center Addition, Tract 1B and is located at 429 Bedford Road, Bedford, Texas. The property is generally located north of Bedford Road and west of Brown Trail.**

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager who reviewed Zoning Case Z-236.

Chairman Stroope recognized Sami Ebrahim, 11551 Forrest Central Drive, Dallas Texas, who was 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 7:26 PM.

The Commission discussed the application.

Motion: Commissioner Fisher made a motion to approve Zoning Case Z-236 with the following stipulations:

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JULY 11, 2013**

APPROVED

1. The State Car Inspection and Tire Shop business hours of operation will be 7:00 AM to 7:00 PM.
2. There shall be no external display of tires and no outside tire sales.
3. All elevations of the restaurant are to match the exhibit and be earth tone in color.
4. All elevations of the convenience store are to match the new restaurant building are to be earth tone in color.
5. The State Vehicle Inspection Station building exterior on all elevations is to match the color of the new restaurant and convenience store and are to be earth tone in color.

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

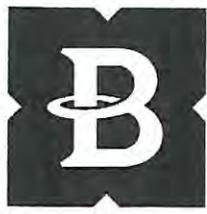
Motion approved 7-0-0. Chairman Stroope declared the motion approved.

4. Ordinance Amendment A-035, public hearing and consideration of a request to amend Zoning Ordinance Section 3.1 Schedule of Permitted Uses, and Section 3.2 Explanation of Uses and Specific Use Permit Requirements for Community Home and Group Home.

Chairman Stroope recognized Jacquelyn Reyff, AICP, Planning Manager who reviewed Ordinance Amendment A-035.

Chairman Stroope opened the public hearing at 7:40 PM and recognized the following:

- James Trigg, 1316 Wade Drive, Bedford, Texas, who spoke concerned about how the regulations would be enforced for Community Homes and Group Homes, how medical waste would be removed, and how outside lighting would be regulated?
- Don Bartko, 1317 Wade Drive, Bedford, Texas, who spoke concerned about regulations, responsibility and accountability of Community Homes and Group Homes.
- Dorothy McWhorter, 1600 Martha Drive, Bedford, Texas, who spoke concerned about the Community Homes and Group Homes street parking provisions, proper disposal of medical waste, and notification to nearby property owners when a Community Home or Group Home applied for a permit with the City. She noted this use is a business in a residential zoning district.
- Pamela Stroud, 1820 Wimbleton Drive, Bedford, Texas who spoke about the lack of privacy living across the street from a nursing home, and concerns that medical waste would not be disposed of properly.
- June Woodard, 916 Circle Lane, Bedford, Texas suggested modifying the regulations to make these uses more restrictive.
- Joe Grabling, 916 Circle Lane, Bedford, Texas who spoke concerned about how the City would handle reports of abuse in a Community Home or a Group Home. When would the yearly registration begin, and how would the City know when a Community Home or Group Home existed in a neighborhood? Would the



CITY OF
BEDFORD

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

July 16, 2013

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Tuesday, July 16, 2013

FROM:

City of Bedford
Yolanda Alonso, Planning and Zoning

Dear Christine,

Please publish the following in "Legal Notices" on Wednesday, July 17, 2013.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council will hold a Public Hearing on the following zoning items on Tuesday, August 13, 2013 at 6:30 PM, at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

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Public hearing and to consider an ordinance to amend the City of Bedford Zoning Ordinance Section 3.1 Schedule of Permitted Uses, and Section 3.2 Explanation of Uses and Specific Use Permit Requirements for Community Home and Group Home. (A-035)

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

Alonso, Yolanda

From: Lopez, Christine [clopez@star-telegram.com]
Sent: Tuesday, July 16, 2013 10:08 AM
To: Alonso, Yolanda
Subject: Re:

ad received :)
Christine

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

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On Tue, Jul 16, 2013 at 9:42 AM, Alonso, Yolanda <Yolanda.Alonso@bedfordtx.gov> wrote:

Good Morning Christine,

Please publish the attached ad in the July 17, 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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City of Bedford
Change of Zoning Application

06-10-13 P02:24 RCVD
RECEIVED Date

Z-236

Applicant Name (Print): Sami N Ebrahim (*Signature): [Signature]
Address: 11551 Forest Central Dr #230 Dallas TX 75243
Telephone number: 214-460-6056 Fax number: 214-319-9102

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: H/SUP/Gasoline Sales & Car Wash To: H/SUP/Full Service Gasoline Station / Gasoline Service Station with restaurant

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 1B Block 18 Addition Stonegate Shopping Center
Tract 18 Abstract 18 Survey 18 to the City of Bedford, Texas.
Street Address 429 Bedford Rd

PAID

Fee: (\$205.00 plus \$203.60 per acre over one.) \$205.00 - \$205.00 x 1 = 205.00
Payable by cash Visa, MasterCard, or check made out to the City of Bedford (# of acres) (total fee)

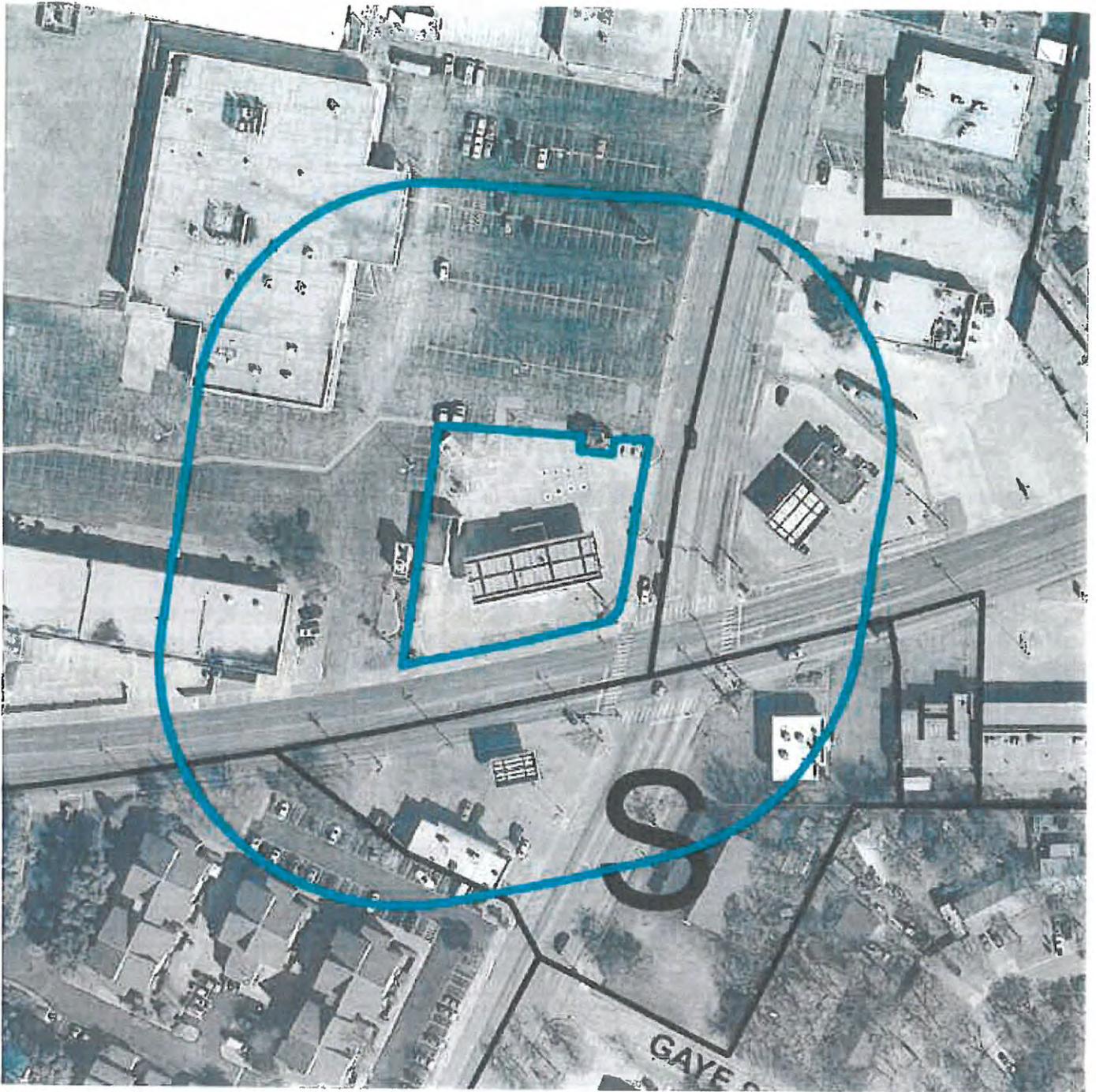
Property Owner (if not applicant): (*Signature) [Signature]

(Print name) Sam. N Ebrahim.
(Company name) DFW Distributor Petroleum, Inc
(Street Address, City, State & Zip Code) 11551 Forest Central Dr #230 Dallas TX 75243
(Telephone number) 214-460-6056 (FAX number) 214-319-9100

Land Planner/Engineer/Surveyor: (*Signature) [Signature]

(Print Name) ROBERT A. WYFFACK
(Company Name) PANDESIGN LLC
(Street Address, City, State & Zip Code) 6641 LAKESHORE DR. DALLAS, TX 75214
(Telephone number) 214 537 2196 (FAX number) ---

*Signatures certify that all information provided is true and correct.
(Please indicate sole contact for the City purposes with an arrow "→".)



City of Bedford, Texas

Hearing Date: 07-11-13 Z-236

Address: 429 BEDFORD RD
Addition: STONEGATE SHOPPING CENTER ADDN
Bedford, TX 76021

SUBNUM: BLOCK: TR: 1B



-  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.

Z-236



Z-236





Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 08/13/13

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider a resolution ordering a bond election to be held in the City of Bedford, Texas for the issuance of \$3,200,000 General Obligation Bonds for park improvements (Boys Ranch Lake improvements, trail improvements, channel improvements, recreation facilities, and related improvements at Boys Ranch Park), making provisions for the conduct of the election and resolving other matters incident and related to such election.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

This is a resolution to order a bond election to be held on Tuesday, November 5, 2013 to submit to the voters the aforesaid measure: "The issuance of \$3,200,000 General Obligation Bonds for park improvements (Boys Ranch Lake improvements, trail improvements, channel improvements, recreation facilities, and related improvements at Boys Ranch Park)". Pursuant to Section 3.005(c) of the Texas Election Code, a city must order its election no later than the 71st day before Election Day, which this year falls on Monday, August 26.

As in the past and per state law, staff recommends that this election be held jointly and administered by the Tarrant County Election's Administration. This has proven to be the most cost effective and efficient way to hold elections. The exact cost of the election is not known at this time and will depend on how many entities end up contracting with the County.

Early voting for the bond election will be from Monday, October 21 through Friday, November 1. The main early voting location in Bedford will be the Public Library at 2424 Forest Ridge Drive. As in elections past, voters can vote at any Tarrant County early voting location. However, as opposed to elections held in May, and due to requirements that counties cannot have polling locations with more than 5,000 registered voters, there will not be one consolidated polling location in Bedford such as the Pat May Center on Election Day itself. Voters will have to vote in their specific precinct locations. The City Secretary's Office will make sure that this information is advertised on the website and at key City facilities. Please note that Exhibits A and B are subject to change as the polling locations have not been finalized by Tarrant County. The finalized lists will be included in the Notice of Election, which will be published in the newspaper and posted at City facilities.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution ordering a bond election to be held in the City of Bedford, Texas for the issuance of \$3,200,000 General Obligation Bonds for park improvements (Boys Ranch Lake improvements, trail improvements, channel improvements, recreation facilities, and related improvements at Boys Ranch Park), making provisions for the conduct of the election and resolving other matters incident and related to such election.

FISCAL IMPACT:

The total estimated cost for this election is approximately \$18,000. A budget supplemental for this has item has been recommended for the FY13/14 budget.

ATTACHMENTS:

Resolution

RESOLUTION NO. _____

A RESOLUTION ordering a bond election to be held in the City of Bedford, Texas, making provisions for the conduct of the election and resolving other matters incident and related to such election.

WHEREAS, the City Council of the City of Bedford, Texas hereby finds that an election should be held to determine whether said governing body shall be authorized to issue bonds of said City in the amounts and for the purposes hereinafter identified; now, therefore,

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

SECTION 1: An election shall be held on the 5th day of November, 2013, in the City of Bedford, Texas, which date is not less than sixty-two (62) nor more than seventy-one (71) days from the date of the adoption hereof and which is a uniform election date pursuant to Texas Election Code, Section 41.001, as amended, for the purpose of submitting the following measure:

“SHALL the City Council of the City of Bedford, Texas, be authorized to issue general obligation bonds of the City in the principal amount of \$3,200,000 for permanent public improvements and public purposes, to wit: park improvements (Boys Ranch Lake improvements, trail improvements, channel improvements, recreation facilities, and related improvements at Boys Ranch Park); such bonds to mature serially or otherwise over a period not to exceed THIRTY (30) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”

SECTION 2: A voting system or systems meeting the standards and requirements of the Texas Election Code, as amended, is hereby adopted and approved for early voting by personal appearance and by mail and for election day voting.

Ballots shall be prepared in accordance with the Texas Election Code, as amended, and shall permit electors to vote “FOR” or “AGAINST” the aforesaid measure[s] which shall appear on the ballot substantially as follows:

“THE ISSUANCE OF \$3,200,000 GENERAL OBLIGATION BONDS FOR PARK IMPROVEMENTS (BOYS RANCH LAKE IMPROVEMENTS, TRAIL IMPROVEMENTS, CHANNEL IMPROVEMENTS, RECREATION FACILITIES, AND RELATED IMPROVEMENTS AT BOYS RANCH PARK)”

SECTION 3: The City shall be divided into fifteen (15) election precincts for this election and the polling places designated for each election precinct are shown in **Exhibit A**, which is attached hereto and incorporated herein by reference as a part of this Resolution for all purposes. The election officers and maximum number of clerks for each polling place shall be determined and appointed in accordance with a Joint Election Agreement and Contract for Election Services (the "Contract") to be executed with the Tarrant County Elections Administrator.

On election day, the polls shall be open from 7:00 a.m. to 7:00 p.m.

SECTION 4: The locations, dates and times for early voting for this election shall be as shown in **Exhibit B** which is attached hereto and incorporated herein by reference as a part of this Resolution for all purposes. **Exhibit B** shall be modified to include additional early voting locations designated by the Tarrant County Elections Administrator and to conform to the Contract. Steve Raborn, Tarrant County Elections Administrator, is hereby appointed early voting clerk and shall appoint and designate deputy clerks for early voting in accordance with the Contract.

For purposes of processing ballots cast in early voting, the election officers for the early voting ballot board for this election shall be appointed and designated in accordance with the provisions of the Contract.

To provide convenience to the voter, City of Bedford voters will also be able to vote at any Tarrant County early voting polling place established for the November 5, 2013 election date. For more information regarding the early voting locations please contact Tarrant County Elections Center at 2700 Premier Street, Fort Worth, TX 76111 or 817-831-VOTE (8683).

SECTION 5: The Central Counting Station for the tabulation and counting of ballots for this election shall be located at the Tarrant County Elections Center at 2700 Premier Street, Fort Worth, TX 76111, and the Manager, Tabulation Supervisor, Presiding Judge and Alternate Presiding Judge at the Central Counting Station shall be appointed and designated in accordance with the provisions of the Contract.

The Manager and Presiding Judge of the Central Counting Station may appoint clerks to serve at such Central Counting Station, as provided by Texas Election Code, Section 127.006, as amended.

SECTION 6: All resident qualified electors of the City shall be permitted to vote at said election, and on the day of the election, such electors shall vote at the polling place designated for the election precinct in which they reside. This election shall be held and conducted in accordance with the applicable provisions of the Texas Election Code, as amended, and Texas Government Code, Chapter 1251, as amended, and to the extent required by law, all election materials and proceedings shall be printed in both English and Spanish.

SECTION 7: A substantial copy of this Resolution, including a Spanish translation thereof, shall be posted at three (3) public places within the City and at the City Hall not less than twenty-one (21) full days prior to the date on which said election is to be held. Notice of the election as required by the Texas Election Code, as amended, and Texas Government Code,

Chapter 1251, as amended, and shall also be published on the same day in each of two successive weeks in a newspaper of general circulation in said City, the first of said publications to appear in said newspaper not more than thirty (30) days and not less than fourteen (14) full days prior to the day of the election.

SECTION 8: This Resolution shall incorporate the provisions of the Contract, and to the extent of any conflict between this Resolution and the Contract, the provisions of the Contract shall control.

