

# **A G E N D A**

**Regular Meeting of the Bedford City Council  
Tuesday, July 22, 2014  
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.
- Discussion regarding City of Bedford Boards and Commissions.

## **EXECUTIVE SESSION**

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

- a) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation regarding 533 Bedford Road.
- b) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Lot 35R1, Block 13, Stonegate Addition.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to the Wallace W. Smith Survey A1392 Tr 1D.

## **REGULAR SESSION 6:30 P.M.**

### **CALL TO ORDER/GENERAL COMMENTS**

**INVOCATION** (Rev. Melvin E. Brown, Cathedral of Faith Church of God in Christ)

### **PLEDGE OF ALLEGIANCE**

### **ANNOUNCEMENTS/UPCOMING EVENTS**

### **OPEN FORUM**

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

### **CONSIDER APPROVAL OF ITEMS BY CONSENT**

### **COUNCIL RECOGNITION**

1. Employee Service Recognition

## APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:
  - a) June 24, 2014 regular meeting
  - b) July 1, 2014 work session

## PERSONS TO BE HEARD

3. The following individual has requested to speak to the Council tonight under Persons to be Heard:
  - a) Roger Gallenstein, 4013 Fairmont Court, Bedford, Texas 76021 – Requested to speak to the Council regarding the importance of a “Destination” for the City that will enhance its visibility in the Metroplex.

## NEW BUSINESS

4. Public hearing and consider an ordinance to rezone the property known as Lot 4R, Block 4, Airport Freeway Center Addition, located at 1320 Tennis Drive, Bedford, Texas, from Heavy Commercial District (H), Section 4.13 of the City of Bedford Zoning Ordinance to Planned Unit Development District (PUD), Section 4.15 of the City of Bedford Zoning Ordinance, for Novak Motors; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located south of State Highway 183 and west of Brown Trail. (Z-248)
5. Public hearing and consider an ordinance to rezone a portion of the property known as Lot 4A, Block 7, Bellvue Addition #3, located at 800 Brown Trail, Suite C, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Churches, Temples & Synagogues, for Emmanuel Encountering International; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of Pipeline Road and east of Brown Trail. (Z-252)
6. Public hearing and consider an ordinance to amend Ordinance 13-3056, specific to the City of Bedford Master Highway Corridor Overlay District, “MHC” to change the MHC map specifically to bring the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, 3351 Harwood Road, Bedford, Texas, into the MHC; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of Harwood Road and west of State Highway 121. (A-032.1)
7. Public hearing and consider an ordinance to rezone the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, located at 3351 Harwood Road, Bedford, Texas, from “R-15,000” Single-Family Residential Detached District (R-15,000), Section 4.1 of the City of Bedford Zoning Ordinance to Planned Unit Development District (PUD), Section 4.15 of the City of Bedford Zoning Ordinance, for a Taco Bell Restaurant; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of Harwood Road and west of State Highway 121. (Z-253)
8. Consider a resolution authorizing the City Manager to enter into a contract with Blackboard, Inc., to provide a mass notification system for the City of Bedford, in the amount of \$46,560.17.
9. 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 2014/15, in the amount of \$149,370, paid for by the District.

10. Consider a resolution authorizing the submission of an application for the FY 2014 Edward Byrne Memorial Justice Assistance Grant in the amount of \$14,483 for police equipment.
11. Consider a resolution accepting the nomination of the Discovery Room at the Bedford Public Library to be named the Jennifer's Discovery Room by the Bedford Library Bookworms and the Hurst-Eules-Bedford Moms Offering Moms Support Club.
12. Consider a resolution authorizing the City Manager to dispose of obsolete, worn, or infrequently used library materials by donating them to the Bedford Library Friends.
13. Consider a resolution authorizing the City Manager to authorize a payment to Errol V. Housman for the acquisition of an easement on Lot 35R1, Block 13, Stonegate Addition.
14. Consider a resolution accepting the revised and updated City of Bedford Purchasing Policy and Procedures.
15. Report on most recent meeting of the following Boards and Commissions:
  - ✓ Animal Shelter Advisory Board - Councilmember Fisher
  - ✓ Beautification Commission - Councilmember Turner
  - ✓ Community Affairs Commission - Councilmember Boyter
  - ✓ Cultural Commission – Councilmember Champney
  - ✓ Library Board - Councilmember Davisson
  - ✓ Parks & Recreation Board - Councilmember Davisson
  - ✓ Senior Citizen Advisory Board - Councilmember Turner
  - ✓ Teen Court Advisory Board - Councilmember Farco

16. Council member Reports

17. City Manager/Staff Reports

**EXECUTIVE SESSION**

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

- a) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation regarding 533 Bedford Road.
- b) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Lot 35R1, Block 13, Stonegate Addition.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to the Wallace W. Smith Survey A1392 Tr 1D.

18. Adjourn into Regular Session

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

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

**ADJOURNMENT**

**CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, July 18, 2014 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

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**Michael Wells, City Secretary**

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**Date Notice Removed**

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations must be requested in writing to the City Secretary's Office a minimum of seventy-two hours (72) hours prior to the scheduled starting time of the posted meeting. Requests can be delivered in person or mailed to the City Secretary's Office at 2000 Forest Ridge Drive, Bedford, TX 76021, or emailed to [mwells@bedfordtx.gov](mailto:mwells@bedfordtx.gov). Some requests may take longer due to the nature, extent and/or availability of such auxiliary aids, services or accommodations.)



# Council Agenda Background

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**PRESENTER:** Michael Wells, City Secretary

**DATE:** 07/22/14

**Work Session**

**ITEM:**

Discussion regarding City of Bedford Boards and Commissions.

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

This is a follow-up to Council's discussion from their July 1, 2014 planning session regarding the City's Boards and Commissions.