This Resolution hereby incorporates the provisions of the Contract, and to the extent of any conflict between this Resolution and the Contract, the provisions of the Contract shall control. The Mayor, City Manager or other appropriate official, is hereby authorized to correct, modify or change the Exhibits to this Resolution based upon the final locations and times agreed upon by the Tarrant County Elections Administrator and the City.

(remainder of page left blank intentionally)

PASSED AND APPROVED, this the 13th day of August, 2013.

CITY OF BEDFORD, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
NOVEMBER 5, 2013
ELECTION DAY POLLING LOCATIONS

**PROPOSED November 5, 2013 Election Day Sites
for Precincts in Bedford– 13 Total (as of 8/7/13)**

Key Precinct/Precincts at Site	Election Day Polling Location
3037	Shady Brook Elementary School 2601 Shady Brook Drive Bedford, Texas 76021
3156	First Baptist Church of Hurst 1801 Norwood Drive Hurst, Texas 76054
3157	Stonegate Elementary School 900 Bedford Road East Bedford, Texas 76022
3183	Calvary Baptist Church 304 Calvary Drive Eules, Texas 76040
3200	Bedford Boys Ranch 2801 Forest Ridge Drive Bedford, Texas 76021
3212	Central Baptist Church of Bedford 1120 Central Drive Bedford, Texas 76022
3254, 3327, 3517	Pat May Center 1849-B Central Drive Bedford, Texas 76022
3260	Bedford Heights Elementary School 1000 Cummings Drive Bedford, Texas 76021
3334	First Baptist Church of Bedford 2045 Bedford Road Bedford, Texas 76021
3368, 3539, 3562	Bedford Junior High School 325 Carolyn Drive Bedford, Texas 76021
3574	Covenant Church 3508 Glade Road Colleyville, Texas 76034
3443, 3249, 3322	Concordia Lutheran Church 3705 Harwood Road Bedford, Texas 76021
3516, 3283	Woodland Heights Baptist Church 3712 Central Drive Bedford, Texas 76021

EXHIBIT B

**MAIN EARLY VOTING POLLING PLACE AND HOURS
AND
TEMPORARY EARLY VOTING POLLING PLACES AND HOURS**

DRAFT

TARRANT COUNTY EARLY VOTING

(VOTACIÓN ADELANTADA DEL CONDADO DE TARRANT)

NOVEMBER 5, 2013

(5 DE NOVIEMBRE DE 2013)

JOINT GENERAL AND SPECIAL ELECTIONS

(ELECCIONES GENERALES CONJUNTAS Y ESPECIALES)

This schedule of early voting locations, dates and times applies to voters in the following cities, schools, library and water districts: *(Este horario de casetas de votación adelantada, sus fechas y tiempos aplican a votantes en las siguientes distritos de ciudades, escolares, librería y distritos de agua):* Arlington, Bedford, Benbrook, Crowley, Forest Hill, Haltom City, Richland Hills, Sansom Park, White Settlement, Azle ISD, Birdville ISD, Carroll ISD, Fort Worth ISD, Lake Worth ISD, Benbrook Library District and Benbrook Water Authority.

EARLY VOTING BY PERSONAL APPEARANCE DAYS AND HOURS

(DÍAS Y HORAS DE VOTACIÓN TEMPRANO POR APARICIÓN PERSONAL)

October (Octubre) 21 – 25	Monday – Friday (Lunes – Viernes)	8:00 a.m. – 5:00 p.m.
October (Octubre) 26	Saturday (Sábado)	7:00 a.m. – 7:00 p.m.
October (Octubre) 27	Sunday (Domingo)	11:00 a.m. – 4:00 p.m.
October (Octubre) 28 – 31	Monday – Thursday (Lunes – Jueves)	7:00 a.m. – 7:00 p.m.
November (Noviembre) 1	Friday (Viernes)	7:00 a.m. – 7:00 p.m.

Location (Ubicación)	Address (Dirección)	City (Ciudad)	Zip Code (Código postal)
Bob Duncan Center	2800 South Center Street	Arlington	76014
Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington	76006
Center for Community Service Junior League of Arlington	4002 West Pioneer Parkway	Arlington	76013
South Service Center	1100 SW Green Oaks Boulevard	Arlington	76017
Tarrant County Sub-Courthouse in Arlington	700 E Abram Street	Arlington	76010
B J Clark Annex Room 4	603 Southeast Parkway	Azle	76020
Bedford Public Library	2424 Forest Ridge Drive	Bedford	76021
Benbrook Community Center	228 San Angelo Avenue	Benbrook	76126
Colleyville City Hall	100 Main Street	Colleyville	76034
Crowley Community Center	900 East Glendale Street	Crowley	76036
Eules Public Library	201 North Ector Drive	Eules	76039
Forest Hill Civic Center	6901 Wichita Street	Forest Hill	76140
Diamond Hill/Jarvis Library	1300 Northeast 35 th Street	Fort Worth	76106
Griffin Sub-Courthouse	3212 Miller Avenue	Fort Worth	76119
Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	76112
JPS Health Center Viola M. Pitts/Como Lower Level – Suite 100	4701 Bryant Irvin Road N	Fort Worth	76107
Southside Community Center	959 East Rosedale Street	Fort Worth	76104
Southwest Sub-Courthouse	6551 Granbury Road	Fort Worth	76133
Summertown Branch Library	4205 Basswood Boulevard	Fort Worth	76137
Tarrant County Election Center Main Early Voting Site <i>(Principal sitio the votación adelantada)</i>	2700 Premier Street	Fort Worth	76111
Tarrant County Plaza Building	201 Burnett Street	Fort Worth	76102
Villages of Woodland Springs Amenity Center	12209 Timberland Boulevard	Fort Worth	76244
Worth Heights Community Center	3551 New York Avenue	Fort Worth	76110
Asia Times Square	2615 W. Pioneer Parkway <i>(Corner Pioneer Pkwy and Great Southwest Pkwy)</i>	Grand Prairie	75051
Grapevine Community Activities Center	1175 Municipal Way	Grapevine	76051
Haltom City Northeast Center	3201 Friendly Lane	Haltom City	76117
Hurst Recreation Center	700 Mary Drive	Hurst	76053

DRAFT

TARRANT COUNTY EARLY VOTING
(VOTACIÓN ADELANTADA DEL CONDADO DE TARRANT)
NOVEMBER 5, 2013
(5 DE NOVIEMBRE DE 2013)
JOINT GENERAL AND SPECIAL ELECTIONS
(ELECCIONES GENERALES CONJUNTAS Y ESPECIALES)

List of Early Voting locations continued
(Lista de casetas de votación adelantada
continuó)

Location (Ubicación)	Address (Dirección)	City (Ciudad)	Zip Code (Código postal)
Keller Town Hall	1100 Bear Creek Parkway	Keller	76248
Kennedale Community Center	316 West 3rd Street	Kennedale	76060
Sheriff's Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	76135
Mansfield Sub-Courthouse	1100 East Broad Street	Mansfield	76063
Dan Echols Center	6801 Glenview Drive	N. Richland Hills	76180
North Richland Hills Public Library	9015 Grand Avenue	N. Richland Hills	76180
Richland Hills Public Library	6724 Rena Drive	Richland Hills	76118
Eagle Mountain-Saginaw ISD Administration Building 6 – Training Room	1200 Old Decatur Road	Saginaw	76179
Southlake Town Hall	1400 Main Street	Southlake	76092
White Settlement Public Library	8215 White Settlement Road	White Settlement	76108

Temporary Location with Special Days and Hours
(Lista de Caseta Temporal con Días y Horas Especiales)

October (Octubre) 22 – 24 Tuesday – Thursday (Martes – Jueves) 8:00 a.m. – 5:00 p.m.

Location (Ubicación)	Address (Dirección)	City (Ciudad)	Zip Code (Código postal)
UTA – University of Texas at Arlington Maverick Activities Center	500 W Nedderman Drive	Arlington	76019

Application for a Ballot by Mail may be downloaded from our website: www.tarrantcounty.com/elections
(Solicitud para Boleta por Correo se puede descargar de nuestro sitio web): www.tarrantcounty.com/elections

Information by phone: Tarrant County Elections Administration, 817-831-8683
(Información por teléfono): (Administración de Elecciones del Condado de Tarrant 817-831-8683)

Applications for a Ballot by Mail must be submitted between September 6, 2013 and October 25, 2013 by mail or fax to:
(Solicitudes para una Boleta por Correo pueden ser sometidas entre el 6 de Septiembre de 2013 y 25 de Octubre de 2013 por correo o fax a):

Steve Raborn, Early Voting Clerk (Secretario De Votación Adelantada)
PO Box 961011
Fort Worth TX 76161-0011

Fax: 817-831-6118



Council Agenda Background

<u>PRESENTER:</u> Clifford Blackwell, C.G.F.O., Director of Administrative Services		<u>DATE:</u> 08/13/13
Council Mission Area: Be responsive to the needs of the community.		
<u>ITEM:</u> Receive the 2013 Certified Ad Valorem Tax Roll from the Tarrant Appraisal District. City Attorney Review: N/A City Manager Review: _____		
<u>DISCUSSION:</u> Section 26.04 of the Texas Tax Code requires the appraisal roll for a taxing unit be submitted to the governing body each year by August 1 or as soon thereafter as practicable. This information shall include the total appraised, assessed, and taxable values for all properties within the City of Bedford's jurisdiction. In addition, this information includes the total taxable value of new property that did not exist on the previous year's tax roll. The attached information has been supplied by the Tarrant Appraisal District and certified by its chief appraiser, Jeff Law. It reflects the taxable values of all properties on the City of Bedford tax roll as of July 25, 2013.		
<u>RECOMMENDATION:</u> No action necessary – for City Council information only		
<u>FISCAL IMPACT:</u> N/A	<u>ATTACHMENTS:</u> 2013 Certified Appraisal Roll valuation Summary 2013 A.R.B. Protest Information 2013 Incomplete Property Information Supporting documentation	



TARRANT APPRAISAL DISTRICT

CITY OF BEDFORD

**2013 Certified Appraisal Roll
Valuation Summary**

I, Jeff Law, Chief Appraiser for the Tarrant Appraisal District, to the best of my ability do solemnly swear that the attached is that portion of the appraisal roll of the Tarrant Appraisal District which lists property taxable by the above named entity and constitutes their certified appraisal roll.

APPRAISED VALUE (Considers Value Caps) - - - - - > \$ 3,456,365,833

Absolute Exemption	\$	253,944,294
Cases before ARB	\$	53,510,466
Incompletes	\$	39,498,482
Deferred, Special Use, and Partial Exemptions	\$	178,968,198

See Totals Report for breakdown of each Exemption

NET TAXABLE VALUE - - - - - > \$ 2,930,444,393

Appraised value minus Absolute Exemption amount, minus ARB amount, minus Incompletes, minus Deferred, Special Use and Partial Exemptions to equal the NTV.

ESTIMATED NET TAXABLE VALUE - - - - - > \$ 3,006,179,994

Including suggested values to be used for pending A.R.B. accounts (see page two), and Incomplete accounts (see page three).



Jeff Law, Chief Appraiser



TARRANT APPRAISAL DISTRICT
Jeff Law, Chief Appraiser

CITY OF BEDFORD

2013 Appraisal Review Board Information

Section 25.01 (c) of the State Property Tax Code directs the chief appraiser to prepare a list of all properties under protest with the Appraisal Review Board and pending disposition at the time of value roll certification.

The values below are from the ARB roll and are not included in the totals certified by the chief appraiser and represented on page 1 of this report.

\$	53,510,466	Total appraised value of properties under protest.
\$	52,224,467	Net taxable value of properties under protest.
\$	36,557,126	Estimated minimum taxable value for the same properties. This value should be added to the net taxable value on page one.



TARRANT APPRAISAL DISTRICT
Jeff Law, Chief Appraiser

CITY OF BEDFORD

2013 Incomplete Property Information

Section 26.01(d) of the State Property Tax Code directs the chief appraiser to prepare a list of all properties that are not on the certified appraisal roll and not included on the ARB roll.

The values below are from the incomplete property listing and are not included in the totals certified by the chief appraiser and represented on page 1 of this report.

The value of incomplete properties are subject to change and are also subject to appeal before the Appraisal Review Board.

\$	39,498,482	Total appraised value of incomplete properties
\$	39,178,475	Estimated net taxable value of incomplete properties

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TARRANT APPRAISAL DISTRICT
 CITY OF BEDFORD
 TOTALS REPORT
 2013

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 ROLL: CERTIFIED

REPORT ITEM		APPRAISED VALUE	ACCOUNTS	TAXABLE VALUE
1. REAL ESTATE RESIDENTIAL	(+)	2,117,455,125	13,858	1,935,418,960
2. REAL ESTATE COMMERCIAL	(+)	1,172,880,816	823	922,516,984
3. REAL ESTATE INDUSTRIAL	(+)	4,788,555	3	4,788,555
4. PERSONAL PROPERTY COMMERCIAL	(+)	159,204,026	1,315	157,274,376
5. PERSONAL PROPERTY INDUSTRIAL	(+)	1,848,270	5	1,848,270
6. MINERAL LEASE PROPERTIES	(+)	0	0	0
7. AGRICULTURE PROPERTIES	(+)	189,041	1	190
8. TOTAL APPRAISED VALUE	(=)	3,456,365,833	16,005	3,021,847,335
9. CASES BEFORE ARB	(-)	53,510,466	218	52,224,467
10. INCOMPLETE ACCOUNTS	(-)	39,498,482	351	39,178,475
11. CERTIFIED APPRAISED VALUE	(=)	3,363,356,885	15,436	2,930,444,393
EXEMPTION DETAIL		EXEMPT AMOUNT	ACCOUNTS	APPRAISED VALUE
12. ABSOLUTE EXEMPTIONS		253,944,294	327	253,944,294
13. AG DEFERRALS		188,851	1	189,041
14. SCENIC DEFERRALS		0	0	0
15. ABATEMENTS		0	0	0
16. PUBLIC ACCESS AIRPORTS		0	0	0
17. INDIGENT HOUSING		0	0	0
18. NOMINAL VALUE ACCOUNTS		499	1	499
19. DISABLED VETS		9,281,583	264	41,519,434
20. FREEPORT INVENTORY		0	0	0
21. GOODS IN TRANSIT		0	0	0
22. HOMESTEADS - STATE MANDATE		0	0	0
23. OVER 65 - STATE MANDATE		0	0	0
24. DISABLED - STATE MANDATE		0	0	0
25. HOMESTEADS - LOCAL OPTION		0	0	0
26. OVER 65 - LOCAL OPTION		169,339,659	3,434	536,232,231
27. DISABLED - LOCAL OPTION		0	138	0
28. SOLAR/WIND		1	1	180,000
29. POLLUTION CONTROL		10,503	1	96,333
30. COMM HSE DEV		0	0	0
31. PRORATED ABSOLUTE		147,102	3	676,595
32. HISTORIC SITES		0	0	0
33. FOREIGN TRADE ZONE		0	0	0
34. TOTAL EXEMPT AMOUNT	(-)	432,912,492		
35. NET TAXABLE VALUE	(=)	2,930,444,393	15,436	3,363,356,885
NEW EXEMPTIONS THIS YEAR (INCLUDED IN ITEM 12 TO 33)		EXEMPT AMOUNT	ACCOUNTS	APPRAISED VALUE
36. NEW ABSOLUTE EXEMPTIONS		813,533	2	813,533
37. NEW AG DEFERRALS		0	0	0
38. NEW SCENIC DEFERRALS		0	0	0
39. NEW ABATEMENTS		0	0	0
40. NEW PUBLIC ACCESS AIRPORTS		0	0	0
41. NEW INDIGENT HOUSING		0	0	0
42. NEW NOMINAL VALUE ACCOUNTS		0	0	0
43. NEW DISABLED VETS		214,460	13	2,378,900
44. NEW FREEPORT INVENTORY		0	0	0
45. NEW GOODS IN TRANSIT		0	0	0

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TARRANT APPRAISAL DISTRICT
 CITY OF BEDFORD
 TOTALS REPORT
 2013

002
 JUL
 ROLL: CERTIFIED

NEW EXEMPTIONS THIS YEAR	EXEMPT AMOUNT	ACCOUNTS	APPRAISED VALUE
46. NEW HOMESTEADS - STATE MANDATE	0	0	0
47. NEW OVER 65 - STATE MANDATE	0	0	0
48. NEW DISABLED - STATE MANDATE	0	0	0
49. NEW HOMESTEADS - LOCAL OPTION	0	0	0
50. NEW OVER 65 - LOCAL OPTION	3,974,500	81	12,848,630
51. NEW DISABLED - LOCAL OPTION	0	4	0
52. NEW SOLAR/WIND	0	0	0
53. NEW POLLUTION CONTROL	0	0	0
54. NEW COMM HSE DEV	0	0	0
55. NEW PRORATED ABSOLUTE	76,545	1	103,095
56. NEW HISTORIC SITES	0	0	0
57. NEW FOREIGN TRADE ZONE	0	0	0

NEW CONSTRUCTION	TAXABLE VALUE	ACCOUNTS	APPRAISED VALUE
58. ALL REAL ESTATE	6,293,903	49	6,295,703
59. NEW BUSINESS IN NEW IMPROVEMENT	0	0	0
60. TOTAL NEW CONSTRUCTION	6,293,903	49	6,295,703
61. NEW CONSTRUCTION IN RESIDENTIAL	1,353,170	38	1,354,970
62. NEW CONSTRUCTION IN COMMERCIAL	4,940,733	11	4,940,733

63. ANNEXATIONS	0	0	0
64. DEANNEXATIONS	0	0	0

TAX CEILINGS	TAXABLE VALUE	ACCOUNTS	CEILING AMOUNT
65. OVER 65	355,848,235	3,343	1,482,206.07
66. DISABLED PERSON	17,976,800	135	79,883.91
67. TOTAL CEILINGS (INCLUDED IN ABOVE)	373,825,035	3,478	1,562,089.98
68. NEW OVER 65 CEILINGS	30,386,716	268	147,146.19
69. NEW DISABLED PERSON CEILINGS	1,852,250	14	9,038.19

CAPPED ACCOUNTS	CAP VALUE	ACCOUNTS	CAP LOSS
70. CAP TOTAL	107,241,423	645	1,939,227
71. NEW CAP THIS YEAR	103,420,836	617	1,629,114

ALL EXEMPTIONS BY GROUP	EXEMPT AMOUNT	APPRAISED VALUE
72. ALL RESIDENTIAL ACCOUNTS	182,036,165	2,117,455,125
73. ALL COMMERCIAL ACCOUNTS	252,293,482	1,332,084,842
74. ALL INDUSTRIAL ACCOUNTS	0	6,636,825
75. ALL MINERAL LEASE ACCOUNTS	0	0
76. ALL AGRICULTURE ACCOUNTS	188,851	189,041

07/22/2013
7.38.51
TOT210EP

CITY OF BEDFORD
ABSOLUTES, ARB & INCOMPLETE TOTALS BY CATEGORY
2013

002
JUL
CERTIFIED

	ABSOLUTES AMOUNT	COUNT	ARB AMOUNT	COUNT	INCOMPLETE AMOUNT	COUNT
1. REAL ESTATE RESIDENTIAL	2,836,217	81	27,179,230	154	229,000	1
2. REAL ESTATE COMMERCIAL	249,980,429	233	13,549,594	24	9,036,723	7
3. REAL ESTATE INDUSTRIAL	0	0	300,000	1	0	0
4. PERSONAL PROPERTY COMMERCIAL	1,127,648	13	12,481,642	39	30,232,759	343
5. PERSONAL PROPERTY INDUSTRIAL	0	0	0	0	0	0
6. MINERAL LEASE PROPERTIES	0	0	0	0	0	0
7. AGRICULTURE PROPERTIES	0	0	0	0	0	0
TOTAL	253,944,294	327	53,510,466	218	39,498,482	351

07/22/2013
7.45.17
TOT350EP

CITY OF BEDFORD
CERTIFIED, ARB & INCOMPLETE EXEMPTION TOTALS
2013

ROLL: 002
JUL
CERTIFIED

	CERTIFIED LOSS	COUNT	ARB LOSS	COUNT	INCOMPLETE LOSS	COUNT	TOTAL LOSS	COUNT
1. ABSOLUTE EXEMPTIONS	253,944,294	327	765,573	8	16,085	1	254,725,952	336
2. AG DEFERRALS	188,851	1	0	0	0	0	188,851	1
3. SCENIC DEFERRALS	0	0	0	0	0	0	0	0
4. ABATEMENTS	0	0	0	0	0	0	0	0
5. PUBLIC ACCESS AIRPORTS	0	0	0	0	0	0	0	0
6. INDIGENT HOUSING	0	0	0	0	0	0	0	0
7. NOMINAL VALUE ACCOUNTS	499	1	0	0	5,916	21	6,415	22
8. DISABLED VETS	9,281,583	264	17,000	2	0	0	9,298,583	266
9A. FREEPORT INVENTORY	0	0	0	0	0	0	0	0
9B. GOODS IN TRANSIT	0	0	0	0	0	0	0	0
10. HOMESTEADS	0	0	0	0	0	0	0	0
11. OVER 65	169,339,659	0	500,000	10	0	0	169,839,659	10
12. DISABLED PERSON	0	138	0	0	0	0	0	138
13. SOLAR/WIND	1	1	0	0	0	0	1	1
14. POLLUTION CONTROL	10,503	1	3,426	3	0	0	13,929	4
15. COMM HSE OEV	0	0	0	0	0	0	0	0
16. PRORATED ABSOLUTE	147,102	3	0	0	298,006	1	445,108	4
17. HISTORIC SITES	0	0	0	0	0	0	0	0
18. FOREIGN TRADE ZONE	0	0	0	0	0	0	0	0
19. NET TAXABLE VALUE OF ALL FROZEN ACCTS		373,825,035		3,478 ACCTS				
20. CAP LOSS ON RESIDENTIAL MARKET VALUES		1,939,227		645 ACCTS				

CERTIFIED APPRAISED VALUE 3,109,412,591 15,182 ACCTS
 PROTECTED APPRAISED VALUE 53,510,466 218 ACCTS
 INCOMPLETE APPRAISED VALUE 39,498,482 351 ACCTS
 ABSOLUTE EXEMPT VALUE 253,944,294 327 ACCTS
 TOTAL APPRAISED VALUE 3,456,365,833 16,005 ACCTS

CERTIFIED NET TAXABLE VALUE 2,930,444,393
 NET TAXABLE IN ARB 52,224,467
 NET TAXABLE IN INCOMPLETE 39,178,475
 TOTAL NET TAXABLE VALUE 3,021,847,335

CATEGORY	CERT. APPR VALUE NUMBER OF ACCTS	ARB VALUE NUMBER OF ACCTS	INCOMPLETE VALUE NUMBER OF ACCTS	AG VALUE NUMBER OF ACCTS	AG ACREAGE	NEW CONSTRUCTION NUMBER OF ACCTS
A1 RESIDENTIAL SINGLE-FAMILY	1,938,065,920 11,984	27,058,770 149	229,000 1	0 0	0.0000	850,070 36
NET TAXABLE VALUE	1,775,968,539	26,541,770	229,000	0	0.0000	0
A2 RESIDENTIAL MOBILE HOMES	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0	0.0000	0
A3 RESIDENTIAL CONDOMINIUMS	14,710,104 132	0 0	0 0	0 0	0.0000	0 0
NET TAXABLE VALUE	12,203,437	0	0	0	0.0000	0
A4 RESIDENTIAL TOWNHOMES	29,856,650 295	118,400 1	0 0	0 0	0.0000	0 0
NET TAXABLE VALUE	25,334,150	118,400	0	0	0.0000	0
A5 RESIDENTIAL UNDECLARED	46,284,768 398	0 0	0 0	0 0	0.0000	0 0
NET TAXABLE VALUE	42,602,368	0	0	0	0.0000	0
A9 INTERIM USE	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0	0.0000	0
** CAT A TOTALS	2,028,917,442 12,809	27,177,170 150	229,000 1	0 0	0.0000	850,070 36
** CAT A NET TAXABLE VALUE	1,856,108,494	26,660,170	229,000	0		
B1 RESIDENTIAL MULTI-FAMILY	381,673,057 47	0 0	0 0	0 0	0.0000	0 0
NET TAXABLE VALUE	381,673,057	0	0	0	0.0000	0
B2 RESIDENTIAL DUPLEX	52,922,365 534	0 0	0 0	0 0	0.0000	0 0
NET TAXABLE VALUE	47,048,365	0	0	0	0.0000	0
B3 RESIDENTIAL TRIPLEX	535,200 2	0 0	0 0	0 0	0.0000	0 0
NET TAXABLE VALUE	535,200	0	0	0	0.0000	0
B4 RESIDENTIAL QUADRUPLX	1,994,600 8	0 0	0 0	0 0	0.0000	0 0
NET TAXABLE VALUE	1,994,600	0	0	0	0.0000	0
** CAT B TDITLS	437,125,222 591	0 0	0 0	0 0	0.0000	0 0
** CAT B NET TAXABLE VALUE	431,251,222	0	0	0		
C1 VAC/PLATTED RES. LT 5 ACRES	2,215,586 257	2,060 4	0 0	0 0	0.0000	0 0
NET TAXABLE VALUE	2,215,586	2,060	0	0	0.0000	0
C2 VAC/PLATTED COMMERCIAL	16,606,583 69	199,235 1	0 0	190 1	2.4110	0 0
NET TAXABLE VALUE	16,417,732	199,235	0	0		0
C3 VAC/UNPLATTED RURAL LT 5 ACRES	0 0	0 0	0 0	0 0	0.0000	0 0
NET TAXABLE VALUE	0	0	0	0	0.0000	0

CATEGORY	CERT. APPR VALUE NUMBER OF ACCTS	ARB VALUE NUMBER OF ACCTS	INCOMPLETE VALUE NUMBER OF ACCTS	AG VALUE NUMBER OF ACCTS	AG ACREAGE	NEW CONSTRUCTION NUMBER OF ACCTS
C6 VACANT EXEMPT-RIGHT OF WAY	103,095	0	0	0	0.0000	0
NET TAXABLE VALUE	26,550	0	0	0		0
** CAT C TOTALS	18,925,264	201,295	0	190	2.4110	0
** CAT C NET TAXABLE VALUE	18,659,868	201,295	0	1		0
D1 ACREAGE RANCH LAND	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0		0
D2 ACREAGE TIMBERLAND	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0		0
D3 ACREAGE FARM LAND	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0		0
D4 ACREAGE UNDEVELOPED	6,611,643	0	0	0	0.0000	0
NET TAXABLE VALUE	6,611,643	0	0	0		0
** CAT D TOTALS	6,611,643	0	0	0	0.0000	0
** CAT D NET TAXABLE VALUE	6,611,643	0	0	0		0
E1 FARM/RCH HOUSE + LTD ACRES	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0		0
E2 FARM/RCH MH + LTD ACRES	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0		0
E3 FARM/RCH OTHER	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0		0
** CAT E TOTALS	0	0	0	0	0.0000	0
** CAT E NET TAXABLE VALUE	0	0	0	0		0
F1 COMMERCIAL	492,091,153	13,350,359	9,036,723	0	0.0000	4,940,733
NET TAXABLE VALUE	422	23	7	0		11
F2 INDUSTRIAL	492,082,301	13,350,359	8,738,717	0	0.0000	0
NET TAXABLE VALUE	4,488,555	300,000	0	0		0
F3 BILLBOARDS	4,488,555	300,000	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0		0
NET TAXABLE VALUE	0	0	0	0		0

CATEGORY	CERT. APPR VALUE NUMBER OF ACCTS	ARB VALUE NUMBER OF ACCTS	INCOMPLETE VALUE NUMBER OF ACCTS	AG VALUE NUMBER OF ACCTS	AG AGREAGE	NEW CONSTRUCTION NUMBER OF ACCTS
** CAT F TOTALS	496,579,708 424	13,650,359 24	9,036,723 7	0	0.0000	4,940,733 11
** CAT F NET TAXABLE VALUE	496,570,856	13,650,359	8,738,717	0	0.0000	0
G1 OIL, GAS, MINERAL RESERVE	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0	0.0000	0
** CAT G TOTALS	0	0	0	0	0.0000	0
** CAT G NET TAXABLE VALUE	0	0	0	0	0.0000	0
J1 UTILITY WATER SYSTEMS	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0	0.0000	0
J2 UTILITY GAS COMPANIES	4,268,115	0	0	0	0.0000	0
NET TAXABLE VALUE	4,268,115	0	0	0	0.0000	0
J3 UTILITY ELECTRIC COMPANIES	20,972,997	0	0	0	0.0000	0
NET TAXABLE VALUE	20,972,997	0	0	0	0.0000	0
J4 UTILITY TELEPHONE COMPANIES	20,972,997	0	0	0	0.0000	0
NET TAXABLE VALUE	20,972,997	0	0	0	0.0000	0
J5 UTILITY RAILROADS	4,298,491	221,755	2,974,193	0	0.0000	0
NET TAXABLE VALUE	4,298,491	221,755	2,974,193	0	0.0000	0
J6 UTILITY PIPELINES	208,470	0	0	0	0.0000	0
NET TAXABLE VALUE	208,470	0	0	0	0.0000	0
J7 UTILITY CABLE COMPANIES	432,750	0	2,717,611	0	0.0000	0
NET TAXABLE VALUE	432,750	0	2,717,611	0	0.0000	0
J8 UTILITY OTHER	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0	0.0000	0
** CAT J TOTALS	30,180,823	221,755	5,691,804	0	0.0000	0
** CAT J NET TAXABLE VALUE	30,180,823	221,755	5,691,804	0	0.0000	0
L1 COMMERCIAL	88,429,959	12,259,887	24,540,955	0	0.0000	0
NET TAXABLE VALUE	88,418,957	11,490,888	24,518,954	0	0.0000	0
L2 INDUSTRIAL	1,848,270	0	0	0	0.0000	0
NET TAXABLE VALUE	1,848,270	0	0	0	0.0000	0

CATEGORY	CERT. APPR VALUE NUMBER OF ACCTS	ARB VALUE NUMBER OF ACCTS	INCOMPLETE VALUE NUMBER OF ACCTS	AG VALUE NUMBER OF ACCTS	AG ACREAGE	NEW CONSTRUCTION NUMBER OF ACCTS
** CAT L TOTALS	90,278,229 911	12,259,887 38	24,540,955 315	0	0.0000	0
** CAT L NET TAXABLE VALUE	90,267,227	11,490,888	24,518,954	0	0.0000	0
M1 PRIVATE WATERCRAFT	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0	0.0000	0
M2 PRIVATE AIRCRAFT	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0	0.0000	0
M3 MOBILE HOME IMPROVEMENT ONLY	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0	0.0000	0
M4 MISCELLANEOUS	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0	0.0000	0
** CAT M TOTALS	0	0	0	0	0.0000	0
** CAT M NET TAXABLE VALUE	0	0	0	0	0.0000	0
N1 NOT OTHERWISE CLASSIFIED	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0	0.0000	0
** CAT N TOTALS	0	0	0	0	0.0000	0
** CAT N NET TAXABLE VALUE	0	0	0	0	0.0000	0
01 RES VACANT INVENTORY C1	219,780 10	0	0	0	0.0000	0
NET TAXABLE VALUE	219,780	0	0	0	0.0000	0
02 RES IMPROVED INVENTORY	574,480 3	0	0	0	0.0000	504,900
NET TAXABLE VALUE	574,480	0	0	0	0.0000	2
03 RES IMPROVED INVENTORY A3	574,480 0	0	0	0	0.0000	0
NET TAXABLE VALUE	574,480	0	0	0	0.0000	0
04 RES IMPROVED INVENTORY A4	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0	0.0000	0
05 RES IMPROVED INVENTORY A5	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0	0.0000	0
06 RES IMPROVED INVENTORY B2	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0	0.0000	0

CATEGORY	CERT. APPR VALUE NUMBER OF ACCTS	ARB VALUE NUMBER OF ACCTS	INCOMPLETE VALUE NUMBER OF ACCTS	AG VALUE NUMBER OF ACCTS	AG ACREAGE	NEW CONSTRUCTION NUMBER OF ACCTS
07 RES IMPROVED INVENTORY B3	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0		0
08 RES IMPROVED INVENTORY B4	0	0	0	0	0.0000	0
NET TAXABLE VALUE	0	0	0	0		0
** CAT 0 TOTALS	794,260	0	0	0	0.0000	504,900
** CAT 0 NET TAXABLE VALUE	13	0	0	0		2
	794,260	0	0			
** TDC TOTALS	3,109,412,591	53,510,466	39,498,482	190	2.4110	6,295,703
BEGIN CERT APPRAISED VALUE	15,109	218	351	1		49
BEGIN CERT APPRAISED ACCTS	3,363,356,885					
	15,436					
** TDC NET TAXABLE VALUE	2,930,444,393	52,224,467	39,178,475	190		
** TDC AG IMPROVEMENTS				0		

NOTE: ABSOLUTE EXEMPTIONS ARE NOT INCLUDED EXCEPT FOR PRORATED ABSOLUTES



Council Agenda Background

<u>PRESENTER:</u> Clifford Blackwell, C.G.F.O., Director of Administrative Services		<u>DATE:</u> 08/13/13
Council Mission Area: Be responsive to the needs of the community.		
<u>ITEM:</u> Receive the certified anticipated collection rate from the Tarrant County Tax Assessor-Collector for the City of Bedford. City Attorney Review: N/A City Manager Review: _____		
<u>DISCUSSION:</u> Section 26.04 of Texas Property Tax Code requires the Tax Collector to certify the anticipated collection rate for the current year. Ron Wright, Tarrant County Tax Assessor-Collector, has certified the anticipated collection rate for the City of Bedford at 100%. If the projection is less than 100% and the sum of taxes collected exceeds the amount the collector estimated would be collected for the preceding year, the collector must determine the amount of excess debt taxes collected. When calculating the debt rate for the next year, the rate must be adjusted to compensate for the inaccurate prediction. If the prediction is greater than 100%, then 100% is used and no adjustment is necessary.		
<u>RECOMMENDATION:</u> No action is necessary – for City Council information only		
<u>FISCAL IMPACT:</u> N/A	<u>ATTACHMENTS:</u> Certification letter from the Tarrant County Tax Assessor	

Mr Clifford Blackwell
Director of Administrative Services
City of Bedford
2000 Forest Ridge Dr
Bedford, TX 76021

Enclosed is a form for providing the Tarrant County Tax Office with your 2013 tax rates and other information necessary to calculate and bill taxes for your unit. **We cannot begin the tax calculation process until all 67 units have responded with the complete signed and dated document.** The data must be signed by an authorized official. **The signed and dated document is a requirement.**

Statewide statistics as well as our own experience in Tarrant County proves that collection rates are greater when tax bills are mailed as early as possible. Our goal is to mail bills on October 1. Delays in getting tax rates and exemptions can delay the billing process by as much as three weeks.