**ATTACHMENTS:**

N/A



# Council Agenda Background

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**PRESENTER:** Beverly Griffith, City Manager

**DATE:** 07/22/14

Council Recognition

**ITEM:**

Employee Service Recognition

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

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

Noel Scott	Police Department	10 years
Clifford Box	Fire Department	20 years

**ATTACHMENTS:**

N/A



# Council Agenda Background

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**PRESENTER:** Michael Wells, City Secretary

**DATE:** 07/22/14

**Minutes**

**ITEM:**

Consider approval of the following City Council minutes:

- a) June 24, 2014 regular meeting
- b) July 1, 2014 work session

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

N/A

**ATTACHMENTS:**

June 24, 2014 regular meeting  
July 1, 2014 work session

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

**The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 24th day of June, 2014 with the following members present:**

Jim Griffin  
Michael Boyter  
Ray Champney  
Jim Davisson  
Steve Farco  
Roger Fisher

Mayor  
Council Members

constituting a quorum.

Councilmember Turner was absent from the meeting.

Staff present included:

Beverly Griffith  
David Miller  
Stan Lowry  
Michael Wells  
Kelli Agan  
Gary Clopton  
Natalie Foster  
Roger Gibson  
Les Hawkins  
Tom Hoover  
Meg Jakubik  
Joey Lankford  
Jill McAdams  
Mirenda McQuagge-Walden

City Manager  
Deputy City Manager  
City Attorney  
City Secretary  
Technical Services Manager  
IT Specialist II  
Marketing Specialist  
Police Chief  
Deputy Police Chief  
Public Works Director  
Assistant to the City Manager  
Fire Marshal  
Human Resources Director  
Managing Director

## **WORK SESSION**

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

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

Council discussed placing the following items on consent: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15.

Public Works Director Tom Hoover presented information regarding Item #3, which is an update to the ordinance for traffic control signs, including stop and u-turn signs. He stated that signs are installed between ordinance updates for various reasons such as a new subdivision or a request by a citizen. The signs have to meet certain requirements and the City is required to perform a traffic study. The u-turn signs in the ordinance were at the request of HEB ISD for the school on Harwood Road. In answer to a question from Council, Mr. Hoover stated that the ordinance was last updated in 2011; and a ticket written without a traffic study could be contested.

Assistant to the City Manager Meg Jakubik presented information on Item #4, which is a housekeeping item from the budget that was passed the previous September. Several capital items were considered in last year's process that were going to be financed; however, the current fund balance is healthy enough

to support those items. This ordinance formalizes those appropriations within the budget document. Further, a placeholder dollar amount was put in for market and merit raises for employees and after the methodology was determined, these numbers are now being reallocated. There have also been unforeseen expenses that Council has approved and the ordinance formalizes those expenditures. In the General Fund, the placeholder money for market and merit increases has been reallocated. The Fund also includes the staff desktop and public safety laptop computers, the Public Works bucket truck, the cleanup of 533 Bedford Road, and Microsoft 365 licenses. Revenue accounts were identified, including ICE, Intermedix and Municipal Court Fines, that were performing above their budgeted amount and some of the additional revenue was captured to offset these expenses. In the Water and Sewer Fund, there is a net zero on actual expenditures due to salary savings. Items include staff desktop computers and Microsoft 365 licenses. Ms. Jakubik discussed 380 agreements that include sales tax rebates. During the budget process, it was anticipated that these would funnel through to the Economic Development Fund, in the form of a transfer from the General Fund, and an expense was included. It was later determined that it would be more efficient to go through contra accounts and therefore, the revenue and expenses in the Fund are zeroed out. Also included is the payment for the Quit Claim Deed. Items in miscellaneous funds include the Mobile Observation Tower in the Drug Enforcement Fund, cardio equipment for the Boys Ranch Activity Center in the Park Donation Fund, the move of market and merit increases to the appropriate funds in the Traffic Safety Fund, and the repair to the Detention Facility door control panels in the Facility Maintenance Fund. Overall, there is \$427,008 in additional revenue between the General and Economic Development Funds. There is an increase in expenditures in the amount of \$454,550. In answer to questions from Council, Ms. Jakubik stated that because the fund balance was better than expected, the City is using cash instead of debt to fund these items.

ITSpecialist II Gary Clopton presented information regarding Item #13. The previous summer, issues were experienced with the mail server and explained that on an Exchange server, white space is generated. Staff was forced to migrate every user to a different drive. A panel of users was put together to see what the options were, which included moving to Gmail, moving to Microsoft 365, and reinvesting the money into an in-house server. After research, it was determined that the best thing to do was to move to Microsoft 365. Users would go from two gigabytes to 50 gigabytes, certain users would have a SharePoint driver, and they would be able to keep emails longer. In answer to questions from Council, Mr. Clopton stated that they were able to recover all of the emails; and that Microsoft 365 is compliant with the Center for Environmental and Geographic Information Services standards. There was discussion on the retention schedule for emails and that users are responsible for maintaining emails in compliance with the schedules. In answer to further questions from Council, Mr. Clopton stated that moving to the Microsoft cloud is less expensive than a new server; that they would receive automatic updates and limitations would be improved; that once an employee or councilmember leaves the system, the e-mail account is deleted and purged after 60 to 90 days; that the server was last replaced in 2008, which is beyond best practices; and a new server would cost approximately \$53,000.

Administrative Services Director Cliff Blackwell presented information regarding Item #8, which is the contract with the Tarrant County Tax Assessor/Collector for the assessment and collection of the City's property taxes. The City has used the service the past 22 years. It is a fee for service and the City has approximately 16,000 accounts. The price is \$1.10 per account, the same as the previous year, for a total cost of \$17,600. In answer to questions from Council, Mr. Blackwell stated that there were increases the two previous years; that there is not currently a cheaper alternative to using Tarrant County; and that he does not know of any other private firms that handle this service.