Our process for creating the 2013 tax collection database takes 14 days. Because of this, we need **the tax rate and exemption information by September 13th.** Failure to provide the required information by the September 13th deadline will jeopardize the mailing of statements for all other entities. The ultimate risk for providing tax rate and exemption information to us after September 13th is that the unit will have to pay for a separate mailing for its statements.

Please note that the Appraisal District(s) in which your unit is located has or will ask for tax rate and exemption information as well. They use the tax rates to calculate and recalculate tax ceilings. They use the exemption information to know what the district is providing so that they, in turn, can correctly provide that information to the tax assessor-collector's offices. However, they are a separate entity from our office. For auditing purposes, we need to have the information provided to us **on the enclosed form**. The appraisal districts must have the same information, but, on the form they provide. The information you send to us must be accurate and precisely the same as that provided to the appraisal district(s).

Please let me know if you have any questions or if I can assist you in any way please contact me on my direct line at (817) 884-1082.

Sincerely,

Jeff Hodges

Jeff Hodges, RTA, CTA
Assessment Manager

For:

Ron Wright
Tarrant County Tax Assessor-Collector



TARRANT COUNTY TAX OFFICE

100 E Weatherford St, Room 105
Fort Worth, Texas 76196-0301
817-884-1100 Taxoffice@tarrantcounty.com

Ron Wright
Tax Assessor-Collector

July 9, 2013

Mr Clifford Blackwell
Director of Administrative Services
City of Bedford
2000 Forest Ridge Dr
Bedford TX 76021

Re: Certified Estimate of Anticipated Collection Rate for Tax Year 2013

Dear Mr Blackwell:

Section 26.04 (b) of the TEXAS TAX CODE requires your Tax Collector to certify your entity's anticipated collection rate for the current year.

The anticipated collection rate for your entity for tax year 2013 is 100.00%.

If the actual collection rate for 2012 exceeded the anticipated rate for that year, the collector must also certify the amount of debt taxes collected in excess of the anticipated rate. When calculating the debt rate for 2013 the rate must be adjusted to compensate for excess debt collections in 2012.

Your excess debt collection for the 2012 tax year is \$0.00.

I am also including a form on which you should report your tax year 2013 tax rates and exemptions. Please return this completed form to the Tarrant County tax office by September 13, 2013. If you are able to set your tax rate before this date please provide the information as soon as it is available.

If I may be of further assistance to you, please call me at (817) 884-1123 or come by my office in the Administration Building – Room 102.

Sincerely,

Jim Pritchard

James E. Pritchard, RTA
Associate Chief Deputy - Property

For:
Ron Wright
Tarrant County Tax Assessor-Collector

-URGENT & REQUIRED-

Tax Rates and Exemptions
Cities, County & Special Districts

Please complete **all** items in each section of this form and submit to Ron Wright, Tax Assessor-Collector, by **September 13, 2013**, as agreed by contract. You can scan and email the completed form to jhodes@tarrantcounty.com or tax@tarrantcounty.com, or Fax to 817-884-1122

Tax Unit: **City of Bedford**

Tax Year: **2013**

SECTION 1 – TAX RATES

Total Tax Rate for Tax Year 2013 _____

Maintenance & Operations (M&O) Tax Rate for Tax Year 2013 _____

Interest & Sinking (I&S) Tax Rate for Tax Year 2013 _____

Effective Tax Rate _____

Effective Maintenance & Operations Rate _____

Rollback Tax Rate _____

SECTION 2 – EXEMPTIONS

Homestead (Optional) _____

Over 65 (Optional) _____

Disabled Person (Optional) _____

Freeport (Sec. 11.251)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pollution Control (Sec. 11.31)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Solar (Sec. 11.27)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Foreign Trade Zone (Sec. 25.07)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Historic (Sec. 11.24)	<input type="checkbox"/> Yes <input type="checkbox"/> No	Abatements Granted (Sec. 312)	<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 3 – Attorney

Delinquent Tax Attorney Contracted? Yes No

SECTION 4 – Sales Tax

Does the unit collect additional sales tax to reduce Property tax, in accordance with Section 31.01(i) of the Texas Property Tax Code? Yes No

If yes, what is the sales tax revenue for the previous 4 quarters? (Line 42 of Tax Rate Calculation) \$ _____

SECTION 5 – Tax Freeze

Did you elect to freeze taxes for over 65 and disabled citizens? Yes No

If "Yes", beginning with which tax year? _____

Our Tax Rate was adopted on _____

Approved By: _____ Title: _____

Office Phone Number (_____) _____ Date Submitted _____

Please contact Jeff Hodges if you have any questions. 817.884.1082; jhodes@tarrantcounty.com; fax 817.884.1122



Council Agenda Background

PRESENTER: Clifford Blackwell, C.G.F.O., Director of Administrative Services

DATE: 08/13/13

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

ITEM:

Consider a proposed tax rate and set two public hearings on the proposed tax rate, if required.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The tax rate used to propose funding for the FY 2013-2014 budget as presented is \$0.495050 per \$100 assessed valuation.

Definitions:

Effective Tax Rate: The tax rate that will generate the same amount of tax revenue as the previous year from the same property. This rate serves as the benchmark from which all Truth-in-Taxation requirements are measured. The effective rate for FY 2013-2014 is \$0.495050 per \$100 valuation.

Effective Maintenance & Operations (M&O) Rate: The tax rate that will generate the same amount of tax revenue for maintenance and operations as the previous year. The effective M&O rate (prior to the sales tax rate adjustment) for FY2013-2014 is \$0.395050. The effective operating rate after the sales tax rate adjustment of \$0.091272 is \$0.303778.

Rollback Tax Rate: The maximum tax rate the City may adopt without initiating the possibility of a rollback election. The rollback tax rate for FY 2013-2014 is \$0.526998.

Debt Tax Rate: The rate required to generate revenue to meet debt service requirements, which is unlimited in terms of calculating the rollback rate. The debt tax rate for FY 2013-2014 is \$0.191616.

Maximum Public Hearing Rate: The effective tax rate or the rollback rate, whichever is less. The calculated maximum public hearing rate for FY 2013-2014 is \$0.495050, which is equal to the effective tax rate.

It is necessary at this time for the City Council to vote on the maximum tax rate that would be considered for implementation of the FY 2013-2014 budget. The City Council is not actually setting a tax rate at this time. The purpose of this vote is to establish the upper threshold for the tax rate that the City Council will consider when an actual vote is required on September 10, 2013. At that time, the City Council may consider any rate up to the amount that is approved at this time, but may not exceed that rate.

IN SUMMARY:

2012-2013 Adopted Tax Rate:	\$0.499115 / \$100 AV
2013-2014 Effective Tax Rate:	\$0.495050 / \$100 AV
Maximum public hearing rate:	\$0.495050 / \$100 AV

The rate used to project the property tax revenues presented in the FY2013-2014 budget is :

\$0.495050 per \$100 assessed valuation

Should the City Council vote to consider a tax rate greater than \$0.495050, two public hearings will be required, and they must be at least three days apart (per section 26.06 of the Tax Code). In order to meet the publication and scheduling requirements in both the City Charter and the Truth-in-Taxation laws, the recommended dates for the public hearings are the following:

- Tuesday, August 27, 2013
- Tuesday, September 3, 2013

The actual vote on the tax rate will take place on Tuesday, September 10, 2013.

RECOMMENDATION:

Staff recommends one of the following motions:

Consider a tax rate of \$0.495050 per \$100 assessed valuation to be voted on September 10th, 2013 agenda.

- or -

Consider a tax rate of \$0._____ per \$100 assessed valuation to be voted on the September 10, 2013 agenda, and schedule a public hearing to discuss the tax rate on Tuesday, August 27, 2013 at 6:30 p.m. at Bedford City Hall and a second public hearing to discuss the tax rate on Tuesday, September 3, 2013 at 6:30 p.m. at Bedford City Hall.

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



Council Agenda Background

<u>PRESENTER:</u> Clifford Blackwell, C.G.F.O., Director of Administrative Services		<u>DATE:</u> 08/13/13
Council Mission Area: Be responsive to the needs of the community.		
<u>ITEM:</u> Call a public hearing on the proposed FY 2013-2014 budget to be held on August 27, 2013 at 6:30 p.m. in the City Hall Council Chambers. City Attorney Review: N/A City Manager Review: _____		
<u>DISCUSSION:</u> Section 4.05 of the City Charter states that the City Council shall determine the place and time of the public hearing on the budget. In order to meet the appropriate timeline to approve the budget and tax rate for submittal to Tarrant County, it is recommended that the City Council call the public hearing on the proposed FY 2013-2014 budget for August 27, 2013 at 6:30 p.m.		
<u>RECOMMENDATION:</u> Staff recommends the following motion: Call a public hearing on the proposed FY 2013-2014 budget for August 27, 2013 at 6:30 p.m. in the City Hall Council Chambers.		
<u>FISCAL IMPACT:</u> N/A	<u>ATTACHMENTS:</u> N/A	



Council Agenda Background

PRESENTER: Jill McAdams, *SPHR*
Human Resources Director

DATE: 08/13/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contractual agreement with Kaner Medical Group (KMG) to provide pre-paid medical services for eligible City employees and their dependents.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City first contracted KMG in October 2010 for the purpose of providing pre-paid medical services to employees and their eligible dependents in the form of an employee health and wellness clinic. The contract was for a period of one year allowing for two additional one-year renewals.

The employee health and wellness clinic, AKA “the clinic” rapidly became and continues to be the City’s flagship employee benefit. The contract renewed for the two additional one year periods and the last one year renewal extension is set to expire on September 30, 2013.

As a result of the contract expiring, staff prepared a Request For Proposal (RFP) in March 2013 and advertised the RFP in the Ft. Worth Star Telegram in accordance with applicable state laws. Four entities requested information and expressed interest in responding to the RFP. Those entities were KMG, White Glove, CIGNA and Adult Internal Medicine (AIM). Ultimately, only two (KMG and AIM) submitted responses to the RFP. The side-by-side comparison of responses to questions in the RFP is included.

KMG lowered their previous rates as follows:

- Employee rate was decreased from \$25.00 per employee/per month to \$20.00 per employee/per month
- Spouse rate was decreased from \$12.50 per month/per spouse to \$11.00 per month/per spouse
- Child(ren) rate was decreased from \$8.00 per month/per child(ren) to \$6.00 per month/per child(ren)

Based on the information submitted in the RFP, the City’s positive relationship with KMG and the fact that KMG was the most competitive bid received, staff recommends continuing to provide this employee benefit through KMG.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contractual agreement with Kaner Medical Group (KMG) to provide pre-paid medical services for eligible City employees and their dependents.

FISCAL IMPACT:

The proposed budget for FY 2013/2014 will include funding for the employee health and wellness clinic.

Variance: proposed savings of approximately \$19,272 from Fiscal Year 2012/2013.

ATTACHMENTS:

Resolution
Kaner Contract
Side By Side Comparison

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACTUAL AGREEMENT WITH KANER MEDICAL GROUP (KMG) TO PROVIDE PRE-PAID MEDICAL SERVICES FOR ELIGIBLE CITY EMPLOYEES AND THEIR DEPENDENTS.

WHEREAS, the City of Bedford provides benefits for its employees; and,

WHEREAS, the City of Bedford has contracted with KMG to provide an employee health and wellness clinic also identified as pre-paid medical services in October 2010; and,

WHEREAS, staff conducted ample research, issued a Request for Proposal and received proposals; and,

WHEREAS, the KMG proposal was the most cost effective of the proposals that were submitted; and,

WHEREAS, the City Council of Bedford, Texas has a desire to enter into a contractual relationship with KMG to provide prepaid medical services for eligible City employees and their dependents.

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

SECTION 1. That the City Council hereby authorizes the City Manager to enter into a contractual agreement with Kaner Medical Group to provide pre-paid medical services for eligible City employees and their dependents.

PASSED AND APPROVED this 13th day of August 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



Family Medicine that Cares about the Family

PREPAID HEALTHCARE SERVICES AGREEMENT

Prepaid Healthcare Services Agreement

THIS PREPAID HEALTHCARE SERVICES AGREEMENT (the "Agreement") is made and entered into this _____ day of _____ 2013, by and between the City of Bedford ("City"), a home-rule municipality of the State of Texas and Kaner Medical Group, PA, a Texas professional association ("KMG").

RECITALS

KMG is a medical practice with offices in Bedford and Euless Texas. KMG employs physicians and mid-level providers ("Providers") and offers an extended level of primary care to its patients.

A. KMG desires to perform certain medical services for the City employees and their dependents as more particularly defined and described herein.

B. The City desires to contract with KMG for the performance of certain medical services ("Services").

C. Services provided to the City, which shall include its employees and their dependents (the individual City employee or dependent is sometimes referred to as "Patient" within the Agreement), will be in two major categories; walk-in services (Walk-In") and; preventative services (Preventative"). These Services are more specifically described in Exhibits A and B, respectively, which exhibits are incorporated herein in their entirety, and shall be subject to the terms and conditions contained herein and the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration the receipt and the sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

PROVISION OF SERVICES

1.01 Services'

(a) KMG shall provide Services as described in the Agreement and in Exhibits A and B hereto to the City employees and their dependents that are enrolled for these services at the medical facilities of KMG.

KMG Providers will diagnose and treat Patients with Walk-in symptoms using x-rays and laboratory tests as they shall, in their professional opinion, deem necessary

(b) At the discretion of the Provider, a patient may be referred to an emergency room or hospital of their choice for those medical conditions that are more serious or severe than a Walk-In, or are beyond the abilities or capacity of KMG. KMG will make every effort to see patients in a timely manner, but suggests that patients call for appointments whenever possible.

(c) Patients are encouraged to make appointments whenever possible; however, KMG will make every effort to see patients in a timely manner if they choose to walk in.

(d) Treatment for most Walk-In symptoms will be treated by KMG without additional charges. However, there will be times when a Walk-In diagnosis gets elevated to an urgent or acute care status. These issues are not covered by this Agreement and KMG reserves the right to refer the City employee or dependent to their primary care physician, a specialist, or the emergency room at the hospital. In certain circumstances when the ailment can be treated by KMG, but outside the scope of the Agreement the Patient would have to decide whether or not to proceed with the medical advice and accept responsibility for any payment. The Patient will be asked to complete and sign a form designating the treatment recommended and acknowledging their acceptance or rejection of same.

(e) A Patient requesting a Preventative care visit must make an appointment and explain the reason for the visit, thus allowing KMG to be prepared for any additional services that need to be performed.

(f) The City and KMG may, at any time, amend or supplement Exhibits A and B by mutual written agreement.

1.02 Standards of Provider Performance. KMG and its employees shall be obligated to perform or deliver the following:

(a) The Providers shall determine treatment as determined by their own means and methods of providing Services in connection with and as required in the Agreement. Recommendations for additional medical care not covered by this Agreement shall be presented to the Patient and it is the Patient's responsibility to accept or reject this medical advice.

(b) The Providers are to comply with all applicable laws and regulations with respect to the licensing and the regulation of Providers.

(c) The Providers are to provide professional services and render care to patients in accordance with appropriate standards and ethics of the medical profession, the prevailing community standards of care, the policies and procedures of the medical practice established by KMG, and local laws and regulations in the specialty of Family Practice / Internal Medicine.