Technical Services Manager Kelli Agan presented information regarding Item #9, which is from a grant from the Tarrant County 911 District, through which the City was approved for \$21,062. Staff is proposing to use \$18,832 of those funds to expand the Emergency Operations Center call-taker station. After recent training, it was determined that the size of the room was inadequate. The proposal is to move a wall two feet, install built-in desks, and reposition the door to allow for more privacy.

Police Chief Roger Gibson presented information on Item #10, which is from a Justice Assistance Grant. Staff has researched working with a vendor to put surveillance cameras in primary locations within the City. The vendor will put in five cameras in five different shopping centers, as well as the infrastructure coverage. The shopping centers have agreed to absorb the utility costs and contribute up to \$500 each

for the installation of the electricity needs. At one location, a repeater needs to be installed to get from one side of the highway to the Law Enforcement Center, and they have agreed to waive their \$300 monthly fee. The vendor will try and make the system more robust by adding more customers. The City will have prerogative rights to override the system and it will be used with the Volunteers in Police Service (VIPS) program. For the remaining costs of the system, they will utilize their seizure funds. In answer to questions from Council, Chief Gibson stated that the number of cameras was based on costs; that Wildfire will be taking the lead on getting with other businesses about adding cameras; that all of the cameras will be pan-tilt-zoom with 360 degree rotation; that their goal once they received the mobile observation tower is to drive criminal elements to where the volunteers are located, who can also watch the camera locations; that there is no need to establish special procedures regarding privacy and that all volunteers are vetted; and that three of the cameras will be on poles and the other two will be on the corners of buildings.

Fire Marshal Joey Lankford presented information regarding Item #11, which is to use P-25 funds from Tarrant County 911 to purchase interoperable communications. They are proposing to provide radios for the Swift Water Rescue Team, the School Resource Officers, and for the Emergency Operations Center.

Deputy City Manager David Miller presented information regarding Item #14, which is a resolution supporting Tarrant County applying for Community Development Housing Grants. The City participates in the HOME grant program for the revitalization of homes in Bedford. The County has to apply for these grants every three years and this year's application has to be processed by the end of the month. In answer to a question from Council, Mr. Miller stated that if the grant is approved, the City's match would be approximately 30 percent.

Mr. Hoover presented information on Item #15. The City entered into an agreement with NTE in 2011 for the relocation of water and sewer mains that were in conflict with the highway improvements. There are four master utility agreements that total \$2,460,416 and it was agreed to be paid by the City this month. The City received the final invoice from Bluebonnet Contractors and staff is going through the discrepancies. A meeting has been scheduled for next week with their utility coordinator to reconcile with the difference. In answer to questions from Council, City Manager Beverly Griffith stated that the City has set aside money in the Utility Maintenance Fund each year, that they have been depositing from the Trinity River Authority into the Fund, and that the money in the Fund is in excess of what is required. Mr. Hoover stated that if the negotiations with the utility coordinator are not successful, he will be coming back to Council with a final payment, which will include credits for such items as locates and permits.

Human Resources Director Jill McAdams presented information regarding Item #6, which is for vision insurance. This insurance originally went out to bid at the request of employees and the City has been with Davis Vision for three years. Davis has a very narrow network, and employees have complained that only a handful of service providers accept Davis and they want a more expansive network. This is a voluntary insurance product so the onus of the premium is on the employee. Bids went out to five carriers and staff is recommending VSP, which has the largest network in the area. In meetings with employees, it was discussed that the cost with VSP is more than the other bids but that employees were amenable to switching because of the more expansive network. In answer to questions from Council, Ms. McAdams stated that every major vision provider in the area accepts VSP, while the others are hit and miss; that they did not receive pushback from employees who were excited to be able to go back to their provider; that customer service with Davis was an issue and that VSP is noted in the industry for their customer service and responsiveness to members; and that staff is recommending a change to the provider.

Human Resources Director Jill McAdams presented information regarding Item #7. She stated that at the request of Council, the City started this process earlier in the year. A work session was held with Council in May to discuss premiums, which have not changed. In April, claims ran over 197 percent of premium and in May, they were 85 percent of premium. In bidding out the health insurance, the City's broker asked for a one year or longer rate guarantee, and all bidders provided a 12-month contract period. They received bids from the four major carriers and all but the current carrier, Cigna, included an immature plan year factorization. Upon review of the April claims data, Aetna pulled their offer to reduce

their bid. Staff is recommending the City stay with Cigna. Staff bid out plan options including a reduced network, high deductible plans with health savings accounts, and a PPO plan. Meetings were held with employees to go over the options. A survey was also prepared and employees were asked to look at the local plus network to determine if their primary care physicians were on the plan. Of the 110 respondents, 63.64 percent indicated that their primary care physician was not on the network and 61.82 indicated that their specialist was not on the network. Due to the disruption of having to change doctors, staff is recommending staying with the two high deductible plans. After negotiations, the increase was reduced from 19 percent to 14.69 percent, which she stated was a very good premium based on claims. They are also recommending offering the PPO to employees, which will be monitored for utilization as it could increase premiums across all three plans. Staff has met with a local pharmacy and a pharmacy plan will be offered to employees. The pharmacy will offer a cash price for employees, which can be up to 50 percent cheaper than the insurance price. They will also purchase a subscription service through which they will research manufacturer rates and coupons for employees. They will also deliver the medication. On the PPO plan, normally a carrier would charge a two percent load fee for a third plan but Cigna has waved that fee.

In regards to the dental plan, staff went out to bid to six carriers. The current plan is a “freedom of choice” plan whereby an employee can move between a PPO plan and a DMO plan. That plan came in at a 13 percent increase or \$21,000. They went out to the carriers regarding a dual-option plan, which came in at a two percent reduction.

In answer to questions from Council, Ms. McAdams stated that in regards to mitigating losses, other cities are also facing double-digit increases; that medical insurance carriers are passing on a flat 10 percent due to the Affordable Care Act (ACA); and that 15 percent of users are driving 80 percent of claims. She discussed employee and spouse physicals and the City’s Wellness Plan, which Cigna contributes \$12,000 towards. In answer to further questions from Council, she stated that self-insurance is not a viable option until they get between 50 and 60 percent of premium; and that other cities and other entities have unique challenges that affect their bottom line. Marsha Zimmerman with Benefits Seminar Plus stated that the ACA tax was included in the proposals; that it is pretty standard for 15 to 20 percent of the population to drive 80 percent of the claims as the workforce grows older and moves from the well quartile to the sick quartile; that this is the process and costs will continue to rise until younger people get into the workforce; and that new medical technology comes at a high price.

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

Tommy Williamson with NTE presented information regarding the Highway 183 expansion. He stated that the project is 94 percent complete for the entire corridor and they are on track to be open at least six months ahead of schedule. The eastbound portion between Norwood Drive and Industrial Boulevard has been switched to its final configuration, and the final layer of asphalt has been laid on the eastbound and westbound frontage roads between Central Drive and Murphy Drive. Upcoming work includes shifting the westbound traffic to the TEXpress lanes for approximately one month, which will necessitate closing the westbound on-ramps at Murphy Drive and Central Drive, and the westbound off-ramp at Bedford Road. At Bedford Road, they are finishing up the north and southbound lanes and anticipate completion by mid-to-late August. At Central Drive, traffic has been shifted to the u-turn lanes and they will be shifted back to the center section within the next two weeks, weather permitting. The westbound and eastbound frontage roads between Westpark Way/Murphy Drive and Industrial Boulevard will need to be paved. They anticipate laying the final layer of asphalt on the westbound frontage road the upcoming weekend. He displayed a map showing the final configuration of the corridor. In answer to a question from Council regarding traffic flow issues at Westpark Way, Mr. Williamson stated that they have ordered a traffic study and the traffic signals will be adjusted accordingly; and that he will address issues related to traffic flow going northbound on Westpark/Murphy with their traffic control department. In regards to the landscape plan, he stated that it has been submitted to TxDOT and they expect comments back within the next two weeks. In answer to further questions from Council, it was stated that toll tags can be picked up at the Library and Customer Service and NTE’s information center, and that the tolls would be collected by NTTA. There was further discussion on lighted street signs.

- **Presentation of the 2013-2018 Capital Improvement Plan for Sewer Line Renewals from Gary Burton Engineering.**

Public Works Director Tom Hoover presented information on the 2013 – 2018 Capital Improvement Plan for Sewer Line Renewals. Back in December, the City completed its first five-year program with the Texas Commission on Environmental Quality (TCEQ) regarding a sanitary sewer overflow initiative. The City was unable to finish up rehabilitation of some subdivisions as well as some point and downfall repairs, and asked for a two-year extension. Staff asked for Gary Burton Engineering to come up with a new five-year capital improvements program.

Antoine Cepak with Gary Burton Engineering stated that they have worked to tighten up the City's system and in the last report submitted to TCEQ, the flow from the 19.1 W meter station, which is the flow of wastewater to the Trinity River Authority, was reduced by 300,000 gallons per day. They will continue to work in the 19.1W and are set for what they need to do in 2013-2014. Projects include work at the Boys Ranch, including a renewal and replacing brick manholes; an outfall sewer as part of 19.1W; televising lines in the subdivisions and renewing only those that need it; and renewing an outfall sewer on Spring Valley Drive. The total amount of the projects is approximately \$1M. Mr. Hoover stated that they will continue to focus on the southern portion of the City where there are creeks that are starting to get into the metering stations. He stated that some of the sewer mains at the Boys Ranch go under the lake and the lines will be rehabilitated so they are out of the way.

In answer to a question from Council, Ms. Griffith stated that the water and sewer rate structure was reset the previous year to provide sufficient capital to pay for these projects on a cash basis. Following a question from Council regarding a flowchart of activities for the next ten years, Mr. Hoover discussed the City getting out from under TCEQ's enforcement order within the next two to four years; staff incorporating many of TCEQ's requirements into their daily operations; the age of the City's system; looking at options to rehabilitate subdivisions without tearing up streets; and after the five year plan, coming back with a master plan to address the aging system. In answer to questions from Council regarding saving 300,000 gallons at 19.1W, Mr. Cepak stated that there is a metering station through which the City pays for wastewater treatment, that they know what the flows are, and that there is a monthly amount the City is being billed; and that they did major infrastructure improvements to tighten up the system in 2013 and 2014, which resulted in flows coming down. He further stated that they televise the lines to see where flows are coming into the system and that is where they decide to renew. Mr. Hoover stated that the whole system was based on taking care of the overflows, which they are required to address by the TCEQ.

Mayor Griffin adjourned the Work Session at 7:04 p.m.

### **REGULAR SESSION 6:30 P.M.**

The Regular Session began at 7:12 p.m.

### **CALL TO ORDER/GENERAL COMMENTS**

Mayor Griffin called the meeting to order.

### **INVOCATION (Pastor Dr. Kevin Smith, Faith Christian Fellowship Church)**

Pastor Dr. Kevin Smith of Faith Christian Fellowship Church gave the invocation.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was given.

### **ANNOUNCEMENTS/UPCOMING EVENTS**

Mayor Griffin presented an updated on Code Compliance issues. For 533 Bedford Road, the City has received the latest asbestos report, which they are in the process of reviewing to determine the next steps. For 3737 Cummings, the dilapidated barn has been torn down.