(d) not refuse to see or treat any Patient presenting at the offices of KMG on the grounds of race, color, national origin, ancestry, religion, sex, marital status, age, or disability; and

(e) maintain accurate and complete medical records as required by KMG and comply with any and all record keeping and reporting requirements of KMG or imposed on KMG by any governmental entity; and

(f) maintain, during the term of the Agreement for all Providers, appropriate credentials including a duly issued and active license to practice medicine in the state of Texas without limitation or restriction.

1.03 Scheduling of Services. Services are provided at the facilities of KMG Monday through Saturday during their posted hours. Posted hours shall include a minimum of 40 hours per week subject to recognized holidays and bad weather days. While it is not necessary to make an appointment for the receipt of Services, it is highly recommended, as it allows KMG adequate time to arrange necessary resources and minimizes waiting

time. KMG also provides on-call coverage when the facilities are closed. On-call services shall be defined as telephone access to a Provider when in need of medical advice.

1.04 Billing

(a) KMG shall not bill or otherwise solicit payment from the Patients for Services covered in Exhibit A.

(b) Services performed in Exhibit B will be billed to the City health insurance provider not to exceed \$500 per patient per calendar year.

(c) The City will provide KMG with a roster of eligible employees and their dependents for the following month by the 25th of the current month. KMG will submit invoices to the City for the month no later than the 5th of that month. Payment will be made to KMG by the 25th of the month, providing that the invoice was received timely. The City's failure to receive the invoice by the 5th of the month may result in a delay of payment for as much as 45 days. However, payments delayed because of a late invoice shall not be considered as a late payment if it received by the 25th of the following month.

(d) Only those employees and dependents whose names are on the roster for that month shall be eligible for services from KMG.

(e) Patients shall have the option of paying for additional medical services not covered by this Agreement. However, KMG will not bill patients for such services unless the patient has signed the appropriate form stating the Services will require additional out-of-pocket expenses from the patient. This form shall be on a different or unique colored paper from the other patient forms and will say "IMPORTANT PAYMENT INFORMATION" at the top. The patient shall sign and date their approval on this form on the day that these services were first recommended, but not later than the date that the services were provided. In order to bill for the additional services, said form must be signed by patient at each applicable visit.

(f) KMG is under no obligation to provide services for any patient whose name is not on the City Roster for the current month.

(g) KMG is solely responsible for billing for the services provided to eligible city employees and their dependents. KMG will not intentionally double bill for the same services provided. If KMG receives payments in excess of the amount billed for any given services, it will refund that excess to the appropriate party. It is expected that overpayment will be the result of the patient paying for a service that is also paid by another source, i.e. the City, insurance company or FSA/HSA benefit plan. If the overpayment is the result of an unnecessary patient payment KMG will issue a refund check within 10 working days of the overpayment being discovered. If there is a question as to which entity should receive the refund. KMG will work with the patient, the City and/or the insurance company to determine who should receive the refund and will issue the refund check in a timely manner. .

1.05 Hold Harmless: KMG hereby agrees that in no event, including, but not limited to: (i) non-payment by the City; (ii) or breach of this Agreement, shall KMG or any Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against Patient for Services provided pursuant to this Agreement. This provision shall not prohibit collection of fees for non-covered medical services that have

been performed by KMG Providers and its employees, providing, however, that KMG shall have notified the patient in advance and the Patient agreed, in writing, to be responsible for the non-covered services. KMG and City agree that (a) this provision shall survive the termination of the Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the Patient; and (b) this provision supersedes any oral or written contrary agreement now existing or hereinafter entered into between KMG and City

1.06 Medical Records: Anything herein to the contrary notwithstanding, KMG will maintain all health information as defined in the Health Insurance Portability and Accountability Act (HIPAA) as confidential and shall not disclose such health information to any third party, or use such health information for commercial advantage, or personal gain, or for any reason not permitted by HIPAA. All obligations of KMG to maintain confidentiality of health information shall survive termination of the Agreement indefinitely.

The City understands that the medical records maintained will be held in strictest confidence and that the City will not be entitled to have access to these records other than in the form of monthly aggregate reports used by the City for the purpose of tracking the usage of services provided .

1.07 Personal Health Assessments: KMG shall perform annual health assessments for Patients ("Assessments"). Assessments shall be comprised of on-site blood draws and data collection for each Patient unless specifically directed by the Patient, all records will be accessible to KMG to assist in providing Services and for diagnostic and educational purposes.

The City understands that all of the health assessment records maintained by KMG will be held in strictest confidence and that the City will not be entitled to have access to the health assessment records maintained by KMG, except for aggregated records pertaining to group data, void of identifiable personal health information.

1.08 Voluntary Participation: It is understood and agreed that participation by Patients shall be on a voluntary basis. Patients shall not be forced, coerced or required to utilize any service.

1.09 Third Party Representative. KMG shall allow City of Bedford qualified employee Patients and dependents to sign a request form authorizing the release of medical information and/or financial information, or authorizing certain specific individuals to speak on their behalf about billing issues. The request must be in writing on the appropriate form and fully completed in compliance with applicable federal and state laws. Access to billing or other records may be limited to a specific event, at the patient's option. KMG will work with the representative designated by employee / patient to assist. In the event of a dispute the employee / patient will also stipulate which party will have the final authority to approve a resolution. KMG will make a form available to patients and the City of Bedford Human Resources Department for this purpose.

1.10 KMG will endeavor to be clear and transparent with Patients concerning billing and provide their best efforts to avoid billing disputes with City of Bedford and/or employee Patients.

ARTICLE II

MARKETING AND ADMINISTRATION

2.01 Facilitation: KMG shall analyze the healthcare needs of the City and the Services available at KMG. KMG shall also suggest, from time to time, additional healthcare modalities and health improvement services as well as monitor the cost effectiveness of the proposed programs.

2.02 Marketing: KMG shall work with the City to publicize the Services provided by the Agreement to the City and Patients. KMG will also assist the City in developing Health Forums and create a program for self evaluation and improvement. Any costs for these services will be discussed and approved in writing by the City and KMG before implementation.

2.03 Administration: KMG will review the City employment roster each month for accuracy, receive and verify the remittance from the City for Patients that may be seen as of the first of the following month. Notwithstanding the above, the City may supplement its employment roster at any time during the month.

2.04 Health Events: KMG recognizes the importance of prevention and improvement. KMG will assist the City in establishing and attending regular forums on obesity, smoking cessation and diabetes, as well as other areas, including the City Benefits Fair, that foster wellness amongst the City and Patients. Any costs for these services will be discussed and approved in writing by the City and KMG before implementation. KMG specifically agrees to attend and provide a booth at the City Benefits Fair, or successor event.

2.05 Problem Resolutions: To facilitate good communication and problem resolutions both parties have agreed to designate and create a position for primary daily contact. Each party will designate two employees (one primary and one back-up) and provide a means of direct communication. There is to be one person from each party available during normal working hours. Each party will notify the other of the contact names, telephone numbers and email address. If the names or contact numbers change, the City will notify Judith Kutler and KMG will notify the City's Human Resources Director, Jill McAdams in writing, which would include notification by email. If the primary daily contact will be unavailable, every effort should be made to inform the other party in advance to contact the alternate contact.

ARTICLE III COMPENSATION

3.01 Monthly Fee: The City will provide KMG with a roster of the eligible city employees and their dependents no later than the 25th of each month for services to be performed during the next month. This list will be used to establish those that are eligible to receive services for the following month. Failure by the City to include a name on the roll is not the responsibility of KMG. Provided, however, that the City may supplement the city employment roster at anytime. KMG will invoice the City no later than the 5th of the current month of service. Payment will be made by City no later than the 25th of the same month. Invoices received by the City after the 5th of the month may result in a delay of payment of as much as 45 days. Payments made by the City before the 25th of the following month (month of service) shall not be considered a late payment.

3.02 Rate Increases: The rates for Services set forth in Exhibit C shall remain in effect for the initial term of this Agreement. Any changes to the rates in this Agreement must be agreed to in writing by both parties at the time of the renewal option as described in Article 5.01

ARTICLE IV NON-SOLICITATION AND NON-DISCLOSURE

4.01 Non-Solicitation:

(a) For a period of one (1) year from the date of termination of the Agreement, KMG will not, directly or indirectly, solicit in any manner or any form, the Patients or other employees of the City. Mass advertising such as newspaper, Magazine or television is excluded from this section.

(b) For a period of one (1) year from the date of termination of the Agreement, City will not, directly or indirectly, solicit in any manner or any form, the employees of KMG. Mass advertising such as newspaper. Magazine or television is excluded from this section.

(c) During the term of this Agreement, KMG will not require, suggest or urge employees to become private patients of KMG, particularly in a manner that makes Patients uncomfortable or creates an atmosphere that discourages employees from using clinic services. If the insurance company policy states that KMG must be the PCP of record in order to bill and collect for services performed, the patient will have the choice of changing their PCP to KMG or returning to their current PCP for medical treatment.

4.02 Non-Disclosure.

(a) As used in this Agreement, the term "Trade Secrets" shall mean all secret, proprietary or confidential information regarding KMG and its affiliates or their activities, including any and all information not generally known to, or ascertainable by, persons not employed by KMG or its affiliates, the disclosure or knowledge of which would permit those persons to derive actual or potential economic value therefrom or to cause economic or financial harm to KMG or its affiliates. Trade secrets shall include, but not be limited to, technical medical information, procedures, information relating to KMG's or its affiliates' business plans, litigation, marketing techniques, financial statements and projections, patient lists, distributor lists, supplier lists, employee and independent contractor lists and information, compensation schedules, price lists, training manuals, contracts, agreements, specialized computer software, billing information, personnel information and other information concerning the financial affairs, future plans and management of KMG and its affiliates, and any successor thereto. This definition shall not limit any definition of "trade secrets" or any equivalent term under state or federal law.

(b) As used in this Agreement the term "Confidential Information" shall mean all information regarding KMG or any affiliate, its activities, business, patients or employees that is not generally known to persons not employed by KMG or its affiliates but that does not rise to the level of Trade Secret and is not generally disclosed by KMG or its affiliate to persons not employed by KMG or its affiliates. This definition shall not limit any definition of "confidential information" or any equivalent term under state or federal law.

(c) Only to the extent allowed by law, the City hereby agrees to prohibit the

release of Trade Secrets and Confidential Information and agrees that it will not, during the term of the Agreement or after the termination of the Agreement, except as required by law, or ruling of the Texas Attorney General or as authorized by KMG in the performance of its duties, directly or indirectly use or disclose to any individual, corporation, partnership or other entity any Trade Secrets or Confidential Information that City may have or may acquire during the term of this Agreement and any extensions. The City shall abide by any ruling of the Texas Attorney General as to whether any information, including but not limited to, Trade Secrets and Confidential Information is a public record as that term is defined by the Texas Public Information Act. The City may, but is not obligated, to seek a judicial determination different than that opinion issued by the Texas Attorney General.

4.03 Remedies: City understands and agrees that any breach of the covenants set forth in this section will cause irreparable injury and damage to KMG for which there is no adequate remedy at law and as to which money damages cannot be readily ascertained. Accordingly, City acknowledges and agrees that in the event of such a breach, KMG shall be entitled to seek injunctive relief pursuant to the Texas Public Information Act to prevent the disclosure of Trade Secrets or Confidential Information. The City shall not be responsible for any monetary, or other, damages, or attorney's fees or costs.

4.04 Survival of Terms: The parties acknowledge and agree that the provisions of this section have been specifically bargained for, are reasonable and are necessary to protect the legitimate business interest of KMG. Said terms shall survive the termination of the Agreement, notwithstanding the cause of any such termination.

ARTICLE V TERM AND TERMINATION

5.01 Term: This Agreement shall be for a term of one (1) year commencing on October 1, 2013. However, this Agreement may be extended for two (2) additional one (1) year terms providing that both parties agree in writing to such a one year extension no less than 90 days prior to the expiration of the current term. Because of the nature of the relationship between the parties, this agreement may be terminated by either party, for cause or not for cause, on the last day of any month so long as they have given written notice to the other party at least sixty (60) days prior to said month end.

5.02 Effect of Expiration or Termination: The expiration or the termination of the Agreement shall not affect the obligation of the City to pay compensation to KMG for any outstanding invoices that are due and owing for the period prior to such expiration or termination nor for any patient care required that extends beyond the termination date.

ARTICLE VI MISCELLANEOUS

6.01 Notice: Notices provided for in this Agreement shall be in writing, and shall be deemed to have been duly received when delivered in person or sent by facsimile transmission or on the first business day after it is sent by air express courier service, or on the second business day following deposit in the United States registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to KMG:

Kaner Medical Group, PA
Judith Kutler, CEO
1305 Airport Freeway, Ste 220
Bedford, Texas 76021
817.358.5800
JKutler@KanerMed.Com

If to City:

Jill McAdams, Human Resources
Director, City of Bedford
2000 Forest Ridge Drive
Bedford, Texas 76021
817.952.2167
JillMcAdams@BedfordTx.Gov

With a copy to:

David T.Siegel, Esq.
Siegel & Pierce, P.L.C.
3144 Puget Ave.
Phoenix, Arizona 85028

With a copy to (which shall not constitute
Notice):

L. Stanton Lowry, Esq.
Boyle & Lowry, L.L.P.
4201 Wingren, Suite 108
Irving, Texas 75062

Daily Contact Information:

KMG:

Primary Contact:

Amy Barber, Medical Assistant
Jennifer Hammons, Medical Assistant
Deborah Patterson, Revenue Specialist
817.358.5800 (to be changed)

City of Bedford

Primary Contact:

Janet Odell
2000 Forest Ridge Drive
Bedford, Texas 76021
Telephone:
Email:

Alternate Contact:

Natalie Lovell
2000 Forest Ridge Drive
Bedford, Texas 76021
Telephone:
Email:

Either party may change its address for purposes of notice by providing notice of such change of address to the other party hereto in writing at the address listed above.

6.02 Transferability: Neither the City nor KMG may assign nor otherwise transfer the Agreement to a third party without the prior written consent of the other party, which may be given or withheld by the other party in its sole discretion.

6.03 Severability. The invalidity or unenforceability of any one or more of the particular provisions of the Agreement shall not affect the validity or enforceability of the other provisions hereof, and in the event one or more provisions contained herein shall be invalid as a result of any value, price, period of time, area or scope of activities set forth in any provision hereof, such value, price, period of time, area or scope shall be considered to be adjusted to a value, price, period, area, or scope which would cure such invalidity.

6.04 Headings. Captions and headings are set forth herein for convenience only and shall not be used in construing the Agreement.

6.05 Entire Agreement. The Agreement constitutes the entire understanding of the parties and supersedes all prior negotiations and agreements between the parties, both oral and written. Notwithstanding the above, this Agreement does not in any manner alter, amend, or rescind pre-existing Agreements between the City and KMG regarding pre-employment physicals or return-to-work evaluations.

6.06 No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of another breach of that provision or of any breach of any other provision. No delay in acting with regard to any breach of any provision of the Agreement by either party shall be construed to be a waiver of such breach.

6.07 Mediation. The parties hereby expressly agree that any controversy or claim relating to the Agreement, including the construction, enforcement or application of the terms hereof, shall first be submitted to non-binding mediation in Tarrant County, Texas. The parties to the Agreement shall attempt to select a mutually agreeable mediator within thirty (30) days of filing a notice of controversy or claim. If there is no mutual agreement on the mediator within thirty (30) days of one party notifying the other party of a controversy or claim, then this shall allow the notifying party to proceed with any and all legal remedies which include, but shall not be limited to, the seeking of injunctive relief, filing of any lawsuit(s) or any other legal relief. If, however, the parties mutually agree to the selection of a mediator within said thirty (30) day period, such mediation shall be concluded within sixty (60) days of the initial notice of controversy or claim. The cost of the mediation shall be born equally by the parties. Each party shall be responsible for their own attorneys' fees and cost.

6.08 Entire Agreement: Amendment: The Agreement constitutes the entire agreement between the City and KMG with respect to the subject matter hereof and supersedes all prior agreements. The Agreement shall not be amended or waived, in whole or in part, except in writing signed by both the City and KMG.

6.09 Amendment and Waiver. The Agreement may not be modified, amended, altered or supplemented except by written agreement, executed and delivered by the parties hereto. Any term or provision of the Agreement may be waived in writing at any time by the party entitled to its benefits.

6.10 Governing Law: The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The parties hereto agree that any dispute over the Agreement shall be litigated in the courts of Tarrant County, Texas.

6.11 Successors: The Agreement shall be binding upon and inure only to the benefit of,

and be enforceable against, the parties hereto and their respective successors and assigns.

6.13 Counterparts: The Agreement may be executed in two or more counterparts and in separate counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and KMG have executed and delivered this Agreement as of the date first above written.

CITY OF BEDFORD

By: _____

Name: _____

Title: _____

KANER MEDICAL GROUP, PA

By: _____

Name: _____

Title: _____

Exhibit A
WALK-IN SERVICES

The following items are representative (but not inclusive) of walk-in complaints

Abdominal Pain	Hearing loss Ear Ache
Chest Pain	Dizziness Bronchitis
Diarrhea	Influenza Cold
Constipation	Tonsillitis Sore Throat
Painful Urination / UTI	Cough
Elevated Blood	Laceration (minor) Sprain
Pressure	Follow up appointment for any
Nose Bleed	approved walk-in service with
Headache	the same diagnosis
Heartburn	
Nausea Dizziness	
Palpitations	
Fainting	
Shortness of Breath	
Wheezing	
Rash	
Skin Infection	
Dermatitis	
Hives	
Joint Pain	
Back Pain	
Sciatica	
Neck Pain	
Muscle Strain	
Muscle Spasm	
Tendinitis	
Abrasion	
Contusion	

Exhibit B
WELLNESS SERVICES

(Described and paid by the insurance company up to the limits of the policy)

Exhibit C
FEEES FOR SERVICES

Fees for services to be performed under this Agreement:

City Employee	\$20.00 per month
Spouse of employee	\$11.00 per month
One child of employee	\$ 6.00 per month
Additional children of Same employee	\$ -0- per month

These fees shall apply to the above for the entire month or any part thereof

Side by Side Comparison

Item	KMG	AIM
Primary/Urgent Care		
How are appointments scheduled?	Appointments will be scheduled via specially appointed telephone number or web site link. In addition KMG is adding a new portal so that patients can access general and personal information.	Employees and Dependents would go through the same processes as current patients of the practice. However the City of Bedford employees and dependents covered under the contemplated contract will be given priority over all patients excepting emergent situations.
Scheduling Process available on line?	Yes	Not Specified
Describe problems that the clinic can address.	Most problems can be handled on site as we are a full service medical practice and our Bedford office is our diagnostic office. See attached Exhibit A for walk in services examples.	Did not respond. See attached Exhibit A for walk in services examples.
Describe how prescription medications and other medications can be administered on site.	Prescription medication will not be administered on site unless they are injectable. Prescriptions will be written and given to the patient.	Did not respond.
What if a disease process escalates?	Depending on the circumstances, we have the ability to care for patients on site. If necessary and critical we will call Bedford EMS for transportation to the hospital.	Did not respond.
Will your physician(s) have hospital privileges?	Our physicians have hospital privileges at North Hills Hospital, and HEB Methodist. Also we have a working relationship with the Hospitalist group at HEB that covers patients for us	Did not respond.
Describe the primary case management process.	Described above.	Did not respond.
Item	KMG	AIM
What if the medical team is not available on the day the care is needed?	With our on call system one of our providers will be available 365 days 24/7. Also we have two locations, Bedford and Euless, which may make it easier for the City of Bedford employees and their dependents.	Did not respond.
What if a problem occurs after hours?	Answered above.	Did not respond.

Side by Side Comparison

Item	KMG	AIM
How can employees communicate with the medical team?	City employees will have direct telephone lines to KMG employees and access through the patient portal on the website for communication. Also we have a link between our website and the City of Bedford to assist in the many needs of City employees regarding their healthcare.	Did not respond.
How do you determine locations of services and standard hours of operation for member services?	KMG is open at 7:30 am on weekdays, until 5:30pm M-T, and on Friday is open 7:30 am to 1:00 pm, and has office hours on Saturday from 8:30 am-12:30 pm. In addition, the patient portal on our website will aid in the ongoing communication if the KMG offices are closed.	Did not respond.
Will you utilize existing resources for clinic?	All current resources of KMG will be utilized for the City in all matters.	Did not respond.
What staffing do you envision?	Our staffing is prepared and ready to assist!	Did not respond.
Describe your availability to provide health care on nights and weekends.	Health care will be provided for the City just as it is for KMG patients. We have an On-Call schedule for our Providers that have each Provider on call for a week at a time, and they take all calls for all patients for that week. They do have certain rules that are established for calls received and we will be happy to furnish you with those. These are set forth to ensure the utmost safety of the patient, and that procedures are run utilizing best practices.	Did not respond.
Is your health risk assessment available both on line and off line?	No	Did not respond.
Can your website be linked to the City's website?	Yes	Did not respond.

Side by Side Comparison

Item	KMG	AIM
Describe your ability to communicate with an employee population that is geographically dispersed.	Through our website, and through group meetings	Did not respond.
Discuss the frequency and type of communications that eligible people will receive throughout the program period.	Whatever is needed to meet the proper health care needs of the City. We have the opportunity of having numerous Providers that do a great deal of health education, both within the KMG staff and within the Wellness Center. We are poised to meet the needs of patients and practice continual education to stay abreast of new breakthroughs in delivering patient care.	Did not respond.
How can an employee access your company for member Services after hours?	We will create a specific telephone line for appointment scheduling requests	Did not respond.
Will you provide your web address and any access codes needed to explore your services?	Yes	Did not respond.
Are you willing to allow the City to use its own branding in communication and program materials?	Of course, and we will work with your team to make everything seamless.	Did not respond.

Side by Side Comparison

Identification of High Risk Individuals		
Item	KMG	AIM
How would your company identify high risk members?	<p>KMG through its Biometric Study program is capable of creating a health assessment plan and identifying high-risk individuals. This allows the establishment of a base line population analysis, defining life-style choices along with the related diseases and symptoms.</p> <p>KMG can develop a program within the Wellness section to improve the well being of the city employees and their dependents. With accurate data and a well-devised system, this can be accomplished through localized health fairs, classes and seminars. It is estimated that the key areas of concern will be smoking cessation, weight loss, diabetes, high blood pressure, and high cholesterol.</p> <p>KMG has many years of experience establishing clinics for the above and has many tools at its disposal to assist those who want to make a change in their health.</p>	Did not respond.
Intervention		
Please describe your ability to resolve and intervene in situations involving conflict with communication/information given over the phone or in person.	<p>KMG is dedicated to providing exceptional customer service to anyone entering our offices, speaking to us on the telephone, or any general communications. If a problem ever arises where an employee is exhibiting less than professional behavior, whether on the telephone or at the front desk, the matter is promptly addressed and handled to ensure the situation is as isolated as possible.</p>	Did not respond.

Side by Side Comparison

Item	KMG	AIM
Measurement Tools and Results		
How would you measure results of any programming done with the City?	We suggest a meeting to sit down and discuss what the City is really seeking in this area. KMG is capable of providing many different types of reporting, our goal is to provide the information that will be helpful in evaluating the outcomes and success of the overall program.	Did not respond.
HIPAA Compliance		
Has your organization ever been accused of any HIPAA violations? If Yes explain.	<p>Kaner Medical Group takes patient privacy and confidentially very seriously, and has implemented procedures to ensure our practice is HIPAA compliant.</p> <p>We have had one accusation of a HIPAA violation that was made by a disgruntled employee in 2009. Nothing ever became of the report.</p>	Did not respond.
Proposed Program Costs		
Provide the monthly pricing.	<p>Fees for services to be performed under this Agreement:</p> <p>City Employee \$20.00 per month Spouse of Employee \$11.00 per month Children of Employee \$ 6.00 per month</p>	<p>Fees for services to be performed under this Agreement:</p> <p>City Employee \$40.00 per month Spouse of Employee \$20.00 per month Children of Employee \$ 10.00 per month</p>



Council Agenda Background

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

DATE: 08/13/13

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Woody Contractors, Inc. for Shady Brook Addition, Phase 2, Water Distribution System Improvements in the amount of \$125,253.30.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Over the past five years the residents within the Gardens of Bedford Apartment Community have experienced over ten water main breaks. Many times when the existing 42 year old cast iron water pipe was replaced with new PVC pipe, another area of the aging pipe would break. The residents were without water for many hours each time. During the design phase of the project, it was discovered that an easement was needed from the property owner. An easement was signed by the managing property owner's principle, Al Dumois on July 18, 2013. The City will abandon the existing water line and install approximately 1,322 feet of 8" PVC water lines, three fire hydrants, and three additional gate valves. The contract calls for 75 calendar days for construction. It is anticipated to be completed by mid-November. Bids for the project were received on May 1, 2013. Seven bid packages were submitted with an average bid of \$162,245.76. The low bid was submitted by Woody Contractors, Inc. in the amount of \$125,253.30.

Engineering Consultant Dick Perkins, P.E., has qualified Woody Contractors, Inc. to do the proposed project. Funding for this project will be from 2012 Series Certificates of Obligations.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Woody Contractors, Inc. for Shady Book Addition, Phase 2, Water Distribution System Improvements in the amount of \$125,253.30.

FISCAL IMPACT:

Bid Amount: \$125,253.30
2012 Series Certificates of Obligations:
Difference: \$0

ATTACHMENTS:

Resolution
Location Maps
Bid Tabulation

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WOODY CONTRACTORS, INC. FOR SHADY BROOK ADDITION, PHASE 2, WATER DISTRIBUTION IMPROVEMENTS IN THE AMOUNT OF \$125,253.30.

WHEREAS, the City Council of Bedford, Texas has determined these water line improvements are necessary for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the vitality of neighborhoods.

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into a contract with Woody Contractors, Inc., in the amount of \$125,253.30 for the above-titled public works improvements.

SECTION 2. That funding in the amount of \$125,253.30 will come from the 2012 Certificates of Obligations.

PASSED AND APPROVED this 13th day of August, 2013, by a vote of ___ ayes, ___ nays, and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

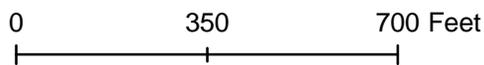
Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry City Attorney



Water Line Replacement



- Water Line
- Project Location



*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.

CITY OF BEDFORD
Shady Brook Addition, Phase 2, Water Distribution System Improvements
Bid Opening Time and Date: 10 am Wednesday, May 1, 2013

BIDDERS

	Woody Construction	Quality Construction	Tejas Commercial Construction, LLC	Gra-Tex Utilities, Inc.	Saber Development Corporation	UtiliTex Construction, LLP
TOTAL AMOUNT BID	\$125,253.30	\$131,483.56	\$136,441.75	\$144,929.00	\$183,534.50	\$199,203.00

RECOMMENDED AWARD

	UtiliTex Construction	Average Cost
TOTAL AMOUNT BID	\$213,875.50	\$162,245.76



Council Agenda Background

PRESENTER: James Tindell, Fire Chief

DATE: 08/13/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Buy Board a Cooperative Purchasing Network for the purchase of 40 Self Contained Breathing Apparatus in the amount of \$228,370.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Currently, all 40 SCBAs in inventory have reached their service life with some being as old as 25 years. New standards adopted by the National Fire Protection Association (NFPA) were implemented in 2013 after the budget was established. As a result of the new standards, the cost of the SCBAs has increased considerably. Upon implementation of the new NFPA standards all of the current SCBAs are non-compliant.

Funding in the amount of \$87,380 was approved by Council in the FY 2012/2013 Budget to replace 20 (half of the inventory) SCBAs. This request is to replace the Fire Department's complete SCBA inventory. As a result of the increase in cost, staff would have needed to submit a budget adjustment in the amount of \$26,805 to purchase the 20 SCBAs that were approved in the FY 2012/2013 budget. In order to purchase all 40 of the SCBAs at one time to be in compliance, it was determined that financing would be the best option. Financing will allow the purchase of all 40 SCBA's and spread the fiscal impact over seven years.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Buy Board a Cooperative Purchasing Network for the purchase of 40 Self Contained Breathing Apparatus in the amount of \$228,370.

FISCAL IMPACT:

Funds in the amount of \$87,380.00 were approved as part of the FY 2012/2013 department operating budget.
Finance purchase with \$37,380 from FY 2012/2013 budget at signing with payments of \$35,102 for six years at 2.925% interest.

Budget FY 12/13: \$87,380
Total Financed: \$228,370
Amount due for FY 12/13: \$37,380

ATTACHMENTS:

Resolution
NFPA changes to the SCBA requirements
Contract
Invoice
Tax Exempt Form

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BUY BOARD A COOPERATIVE PURCHASING NETWORK FOR THE PURCHASE OF 40 SELF CONTAINED BREATHING APPARATUS IN THE AMOUNT OF \$228,370.

WHEREAS, the City Council of Bedford, Texas, determines the need to purchase 40 self contained breathing apparatus; and,

WHEREAS, the City Council of Bedford, Texas, recognizes that all the SCBA's in inventory have reached their service life. New standards adopted by the National Fire Protection Association (NFPA) were implemented in 2013. After implementation of the new NFPA standards our SCBA's are now non-compliant with the current standards. This request is to replace our current inventory.

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

SECTION 1. That the City Council does hereby authorize the City Manager to enter into a contract with Buy Board for the purchase of 40 self contained breathing apparatus in the amount of \$228,370.

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

PASSED AND APPROVED this 13th day of August, 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

5 critical changes for new Self-Contained Breathing Apparatus (SCBA)

SCBA has evolved to greater levels of sophistication and capability over the past several decades. Transitions that increased the level of respiratory protection started with the mandatory requirement in the mid-1970s to use open-circuit SCBA in lieu of canister- or filter-based respirators in what was originally known as National Fire Protection Administration (NFPA) 19B, Standard on Respiratory Protective Equipment for Firefighters.

This gave way to development of NFPA 1981, Standard on Open-Circuit, Self-Contained Breathing Apparatus for Fire and Emergency Services in the early 1980s.

NFPA 1981 initially set requirements for positive-pressure operation and a minimum 30-minute service life above and beyond the existing federal regulations provided for SCBA by the National Institute for Occupational Safety and Health (NIOSH).

Successive editions of NFPA 1981 have added several requirements over the years including:

- Maintenance of positive pressure operation through various expected environmental use conditions.
- Overall system heat and flame resistance.
- A minimum of two different end of service time indicator alarms.
- Mandatory voice communications intelligibility while wearing the face piece.
- A heads up display showing remaining air supply and other alarms.
- A universal air connection for rapid intervention team use.
- Chemical, biological, radiological and nuclear protection for the demonstrating chemical agent, biological agent, and radiological particulate hold out for entire SCBA.

NFPA 1981 is currently in a 2007 edition. Revisions worked on over the past five years will be incorporated into a new edition slated to take effect at the end of 2012 and carry a 2013 edition date. The committee responsible for this standard has researched several areas for changing the standard and developed new requirements aimed at improving the respiratory protection provided by SCBA.

Low-air alarm

The most significant of the changes to NFPA 1981 is a provision that lets fire departments and other organizations specify the time that their end of service time indicator alarm goes off (within certain limits). Currently, this indicator alarm is set to go off when the air supply reaches 25 percent of the remaining air. This is based on current requirements from NIOSH, the principal government organization responsible for baseline respirator certification.

NFPA 1981 requires SCBA meet the federal regulations for general SCBA in Title 42 Code of Federal Regulations Part 84 that pertain to SCBA. However, the committee responsible for

Explanation of price increase

NFPA 1981 responded to a series of requests from fire service members to in having this alarm set to go off at a higher level of remaining air supply.

These requests came as the result of fire departments realizing that they never get the full length of rated service time for their breathing apparatus. SCBA rated for 30 minutes may last only 15 minutes under hard work conditions and high breathing rates, leaving only minutes of air in the cylinder once the alarm goes off.

Many departments consider this time too short, even opting for a longer-rated SCBA is still considered inadequate. The new requirement will dictate the system to alarm at 33 percent of the full cylinder pressure as opposed the current 25 percent of the SCBA original air supply.

In addition, manufacturers will be required to change the head-up-display (HUD) to provide heads-up display signals at 100 percent, 75 percent, 50 percent, and 33 percent. SCBA are currently only required to display a signal at 50 percent; however, many manufacturers show other percentages as part of their SCBA HUD.

While NFPA was able to gain a consensus for implementing this change, it did not come easy. A change of this type is counter to the current federal regulations and would invalidate the NIOSH SCBA certification if the alarm time is other than 25 percent.

The committee had to approach the federal government to request a change in the NIOSH regulations. This change must go through a public rule-making process, which provides a means for the government to solicit comments from interested organizations or individuals regarding the proposed changes.

Buddy breather

Another change is the ability to recognize and certify SCBA as having emergency breathing support systems, more commonly known as buddy breathing systems. This type of equipment, though used within the fire service, was prohibited by NIOSH.

Due to fire service insistence and the investigation that such systems could be adequately and safely employed, NIOSH changed its regulations to permit this type of equipment and practice. Fortunately, this change was not subject to same formal rule-making process as was the alarm time setting.