Marketing Specialist Natalie Foster reported that 4thFest will be on July 4 at the Boys Ranch Park starting at 4:00 p.m. There will be a ticketed inflatable area, a classic car show and free children's activities. Music by New Ground will be at 5:00 p.m. with a Salute to the Soldiers at 6:30 p.m. and fireworks at 10:00 p.m. Admission is free and there is paid parking at the Library. She reported that the Library will be celebrating its 50th anniversary with a party at the Library on June 30 starting at 2:00 p.m.

### **OPEN FORUM**

Nobody chose to speak during Open Forum.

### **CONSIDER APPROVAL OF ITEMS BY CONSENT**

Motioned by Councilmember Champney, seconded by Councilmember Fisher, to approve the following items by consent: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15.

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

### **COUNCIL RECOGNITION**

#### **1. Employee Service Recognition**

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

Ryan Hancock, Fire Department – 10 years of service  
Deborah Carlisle, Police Department - 15 years of service  
Torin Johnson, Fire Department - 20 years of service

### **APPROVAL OF THE MINUTES**

#### **2. Consider approval of the following City Council minutes: a) June 10, 2014 regular meeting**

This item was approved by consent.

### **NEW BUSINESS**

#### **3. Consider an ordinance amending the City of Bedford Code of Ordinances, Chapter 114, Article II, Section 114-39 "Stop intersections" to include the specific locations listed for intersections designated as streets upon which vehicles stop before entering intersections; and for amending Chapter 114, Article II, Section 114-42, "Prohibited turns at intersections" to include the specific locations where drivers of vehicles shall not make a U-Turn where an authorized sign clearly indicates that no U-Turn is permitted; providing for a severability clause; providing for a penalty clause; and declaring an effective date.**

This item was approved by consent.

#### **4. Consider an ordinance amending the annual budget for the City of Bedford, Texas for the fiscal year October 1, 2013 through September 30, 2014; and declaring an effective date.**

This item was approved by consent.

#### **5. Consider a resolution approving the City of Bedford's Section 125 Plan that allows employees to make contributions for insurance premiums and Health Savings Accounts**

**(HSA) on a pre-tax basis as allowable under the Internal Revenue Service (IRS) Code Section 125.**

This item was approved by consent.

- 6. Consider a resolution authorizing the City Manager to enter into a contractual agreement with VSP to provide supplemental vision insurance to employees as a voluntary benefit option.**

This item was approved by consent.

- 7. Consider a resolution authorizing the City Manager to enter into a contractual agreement for employee dental and health benefits with CIGNA.**

This item was approved by consent.

- 8. 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.**

This item was approved by consent.

- 9. Consider a resolution authorizing the City Manager to enter into a contract with The Rockaway Company, Inc. for renovations to the City's Emergency Operation Center in the amount of \$18,832.50, utilizing the Tarrant County 9-1-1 District PSAP Assistance Program Funding.**

This item was approved by consent.

- 10. Consider a resolution authorizing the City Manager to purchase a security camera network and recording system in the amount of \$22,361, from Wildfire Camera Networks.**

This item was approved by consent.

- 11. Consider a resolution authorizing the City Manager to purchase two-way radios from Motorola Solutions in the amount of \$33,101.90, utilizing the Tarrant County 9-1-1 P25 Assistance Program Funding.**

This item was approved by consent.

- 12. Consider a resolution authorizing the City Manager to cancel a Council meeting in July, November and December; and to reschedule the Council meeting in November to November 18.**

This item was approved by consent.

- 13. Consider a resolution authorizing the City Manager to purchase Microsoft 365 user licenses through SHI Government Solutions, a cooperative contract vendor with the Texas Department of Information Resources (DIR).**

This item was approved by consent.

- 14. Consider a resolution regarding City of Bedford participation in Tarrant County's Community Development Block Grant, Home Investment Partnership, and Emergency Solutions Grant Consortium for the three program year period, Fiscal Year 2015 through Fiscal Year 2017.**

This item was approved by consent.

**15. Consider a resolution authorizing the City Manager to authorize a payment in the amount of \$2,460,416 to Bluebonnet Contractors, LLC for the relocation of the City of Bedford's existing utilities impacted by the North Tarrant Express Project.**

This item was approved by consent.

Items 16, 17 and 18 were moved to after the Executive Session.

**16. Presentation by staff of the history, current status and future plans for the Code Compliance issues associated with 608 Annette. \*\*This item requested by Councilmember Davisson**

Councilmember Davisson requested this item be placed on the agenda. He stated that there has been a lot of talk regarding this property. The intent of putting this item on the agenda was not to point fingers or create controversy but that he wants transparency in government and to keep people up to date on what the City can and is prepared to do. It is important that the citizens know what is going on in the City. Mayor Griffin stated that it is his hope that all citizens recognize that the City is doing everything it can within the parameters of State law in any and all cases related to Code Compliance. A tremendous amount of work has been done by the Police Department and Code on this property and there are certain parameters that limit what the City can do. They could expend money to pursue a case through District Court but the purpose should be to get the property cleaned up.