Radiant-heat resistance

A requirement was added to evaluate and set minimum criteria for the radiant-heat resistance of the face piece, which will result in changes for the types of lenses materials used. This requirement introduces a new test method to replicate an extreme fire ground exposure and evaluates the resistance of the face piece to deformation or degradation that would result in a loss of positive pressure.

Explanation of price increase

NFPA has recently released a notice on the possible shortcomings of existing SCBA face pieces being able to survive extreme emergency conditions as found during a number of fatality investigations.

Face piece integrity

An additional evaluation of the entire SCBA for continued positive-pressure operations under a prolonged high-heat exposure has been added to supplement the current overall heat and flame test.

The current edition specifies preheating the full SCBA worn on a half-manikin and attached to a breathing machine for a 15 minute at 203 degrees Fahrenheit exposure. This preheating period is followed by a 10-second exposure to a direct flame and dropping the SCBA to create shock to the SCBA suspension.

An additional test is being added where the same sequence will be followed, but the preheating period will be shorter and at a higher temperature (5 minutes at 500 degrees). The new test will address greater survivability of the SCBA in extreme environments and is coupled with the new face piece test for demonstrating resistance to high-heat exposure degradation of SCBA components.

Clear communications

An improved communications test has been added to provide a quantified assessment of the ability of firefighters to speak and be heard through the face piece.

The new test replaces a current method involving human subjects and listeners with a method for simulating sounds and voice communications through the face piece using specialized test equipment. It is intended to overcome the inconsistencies associated with using human subjects and provide more objective procedures for evaluating the effects of SCBA in allowing clear and understood voice communications.

These significant changes will impact the design of all SCBA in the U.S. market. It will likely be several months after the new standard comes out when SCBA manufacturers will be able to offer new products and have them certified to these requirements.

In the meantime, it is important for the fire service to understand these changes and their implications in anticipating newer edition SCBA or retrofits to existing SCBA.

Why are we spending more than the budgeted amount?

When the fire department made the request for the funds to replace 50%, or a total of 20 SCBA's we had no idea what the manufacture pricing was going to be. The manufactures did not reveal their pricing until late March, 2013. Two vendors were approached and vigorous negotiations took place to ensure the best possible price for the SCBA's. Our selection based on costs and product is the SCBA's manufactured by MSA Inc. The purchase price was established by MSA

Explanation of price increase

for the Fort Worth Fire Department. We currently have an interlocal agreement with the City of Fort Worth (see attached).

Explanation of price increase

PUBLIC PROPERTY FINANCE ACT CONTRACT

THIS Public Property Finance Act Contract **No.6372** (hereafter referred to as the "Finance Contract") is dated as of **August 13, 2013**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "GCC"), and the **City of Bedford**, a political sub-division or agency of the State of Texas (hereinafter referred to as the "Issuer").

WITNESSETH: In furtherance of the providing by GCC of financing to the Issuer in connection with the Issuer's acquisition from *Casco Industries, Inc.* that is more fully described on EXHIBIT A attached hereto (the "Property"), and in consideration of the mutual covenants and conditions hereinafter set forth, pursuant to the provisions of the Public Property Finance Act, Chapter 271, Subchapter A, Texas Local Government Code, as amended (the "Act"), the parties agree as follows:

1. Term and Payments. The Issuer hereby covenants and agrees to pay to the order of GCC and GCC's successors and assigns those principal and interest installment amounts in those sums set forth on EXHIBIT B attached hereto (the "Payments") on or before those dates per installment that are more fully set forth on EXHIBIT B (the "Payment Dates"). It is acknowledged and understood that GCC may assign its rights hereunder to a third party and that notice of said assignment shall be provided to the Issuer and that the Issuer, thereafter, shall look to and consider said assignee as the party to whom all of the Issuer's duties hereunder are owed. The obligation of the Issuer to make the Payments shall not be subject to set-off, counterclaim, or recoupment to the extent permitted by law. The interest is calculated on the basis of a 30/360-day year on the unpaid principal amounts from the Schedule Date of the EXHIBIT B.

2. Security, Levy of Taxes, Budgeting.

(a) During the term of this Finance Contract, the Issuer covenants that prior to adopting a budget for any ensuing fiscal year it shall place in its proposed budget for such ensuing fiscal year an amount necessary to pay the Finance Contract Payments for such ensuing fiscal year, and that the final budget for each fiscal year shall set aside and appropriate out of Maintenance Taxes and other revenues and funds lawfully available therefore an amount sufficient to pay the Finance Contract Payments. The Issuer hereby agrees to assess and collect, a continuing direct annual Maintenance Tax on all taxable property within the boundaries of the Issuer, within the limitations prescribed by law, at a rate from year to year sufficient, together with such other revenues and funds lawfully available to the Issuer for the payment of the Payments, to provide funds each year to pay the Payments, full allowance being made for delinquencies and costs of collection. Such taxes and such revenues and funds in an amount sufficient to make the Payments are pledged to GCC and GCC's successors and assigns for such purpose as the same shall become due and payable under this Finance Contract.

(b) The Issuer waives all rights of set-off, recoupment, counterclaim and abatement against GCC and GCC's successors and assigns with respect to the amounts due under this Finance Contract, and the Issuer's obligation to pay amounts due under this Finance Contract is absolute and unconditional and not subject to set-off, recoupment, counterclaim or abatement for any reason whatsoever.

3. Deposit into the Payment Fund.

(a) Upon this Finance Contract taking effect the Issuer shall establish a Payment Fund, which shall be maintained by the Issuer as long as any Payments are unpaid. The Issuer hereby pledges the Payment Fund for the exclusive purpose of securing the Payments and shall apply the funds therein to the payment of Payments as such payments come due.

(b) Each year in which Payments come due, the Issuer shall, not later than the day preceding any such due date, deposit into the Payment Fund, from the Issuer's maintenance and operations taxes or other lawfully available funds (within the limits prescribed by law) an amount sufficient to make such payment. To the extent permitted by law, the Issuer hereby pledges its maintenance and operations tax as security for this obligation.

(c) The Payment Fund shall be depleted at least once a year except for a carryover amount not to exceed one twelfth (1/12) of the amount of the Payments expected to come due in the following year.

4. Taxes. The Issuer agrees to directly pay all taxes, insurance and other costs of every nature associated with its ownership of the Property.

5. The Issuer's Covenants and Representations. The Issuer covenants and represents as follows:

(a) The Issuer will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Finance Contract which has been duly authorized, executed, and delivered by the Issuer and is a valid and binding obligation enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Finance Contract have been, or will be, complied with in a timely manner;

(b) All Payments hereunder for the current fiscal period have been duly authorized and will be paid when due;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to this Finance Contract;

(d) The information supplied and statements made by the Issuer in any financial statement or current budget prior to or contemporaneously with this Finance Contract are true and correct;

(e) The Issuer has complied with all bidding/proposal laws applicable to this transaction and the purchase of the Property.

(f) No contract, rental agreement, lease-purchase agreement, payment agreement or contract for purchase under the Act to which the Issuer has been a party at any time during the past ten (10) years has been terminated by the Issuer as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which the Issuer has issued during the past ten (10) years.



GOVERNMENT CAPITAL
CORPORATION

6. Use and Licenses. The Issuer shall pay and discharge all operating and other expenses of every nature associated with its use of the Property. The Issuer shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property.

7. Maintenance. The Issuer agrees to be solely responsible for all maintenance and operating costs of every nature associated with its ownership of the Property and the Issuer acknowledges that GCC or GCC's successors or assigns shall have no responsibility for the payment of any such costs.

8. Damage to or Destruction of Property. The Issuer shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction, or other event shall release the Issuer from the obligation to pay the full amount of the payments or from any other obligation under this Finance Contract.

9. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, IF ANY, ALL OF WHICH ARE HEREBY ASSIGNED TO THE ISSUER, GCC HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER. All such risks shall be borne by the Issuer without in any way excusing it from its obligations under this Finance Contract, and GCC shall not be liable for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by the Issuer, at its sole expense, upon prior written notice to GCC. GCC or its assigns may, but shall have no obligation whatsoever to, participate in a claim on any warranty. Any recovery under such a warranty shall be made payable jointly to both parties.

10. Evidence of Indebtedness and Security Agreement.

(a) An executed copy of this Finance Contract shall evidence the indebtedness of the Issuer as provided herein and shall constitute a security agreement pursuant to applicable law, with GCC, its successors or assigns as the secured party. The grants, lien, pledge and security interest of GCC, its successors or assigns created herein shall become effective immediately upon and from the Delivery Date, and the same shall be continuously effective for so long as any Finance Contract Payments are outstanding.

(b) A fully executed copy of this Finance Contract and the proceedings authorizing same shall be kept at all times and shall be filed and recorded as a security agreement among the permanent records of the Issuer. Such records shall be open for inspection to any member of the general public and to any individual, firm, corporation, governmental entity or other person proposing to do or doing business with, or having or asserting claims against the Issuer, at all times during regular business hours.

(c) If, in the opinion of counsel to the Issuer or to GCC, its successors or assigns, applicable law ever requires filings additional to the filing pursuant to subsection (b) of this section in order to preserve and protect the priority of the grants, assignments, lien, pledge and security interest of GCC, its successors or assigns created herein as to all Payments, then the Issuer shall diligently and regularly make such filings to the extent required by law to accomplish such result.

11. Default and Remedies.

(a) Each of the following occurrences or events for the purpose of this Finance Contract is hereby declared to be an Event of Default:

(1) the failure to make payment of the Payment when the same becomes due and payable; or

(2) default in the performance or observance of any other covenant agreement or obligation of the Issuer, which default materially, adversely affects the rights of GCC or its successors or assigns, including, but not limited to, its prospect or ability to be repaid in accordance with this Finance Contract, and the continuation thereof for a period of 20 days after notice of such default is given by GCC or any successors or assigns of GCC to the Issuer.

(b) Remedies for Default.

(1) Upon the happening of any Event of Default, then and in every case GCC or its successors or assigns, or an authorized representative thereof, including, but not limited to, an attorney or trustee therefore, may proceed against the Issuer for the purpose of protecting and enforcing the rights of GCC or its successors or assigns under this Finance Contract, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoy any act or thing that may be unlawful or in violation of any right of GCC or its successors or assigns or any combination of such remedies; provided that none of such parties shall have any right to declare the balance of the Finance Contract Payments to be immediately due and payable as a remedy because of the occurrence of an Event of Default.

(2) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy, and no delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof and all such rights and powers may be exercised as often as may be deemed expedient.

(c) Remedies Not Exclusive.

(1) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under this Finance Contract or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Finance Contract, the right to accelerate the debt evidenced by this Finance Contract shall not be available as a remedy because of the occurrence of an Event of Default.

12. Assignment. Without GCC's prior written consent, the Issuer will not either **(a)** assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Finance Contract or the Property or any interest in this Finance Contract or the Property; or **(b)** sublet or lend the Property or permit it to be used by anyone other than the Issuer or the Issuer's employees and other authorized users. GCC may assign its rights, title and interest in and to this Finance Contract, and any other documents executed with respect to this Finance Contract and/or grant or assign a security interest in this Finance Contract, in whole or in part. Such successors and assigns of GCC shall have the right to further grant or assign a security interest in this Finance Contract, as well as the rights to Payments hereunder, in whole or in part, to any third party. No assignment or reassignment of GCC's rights, title or interest in this Finance Contract shall be effective with regard to the Issuer unless and until the Issuer shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. The Issuer shall maintain written records of any assignments of the Finance Contract.

13. Personal Property. The Property is and shall at all times be and remain personal property, and will not be considered a fixture to any real property.

14. GCC's Right to Perform for The Issuer. If the Issuer fails to make any payment or perform or comply with any of its covenants or obligations hereunder, GCC or GCC's successors or assigns may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of the Issuer, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by GCC or GCC's successors or assigns in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate under the State of Texas law, shall be payable by the Issuer upon demand.

15. Interest on Default. If the Issuer fails to pay any Payment specified herein within twenty (20) days after the due date thereof, the Issuer shall pay to GCC or any successor or assigns of GCC, interest on such delinquent payment at the highest rate allowed by Texas law.

16. Notices. Any notices to be given or to be served upon any party hereto in connection with this Finance Contract must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after mailing. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Finance Contract or at such other address as either party may hereafter designate.

17. Prepayment.

(a) The Issuer shall have the right, at its option, to prepay the Finance Act Contract in whole, on any payment date, in accordance with the Early Redemption Value stated on Exhibit B of the Contract. Any additional principal payments will be applied to reduce the early redemption values as shown in Exhibit B to this Finance Contract.

(b) As condition precedent to the Issuer's right to make, and GCC or any successor or assigns of GCC's obligation to accept, any such prepayment, GCC or any successor or assigns of GCC shall have actually received notice at least thirty (30) days in advance of the Issuer's intent to exercise its option to prepay.

18. Continuing Disclosure. Specifically and without limitation, the Issuer agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of the Issuer's authorized agents. If the Issuer has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

19. Tax Exemption.

(a) The Issuer certifies that it does not reasonably anticipate more than \$10,000,000 of "tax-exempt obligations", including this Finance Contract will be issued by it and any subordinate entities during the 2013 calendar year. Further, the Issuer designates this Finance Contract as "qualified tax exempt obligations" under Section 265 (b) 3 of the Internal Revenue Code of 1986, as amended (the "Code") eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

(b) The Issuer hereby represents and covenants that the proceeds of this Finance Contract are needed at this time to provide funds for the Issuer's purchase of the property for which this Finance Contract was executed and delivered, as specified in this Finance Contract; that (i) final disbursement of the proceeds of this Finance Contract will occur within three years from the Delivery Date, (ii) substantial binding obligations to expend at least five (5) percent of the net proceeds will be incurred within six months after the Delivery Date and (iii) the acquisition of such property will proceed with due diligence to completion; and that, except for the Escrow Agreement, if applicable, and the Payment Fund, no other funds or accounts have been or will be established or pledged to the payment of this Finance Contract.

(c) The Issuer will not directly or indirectly take any action or omit to take any action, which action or omission would cause the Finance Contract to constitute a "*private activity bond*" within the meaning of Section 141(a) of the Code.

(d) The Issuer will not take any action or fail to take any action with respect to the investment of the proceeds of this Finance Contract or any other funds of the Issuer, including amounts received from the investment of any of the foregoing, that would cause this Finance Contract to be an "*arbitrage bond*" within the meaning of such section 148 of the Code.

(e) There are no other obligations of the Issuer which are sold at substantially the same time as the Finance Contract, sold pursuant to the same plan of financing with the Finance Contract and are reasonably expected to be paid from substantially the same source of funds as the Finance Contract.

(f) The Issuer will not take any action, or as the case may be, knowingly omit to take any action within its control that, if taken or omitted, as the case may be, would cause the Finance Contract to be treated as "*federally guaranteed*" obligations for purposes of Section 149(b) of the Code.

(g) The Issuer will take all necessary steps to comply with the requirement that certain amounts earned by the Issuer on the investment of the "*gross proceeds*" of the Finance Contract (within the meaning of Section 148(f)(6)(B) of the Code), if any, be rebated to the federal government. Specifically, the Issuer will (i) maintain records regarding the investment of the gross proceeds of the Finance Contract as may be required to calculate and substantiate the amount earned on the investment of the gross proceeds of the Finance Contract and retain such records for at least six years after the day on which the last outstanding Finance Contract is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, including any specified method of accounting required by applicable regulations to be used for all or a portion of the gross proceeds, (iii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Finance Contract and (iv) timely pay all amounts required to be rebated to the federal government. In addition, the Issuer will correct any errors within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, including interest thereon and penalty, if any, as may be necessary or appropriate to assure that interest on the Finance Contract is not includable in the gross income for federal income tax purposes.

(h) The Issuer will timely file with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Finance Contract on such form and in such place as the Secretary may prescribe. Notwithstanding any other provision of this Finance Contract, the Issuer's obligation under the covenants and provisions of this Section 19 shall survive the defeasance and discharge of this Finance Contract.

20. Miscellaneous.

(a) Time is of the essence. No covenant or obligations hereunder to be performed by the Issuer are waived, except by the written consent of GCC or its successors or assigns. GCC's or its successors or assigns' rights hereunder are cumulative and not alternative.

(b) This Finance Contract shall be construed in accordance with, and governed by the state of Texas laws.

(c) This Finance Contract constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both GCC and the Issuer.

(d) Any term or provision of this Finance Contract found to be prohibited by law or unenforceable shall not affect the legality the remainder of this Finance Contract.

(e) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever appropriate.

(f) The captions set forth herein are for convenience of reference only, and shall not define or limit any of the terms or provisions hereof.

(g) Issuer agrees to equitably adjust the payments payable under this Finance Contract if there is a determination by the IRS that the interest payable pursuant to this Finance Contract (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make GCC and its assigns whole.

(h) Except as otherwise provided, this Finance Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Finance Contract.