Police Chief Roger Gibson stated that the Police Department took over management of Code almost a year ago. The property first came to their attention in August of the previous year. Between Code Compliance Supervisor Corporal Brett Bowen, Deputy Chief Les Hawkins and the Code Officers, they have been out to the property multiple times every month. Their philosophy is to try and get compliance through cooperation. There have been conversations with another area City where the person in question also is in charge of property and they are having the same problems. They have issued 11 different citations since the previous August, including one the previous week. The subject is somewhat difficult to deal with but Deputy Chief Hawkins has gotten him to cooperate to bring out a commercial dumpster and allowing 6Stones to get involved. He stated that they hope to have the 6Stones team out there in the near future to remove some of the items, and that this is the best course to get immediate clean-up. In answer to a question from Council, Chief Gibson stated that in the year preceding the Police Department taking over Code, 3,621 code violations were addressed. Under the Police Department, that number has increased to 6,403 violations. Council requested to see a full report on the number of cases that have been successfully mitigated. He discussed concerns over the vitality of neighborhoods and State law that govern code issues including junk vehicles. In answer to a question from Council, Chief Gibson stated that they are going out to 608 Annette on a daily basis. In answer to a question from Council, City Attorney Stan Lowry stated that if the City took legal action, every option would require court intervention; that there are limitations by State law on what the courts can do; that if it were to go to District Court, it would be on a regular trial docket; and that the property owner would have their due process rights to litigate the matter fully.

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

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

No report was given.

✓ **Beautification Commission - Councilmember Turner**

No report was given.

✓ **Community Affairs Commission - Councilmember Boyter**

Councilmember Boyter thanked Commission members Sal Caruso, Dianne Doughty, Roy Savage and Gary Morlock, who were in attendance. The Commission hosted a Mayor's Roundtable on June 12 to present the results of the citizen survey. Over 80 people attended and interacted with the Mayor in a

roundtable question and answer session. Attendees were invited to submit additional questions to the Mayor by email. The survey is on the City's website and frequently asked questions will be posted under the same tag as the survey.

✓ **Cultural Commission – Councilmember Champney**

Councilmember Champney reported that the Commission is working diligently on the July 19 arts program at the shopping center at the corner of Harwood Road and Central Drive. There will be bounce houses, painters and food trucks. They are also working on the application to the Texas Commission on the Arts to get an official designation from the State.

✓ **Library Board - Councilmember Davisson**

Councilmember Davisson reported that the Summer Reading Club is underway. The first event had someone from the Dallas Zoo and 290 children attended. Ramps have been set up for overflow parking. The second event had 204 children in attendance. The Library catalog on the website has been redesigned to be more user-friendly. He discussed the parking concession at the Library for 4thFest.

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

No report was given.

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

No report was given.

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

Councilmember Farco reported that the Board will next meet in August.

**18. Council member Reports**

No other reports were given.

**19. City Manager/Staff Reports**

Ms. Griffith congratulated the Administrative Services Department and Ms. Jakubik for the City receiving its 18th consecutive Distinguished Budget Presentation Award from the Government Finance Officers Association of the United States and Canada.

**EXECUTIVE SESSION**

This item was moved before Item #16.

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

- a) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation regarding 533 Bedford Road.
- b) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation regarding 3737 Cummings Road.
- c) Pursuant to Section 551.071, consultation with City Attorney regarding pending or contemplated litigation regarding 608 Annette.

Council convened into Executive Session pursuant to Texas Government Code Section 551.071, consultation with City Attorney regarding pending or contemplated litigation regarding 533 Bedford Road; Section 551.071, consultation with City Attorney regarding pending or contemplated litigation

regarding 3737 Cummings Road; and Section 551.071, consultation with City Attorney regarding pending or contemplated litigation regarding 608 Annette at 7:22 p.m.

**20. Adjourn into Regular Session**

Council reconvened from Executive Session at 8:36 p.m.

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

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

**ADJOURNMENT**

Mayor Griffin adjourned the meeting at 9:00 p.m.

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Jim Griffin, Mayor

ATTEST:

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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 4:00 p.m. in the TXI Conference Room, 1805 L. Don Dodson, on the 1st day of July, 2014 with the following members present:

Jim Griffin  
Michael Boyter  
Ray Champney  
Steve Farco  
Roger Fisher  
Roy W. Turner

Mayor  
Council Members

constituting a quorum.

Councilmember Davisson was absent from the meeting.

Staff present included:

Beverly Griffith  
David Miller  
Michael Wells  
Cliff Blackwell  
Roger Gibson  
Tom Hoover  
Jill McAdams  
Mirenda McQuagge-Walden  
Maria Redburn  
Bill Syblon  
James Tindell

City Manager  
Deputy City Manager  
City Secretary  
Administrative Services Director  
Police Chief  
Public Works Director  
Human Resources Director  
Managing Director  
Library Director  
Economic Development Director  
Fire Chief

### **CALL TO ORDER/GENERAL COMMENTS**

Mayor Griffin called the meeting to order at 4:01 p.m.

### **WORK SESSION 4:00 p.m.**

- Council planning session to include discussion regarding the Council's visions, goals and related topics.

### **Brasher Lane**

City Manager Beverly Griffith stated that the City had previously received requests from citizens to construct Brasher Lane and Midway Court, including associated utilities and drainage, and that the City entered into a contract with Pacheco Koch. Public Works Director Tom Hoover stated that staff presented five scenarios to Council on January 24, who directed staff to look at

preliminary cost projections and designs. Chris Cha with Pacheco Koch stated the total project is 1,210 linear feet with back-to-back 31 foot curb and gutter roads, along with two six-by-four box culverts at a length of approximately 1,550 linear feet. It would also include water and sewer adjustments and the water and sewer improvements along Highway 157. In regards to the pavement, it is 1,210 linear feet, one-fourth of which is commercial and will have eight-inch pavement, and three-fourths of which is residential and will have six-inch pavement. The metal railing at the end of Aspenwood Drive and Brasher Lane will be removed. The sidewalks will be four feet and off of the back of the curb, leaving approximately two feet between the curb and the sidewalk. A TxDOT permit will be needed along Industrial Boulevard. The geotechnical investigation has been completed and it will be six inches of lime with a stabilized subgrade. In regards to drainage improvements, there are currently three 48-inch pipes going into a channel. The channel will be eliminated and paved over, and the water in the pipes would be put into two boxes. At the downstream end, they will do clean-up and grade the channel down to the headwall. In answer to questions from Council, Mr. Cha stated that the rights-of-way are already in place and there may be some drainage easements. Miscellaneous improvements include lowering an exposed sewer pipe, upsizing 200 feet of sewer lines from eight-inch to 12-inch pipe, and eliminating an exposed water pipe. The total cost is \$1.3M for Brasher Lane and Midway Court, and \$200,000 for the water and sewer improvements. In answer to questions from Council, it was stated that the project includes the approach on Renee Drive and that there was previous discussion on leaving Renee Drive alone as it is unknown how that property is going to develop. In regards to a timeline, Mr. Cha stated that 60 percent of the design should be done by the end of July, the project bid out for construction in September or October, and that it would take approximately six months for completion. In answer to questions from Council, Mr. Hoover stated that this project will provide sewer and water service from Shipley's Do-Nuts to the carwash. In regards to paying for the project, Ms. Griffith stated that the water and sewer portion could come out of the Utility Fund, the stormwater and drainage portion could come out of the Stormwater Fund, and the paving portion could come out of 4B. There would probably be a need for a short term debt issuance on the stormwater/drainage and paving portions. In regards to interest in the properties along Highway 157, Development Director Bill Syblon discussed a dialysis center north of the carwash and that fast-casual restaurants have worked on the Eules side. There was discussion on the Comprehensive Land Use Plan, the zoning of the properties, if this was the best use of \$1.5M for road improvements in the City, maximizing the value of properties, having eight-inch concrete for the commercial paving, and the 20 percent contingency. Council was of the consensus to include this project in the Capital Improvement Plan as part of the budget process.

### Public Works Projects

Mr. Hoover discussed the water distribution update and that staff is looking at improving on water quality issues in the Bedford Road and Brown Trail area. They are proposing to do a major water line project from the elevated tank to the west, which would require tearing up Bedford Road. In the 4B budget, they are proposing to replace the section of Bedford Road from Sommerset Drive to Brown Trail with concrete, along with fixing the four corners with ADA access. In answer to a question from Council, Mr. Hoover stated that concrete is easier to maintain in the long run, that asphalt is cheaper but does not last as long at 15 to 20 years as opposed to concrete at 30 to 50 years, and that generally asphalt is \$30 a yard compared to \$45 a yard for concrete. Mr. Hoover discussed mill overlays on Carolyn Drive and Schumac Drive and concrete panels on Wade Drive. He stated that the City is averaging four water main breaks a month, and that staff would like to focus on the major pipes along the perimeter of the City and then focus on mains in the subdivisions. In regards to the Northwest Pressure Plane project, they are 85 percent complete with the water mains, the pavement is in the process of

being repaired, and the pumps have been ordered and should be in by August, and that they are looking to have the system tied in together by the first part of September. In regards to funding for sidewalks, Mr. Hoover stated that sidewalks are put into three categories: A-List are pretty substantial trip hazards, B-List are not as bad but need to be looked at, and C-List is cracked and would become A or B List as the trees continue to grow. All three categories add up to 28,000 square feet of sidewalk at a cost of \$170,000, and staff has been budgeting approximately \$25,000 to \$30,000 a year. For a street to be eligible for CDBG money, both sides of the street need to fall within the CBDG area. In regards to a sidewalk on Pipeline Road, it was stated that the property falls within the City of Euless. There was discussion on a sidewalk on Bedford Road, which had been designed but that Council decided to move forward on the sidewalk on Schumac Lane instead. There was discussion on the property at Laurel Lane and Cheek Sparger Road being in the 4B budget.

### Budget

City Manager Beverly Griffith presented information on budget items and asked for Council feedback. She stated that risks the City must address include the following: confusing strategic planning with strategic visioning; inadequate fiscal planning; failure to invest in the future; and the loss of human capital. In regards to taxable values, she stated that the preliminary report received in April shows the values to be up by 3.28 percent. The June numbers are typically low because properties that are under protest are not included. Sales tax collections are above budget but there are multiple incentive agreements that have sales tax rebates.

In regards to employee benefits, Ms. Griffith stated that the contract for health insurance has been awarded and that increases were passed on to employees for dependent coverage. In regards to TMRS, employees currently contribute five percent with the City doing a two-to-one match. When TMRS was first implemented, the City was unable to discontinue with ICMA as several employees had borrowed against their accounts; however, a sunset date to pay off those loans was set for October 1, 2014. This would be the first opportunity to transition employees fully into TMRS or to a higher contribution rate to TMRS. There was discussion on completely terming ICMA including that it would have a net zero effect. In regards to compensation, she asked if Council wanted to consider cost-of-living adjustment (COLA) or a merit increase, or a combination of both, since there has been an increase to employee deductions. There was discussion on the numbers for a COLA including that it would depend on when it is done; that the impact of a change to TMRS would not be until January; and that the average COLA based on a recent survey is approximately 2.5 percent. She stated her recommendation was a COLA up to the amount of what is deducted from TMRS. There was discussion on doing a one-time payment, the impact of technology and most City services still being a human process; and sustainability being a high priority.