IN WITNESS WHEREOF, the parties have executed this Finance Contract as of the ____ day of _____ in the year 2013.

Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness Signature_____

Print Name _____

Print Title _____

The Issuer: City of Bedford

Beverly Griffith, City Manager
2000 Forest Ridge Bldg A
Bedford, TX 76021

Witness Signature_____

Print Name _____

Print Title _____

EXHIBIT A

Public Property Finance Act Contract **No.6372** (THE "FINANCE CONTRACT")

By And Between

Government Capital Corporation and *the Issuer*, City of Bedford

Dated as of August 13, 2013

QTY DESCRIPTION

Personal Property

Property Cost: \$228,370.00

Payback Period: Seven (7) Annual Payments

40	MFIRE HAWK M7 2013 COMPLIANT SA# B-M7H-D-1-2-C-A-C-1-2-B-A-B-0 DOUBLE PULL WITH CHEST STRAP SWIVELING LUMBAR 4500 PSI 45 MINUTE LIGHT WEIGHT CYLINDER CBRN PUSH TO CONNECT REGULATOR EMERGENCY BREATHING SUPPORT EXTAIRE II FACEPIECE WITH NOSECUP (SM-MED-LG) SPEED ON HEAD HARNESS CLEAR COMMAND READY CONTROL MODULE WITH THERMISTER INTERNAL HUD
30	MSA # 10121723 ULTRA ELITE FACEPIECES CLEAR COMMAND READY "EXTRA"
50	MSA# 10127945 4500PSI 45 MINUTE CYLINDER SPARE CYLINDERS
30	MSA# 10114190 INTERNAL HUDS FOR EXTRA MASK
70	MSA# 10026265 CLEAR COMMAND VOICE AMPS

PROPERTY LOCATION:
City of Bedford Fire Department
1816 Bedford Road
Bedford, TX 76021-5706

EXHIBIT B

>> SCHEDULE OF PAYMENTS & EARLY REDEMPTION VALUE <<

Public Property Finance Act Contract **No.6372** ("THE FINANCE CONTRACT")

BY AND BETWEEN

Government Capital Corporation and **the Issuer**, City of Bedford

Schedule dated as of August 13, 2013

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	At Signing	\$37,380.00	\$0.00	\$37,380.00	NA
2	08/01/14	\$35,102.06	\$5,214.03	\$29,888.03	NA
3	08/01/15	\$35,102.06	\$4,712.24	\$30,389.82	\$132,531.59
4	08/01/16	\$35,102.06	\$3,823.33	\$31,278.73	\$100,544.02
5	08/01/17	\$35,102.06	\$2,908.43	\$32,193.63	\$67,804.74
6	08/01/18	\$35,102.06	\$1,966.77	\$33,135.29	\$34,296.09
7	08/01/19	\$35,102.06	\$997.56	\$34,104.50	\$0.00
Grand Totals		\$247,992.36	\$19,622.36	\$228,370.00	

Accepted by the Issuer: _____
Beverly Griffith, City Manager

INCUMBENCY CERTIFICATE

Public Property Finance Act Contract **No.6372** (THE "FINANCE CONTRACT")

By And Between

Government Capital Corporation and **the Issuer**, City of Bedford

Dated as of August 13, 2013

I, Michael Wells, do hereby certify that I am the duly elected or appointed and acting City Secretary, of City of Bedford, Issuer, a political subdivision or agency of the State of Texas, duly organized and existing under the laws of the State of Texas, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Public Property Finance Act Contract No.6372, between City of Bedford (the "Issuer") and Government Capital Corporation ("GCC").

Name

Title

Signature

Beverly Griffith

City Manager

IN WITNESS WHEREOF, I have duly executed this certificate hereto this ____ day of _____, 2013.

By: _____
Michael Wells, City Secretary

[to be retyped on letterhead of the Issuer counsel]

Government Capital Corporation
345 Miron Dr
Southlake, TX 76092

RE: Public Property Finance Act Contract No.6372

I have examined the Public Property Finance Act Contract No.6372 (the "Finance Contract") between the City of Bedford (the "Issuer") and Government Capital Corporation ("GCC"). The Finance Contract provides financing for the purchase by the City of Bedford of certain Property as identified in the Finance Contract and provides that the Issuer shall finance the Property by making Payments as specified in the Public Property Finance Act Contract No.6372.

I have also examined other certificates and documents as I have deemed necessary and appropriate under the circumstances.

Based upon the foregoing examination, I am of the opinion that:

1. The Issuer is a political subdivision or agency of the State of Texas with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986, as amended;
2. The execution, delivery and performance by the Issuer of the Finance Contract have been duly authorized by all necessary action on the part of the Issuer; and
3. The Finance Contract constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms.

The opinion expressed above is solely for the benefit of the Issuer, GCC and/or its subsequent successors or assigns.

Sincerely,

Attorney at Law

CERTIFICATE OF ACCEPTANCE

Public Property Finance Act Contract **No.6372** (THE "FINANCE CONTRACT")
By And Between
Government Capital Corporation and **the Issuer**, City of Bedford
Dated as of August 13, 2013

1. **ACCEPTANCE:** In accordance with the Finance Contract, the Issuer hereby certifies that all of the Property described herein (i) has been received by the Issuer, (ii) has been thoroughly examined and inspected to the complete satisfaction of the Issuer, (iii) had been found by the Issuer to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by the Issuer, (v) has been found to be and is wholly suitable for the Issuer's purposes, and (vi) is hereby unconditionally accepted by the Issuer, in the condition received, for all purposes of this Finance Contract, (vii) the Issuer hereby authorizes GCC to Pay supplying vendor(s) all available sums due and payable in conjunction with the property described in Exhibit A.

By The Issuer:

Beverly Griffith, City Manager

For The Issuer: City of Bedford

ACCEPTED on this the _____ day of _____, 2013.

(* SIGNATURE REQUIRED ONLY WHEN AN "ESCROW AGREEMENT" IS NOT USED

2. **PROPERTY:**

SCBA's (Self-Contained Breathing Apparatus), see Exhibit A herein.

3. **USE:** The primary use of the Property is as follows: **(PLEASE FILL OUT PRIMARY USE BELOW)**

X _____

4. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed

City of Bedford
Attn.: James Tindell, Fire Chief
2000 Forest Ridge Bldg A
Bedford, TX 76021

RESOLUTION # _____

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING "SCBA's SELF-CONTAINED BREATHING APPARATUS".

WHEREAS, contingent upon the approval of the Attorney of City of Bedford (the "Issuer"), the Issuer desires to enter into that certain Finance Contract No.6372, by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "SCBA's – Self-Contained Breathing Apparatus". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY CITY OF BEDFORD:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "SCBA's – Self-Contained Breathing Apparatus".

Section 2. That the Finance Contract dated as of August 13, 2013, by and between the City of Bedford and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer will designate Beverly Griffith, City Manager, as an authorized signer of the Finance Contract dated as of August 13, 2013, by and between the City of Bedford and GCC.

PASSED AND APPROVED by the Board of the City of Bedford in a meeting held on the ____day of _____, 2013.

Issuer: City of Bedford

Witness Signature

Jim Griffin, Mayor

Michael Wells, City Secretary

Invoice

MAKE PAYABLE AND SEND PAYMENT TO:

August 8, 2013

Government Capital Corporation

Attn: Keith Miller
345 Miron Drive
Southlake, TX 76092

**Payment Invoice
Contract No. 6372**

Issuer: City of Bedford
Attn.: James Tindell, Fire Chief
2000 Forest Ridge Bldg A
Bedford, TX 76021

For: SCBA's

Amount Due: \$37,380.00

PAYMENT DUE DATE: At Signing

For Inquiries Call or Write:

Government Capital Corporation

345 Miron Drive
Southlake, TX 76092
Phone: 817-421-5400
Toll Free: 800-883-1199

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>	
If obligations are BANs, check only box 19b		<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b Enter the final maturity date of the GIC ▶ _____		
c Enter the name of the GIC provider ▶ _____		
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b Enter the date of the master pool obligation ▶ _____		
c Enter the EIN of the issuer of the master pool obligation ▶ _____		
d Enter the name of the issuer of the master pool obligation ▶ _____		
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>		
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b Name of hedge provider ▶ _____		
c Type of hedge ▶ _____		
d Term of hedge ▶ _____		
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>		
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	▶ _____ Date	▶ _____ Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶ _____		Firm's EIN ▶ _____	
	Firm's address ▶ _____		Phone no. _____	



Council Agenda Background

PRESENTER: Roger Gibson, Police Chief

DATE: 08/13/13

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

ITEM:

Consider a resolution authorizing the City Manager to enter into an interlocal agreement between the City of Bedford and the cities of Hurst, Euless, Grapevine and Colleyville to establish a shared accident investigation unit called the Combined Reconstruction and Accident Specialist of H.E.B. (C.R.A.S.H.) Unit.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In 1999, the cities of Hurst, Euless and Bedford entered into an interlocal agreement to form a shared accident investigation unit called the Combined Reconstruction and Accident Specialist of H.E.B. (C.R.A.S.H.) Unit.

The C.R.A.S.H. Unit was established to provide member Police Departments with a specialized traffic accident investigation team to respond to fatality accidents and other major accidents involving unique/significant circumstances. Additionally, the formation of the Unit sought to capitalize on economies of scale as expenses to maintain the Unit is equally shared between all member agencies.

Fatality accident investigations are very time intensive and require specialized training and equipment. The interlocal agreement ensures that a minimum of five certified "Accident Investigation" officers respond to each call-out.

In 2009, the original interlocal agreement was amended to include the City of Grapevine. Recently, the City of Colleyville has also expressed a desire to become a member agency of this Unit. Colleyville borders all member cities and would increase personnel resources and economies of scale for this specialized Unit.

The interlocal agreement remains in effect, on an individual basis, until terminated by any member agency with a 30 day written notice to the other member agencies, or until all members mutually agree to change or modify the terms of the agreement.

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 the cities of Hurst, Euless, Grapevine and Colleyville to establish a shared accident investigation unit called the Combined Reconstruction and Accident Specialist of H.E.B. (C.R.A.S.H.) Unit.

FISCAL IMPACT:

Future capital purchases for C.R.A.S.H. equipment will be split between five agencies.

ATTACHMENTS:

Resolution
Interlocal Agreement

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BEDFORD AND THE CITIES OF HURST, EULESS, GRAPEVINE AND COLLEYVILLE TO ESTABLISH A SHARED ACCIDENT INVESTIGATION UNIT CALLED THE COMBINED RECONSTRUCTION AND ACCIDENT SPECIALIST OF H.E.B (C.R.A.S.H.) UNIT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to enter into an interlocal agreement with the cities of Hurst, Eules, Grapevine and Colleyville; and,

WHEREAS, the City Council of Bedford, Texas recognizes the economies of scale by entering into the multi-agency accident and reconstruction agreement; and,

WHEREAS, the City Council of Bedford, Texas agrees to provide equal C.R.A.S.H. services to all participants of the agreement.

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

SECTION 1. That the City Council of Bedford, Texas authorizes the City Manager to enter into an interlocal agreement between the City of Bedford and the cities of Hurst, Eules, Grapevine and Colleyville to establish a shared accident investigation unit called the Combined Reconstruction and Accident Specialist of H.E.B. (C.R.A.S.H.) Unit.

PASSED AND APPROVED this 13th day of August 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

STATE OF TEXAS §

SECOND AMENDED AGREEMENT

COUNTY OF TARRANT §

This agreement, made and entered into and between the City of Hurst, a municipal corporation, located in Tarrant County, Texas, hereinafter, called “Hurst”; the City of Euless, a municipal corporation, located in Tarrant County, Texas, hereinafter, called “Euless”; the City of Bedford, a municipal corporation, located in Tarrant County, Texas, hereinafter, called “Bedford”; the City of Grapevine, a municipal corporation, located in Tarrant County, Texas, hereinafter, called “Grapevine”; and the City of Colleyville, a municipal corporation, located in Tarrant County, Texas, hereinafter, called “Colleyville”, evidence the following:

WHEREAS, The Interlocal Cooperation Act, Texas Government Code Chapter 791, provides authorization, for any local government to contract with one or more local governments to perform governmental functions and services under the term of the Act; and

WHEREAS, Hurst, Euless, Bedford, Grapevine, and Colleyville desire to enter into an Agreement to establish a shared accident investigation unit called the Combined Reconstruction & Accident Specialists of H.E.B., hereinafter called “C.R.A.S.H. Unit”, and

WHEREAS, the agreement shall provide equal service of the Combined Reconstruction & Accident Specialist of H.E.B. to all participants of this Agreement; and

WHEREAS, it is mutually advantageous to all parties to enter into the arrangement evidenced by the Agreement;

NOW, THEREFORE, the parties in consideration of the terms and conditions contained herein, agree as follows:

I.

Hurst, Euless, Bedford, Grapevine, and Colleyville agree:

1. That Hurst agrees to furnish a vehicle, designated by Hurst, that is capable of transporting the equipment and supplies needed by the C.R.A.S.H. Unit.
2. That Bedford agrees to be responsible for making purchase on supplies and equipment needed for the C.R.A.S.H. Unit, and that Bedford will bill Hurst, Euless, Grapevine, and Colleyville accordingly so that each agency pays one-fifth the cost of said purchases. That Bedford also agrees to maintain a record of all purchases for equipment and supplies along with any expenditures on repairs that fall under these guidelines.
3. That Euless agrees to be designated as the C.R.A.S.H. Unit call-out agency. It will be Euless's responsibility to maintain a current list of qualified Accident Investigators and to call-out C.R.A.S.H. Unit members when one is needed.
4. That costs for maintenance and repair to C.R.A.S.H. Unit equipment will be shared equally by Hurst, Euless, Bedford, Grapevine, and Colleyville, unless such damage or need for repair was caused by a specific agency's failure to operate, store, or transport the C.R.A.S.H. Unit equipment in a safe, secure and responsible manner.
5. That any existing accident investigation supplies and equipment belonging to any of the participating agencies may be used during the performance of the C.R.A.S.H. Unit's duties and that ownership of existing equipment and supplies shall remain the property of the participating agency to that extent. Any costs for maintenance and repair to existing accident investigation supplies and equipment are the responsibility of the agency that has ownership of the property.
6. That this agreement must be specifically authorized independently of any other agreement. Should any other city department of any of the participating municipalities enter into any future Interlocal Agreements, the agreement must be repealed if any conflict is found to exist.

II.

Hurst, Euless, Bedford, Grapevine, and Colleyville each authorize the provisions described in this agreement.

III.

It is understood by all parties that the intent of the agreement is to provide a Specialized Traffic Accident Investigation Unit to all five cities at an overall expense that is greatly reduced from what any single agency would spend in providing this same Accident Investigation Unit on its own.

IV.

It is understood by all parties that by having this Specialized Traffic Accident Investigation Unit available it will save time and manpower to each agency that would normally work an accident scene on its own.

V.

Each city does hereby waive all claims against and agrees to release every other City, its police Department, officials, agents, officers, and employees in both their public and private capacities, from and against any and all claims, suits, demands, losses, damages, causes of action and liability of every kind, including but not limited to court costs and attorney fees which may arise due to any death or injury to any person, or the loss of, damage to, or loss of use of any property arising out of or occurring as a consequence of the performance of this agreement whether such injuries, death or damages are caused by the sole negligence or joint negligence of any City, its officials, agents, officers, and employees. It is the express intention of the parties hereto that the waiver and release provided for in this paragraph includes claims arising out of such other City's own negligence, whether that negligence is a sole or a concurring cause of the injury, death or damage.

It is expressly understood and agreed that, in the exception of this Agreement, no city 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.

VI.

This Agreement shall be in full force and effect when signed by participating agencies on an individual basis. The Agreement shall remain in full force and effect, on an individual basis, until terminated by any party with thirty days written notice to the others or until all parties mutually agree to change or modify the terms of the agreement. This second amended agreement shall supersede all prior agreements. Any party terminating their participation will forfeit their property interests in ownership of equipment jointly purchased for the C.R.A.S.H. Unit.

CITY OF HURST

CITY OF EULESS

City Manager

City Manager

ATTEST:

ATTEST:

City Secretary

City Secretary

Chief of Police

Chief of Police

CITY OF BEDFORD

City Manager

ATTEST:

City Secretary

Chief of Police

CITY OF GRAPEVINE

City Manager

ATTEST:

City Secretary

Chief of Police

CITY OF COLLEYVILLE

City Manager

ATTEST:

City Secretary

Chief of Police

ITEM #16 IS TO BE DISCUSSED BY COUNCIL IN EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.087. THE MATERIALS FOR THESE ITEMS WILL BECOME PUBLIC INFORMATION UPON COUNCIL APPROVAL. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 817.952.2104 IF YOU HAVE ANY QUESTIONS.