In regards to new initiatives, Ms. Griffith discussed adding a dedicated multi-family inspector and adjusting the fees paid by apartments on a monthly basis to fund the inspection program. The current fee is \$0.75 per unit per month and has not been changed since the late 1990s. There was discussion on the multi-family inspections being brought in-house and raising the fee by \$0.50. In answer to questions from Council, Fire Chief James Tindell stated that multi-family inspections are being split between two building inspectors; that the City of Hurst has three inspectors dedicated to multi-family inspections; that the other two inspectors would still assist the multi-family inspector; and that 50 percent of the complexes have been inspected in the first six months of the year. Regarding a crime free multi-family officer, Police Chief Roger Gibson stated that it would be a civilian position that would serve as a liaison between the Police Department and the apartment managers, and that the program would be voluntary. A database

of participating complexes would be maintained by the Bedford Apartment Managers Association. There was discussion on apartments contributing money to the program; that there are 38 complexes in the City; and that there is a large turnover in apartment managers. Ms. Griffith discussed performing a business process analysis for Code Compliance and Building Inspections. She stated that there are best practices out in the community and the idea is to, either in-house or using a consultant, identify what those best practices are. In answer to questions from Council, Ms. Griffith stated the cost for such an analysis is between \$32,000 and \$35,000, and that the analysis would have to be kept up-to-date based on changing laws and demographics. There was discussion on being proactive when it comes to Code Compliance; avoiding debating code issues in open meetings; establishing a baseline; and code enforcement being fluid. Chief Gibson stated that Code is on an old software system, which causes difficulty in extrapolating data; that the secretary for Code has developed a secondary database; and that the new computer module would allow the history of a location to be seen at a glance.

In regards to Public Works, Ms. Griffith stated that there is a need to replace some large equipment including a backhoe and a sewer camera van that is currently 16 years old. Mr. Hoover stated that in regards to building security improvements, there are no cameras to protect the equipment and that they want to change the front entry gate from a keypad to electronic. There was discussion on whether other security improvements would make more sense including a new fence; that some equipment is equipped with GPS; and cameras serving as a deterrent. In regards to street lights, Mr. Hoover stated that 70 residents have asked for street lights; that the average cost of each light is \$4,000 depending on electrical needs; and that this is an item that is not currently being funded. There was discussion on lighting standards; prioritizing the list of street light requests; that all requests are residential; the Library entrance on Bedford Road; that the City used to budget \$10,000 to \$12,000 a year, but that it was cut in the early 2000s and not funded since; that staff receives five to six requests a year; maintaining the lights that are already in place; and that the lights are maintained by Oncor.

Ms. Griffith discussed the Tourism Fund, including that hotel/motel occupancy taxes are below projections by ten percent or \$75,000 due to the highway construction and contracting; and the relationship between those collections and the increased requests for initiatives and programs. She discussed setting aside funds on a reoccurring basis for a technology fund and maintenance needs for the Library. In regards to initiatives from the Citizen Survey, she stated that staff will bring to Council plans, including proposals for funding, to address certain issues including junk vehicles. She discussed the expiration of the contract with the City of Colleyville for Fire Station 2 at the end of Fiscal Year 2014-2015; and that staff needs input on how Council wants to proceed including absorbing the cost through the tax rate or some other way to make up the deficit by October 2015. There was discussion on the positive impact Station 2 has on the City's insurance rate; that other cities are not interested in joint ventures anymore; that if the City would be re-rated without Station 2 that it would be lucky to get a rating of 4 or 5; that the staffing for Station 2 is where it needs to be; and that 99 percent of its fire protection has been for Bedford.

### Code Compliance

Mayor Griffin stated that he wanted to send a clear message to Code Compliance that Council is behind them and that they support what they are doing. He stated that discussion tonight is to set priorities of what Code needs to focus on, including the survey results regarding junk vehicles and trash in yards. Chief Gibson stated that Code has processed 6,403 violations since the Police Department took over the division, which is a significant improvement. He discussed how sign violations were previously inputted per sign and now multiple signs at one location are

being treated as one call. Of those total violations, 231 violations remain open. There were 809 violations for garbage being put out too early the previous 12 months through a combination of complaints and staff observations. He stated they are creating a form for tree violations with a disclaimer regarding tree services that follow Code officers. There was discussion on putting this information on the website and social media. Chief Gibson further discussed ordinance revisions, district realignments, the Neighborhood Revitalization Program, procedures for repeat violators, staff being on the same page on what is going to be done when there is a violation, and putting the procedures in place that after the first extension, or one beyond 14 days, would need supervisor approval.

In answer to questions from Council, Chief Gibson stated that violations for trash being out too early includes recycle bins; that with the addition of resources including extra personnel and field tablets, Code's numbers will continue to improve; and that they have not received a lot of requests from the public on trash being out too early and that it mostly came from Council. There was discussion on changing the ordinance regarding trash being out too early including for when it is darker during winter hours; a pilot program for the use of recycle carts; prioritizing Code issues from a health and safety standpoint; other crimes being discovered at code violators' properties; educating the public including that a list of top ten code violations was included in the last Bedford Connection and is included in all new resident packets, as well as code tips being on the back of water bills; and the outdated software being a big obstacle.

### Smoking Ordinance

Deputy City Manager David Miller discussed prohibiting smoking in restaurants. This had been discussed over the years but was set aside during the highway expansion due to its effect on the negotiations the City had with the restaurants. He asked to get direction on what Council would like to do and stated that if they do something, it would need to include electronic cigarettes. In answer to a question from Council, Mr. Syblon stated that in speaking with new restaurants, the smoking ordinance has not come up. Mr. Miller discussed excluding certain establishments based on their alcohol sale ratios and creating a definition of bar/tavern. He discussed allowing smoking on patios and stated that several cities have provisions that allow smoking on patios adjacent to the restaurant, and some have distance requirements for how close the patio is to the main entrance. There was discussion on grandfathering current establishments, establishing compliance dates, and being unilateral; visiting local restaurants regarding the distance from their patios to the front entrance; the City being business friendly; that certain businesses are waiting on the City to put smoking regulations in place; the definition of a sports bar; having restaurants apply for an exception; and establishing a timeframe. Council was of the consensus to prohibit smoking in restaurants in all hours of operations; to address existing establishments that are pushing the higher percentage of alcohol sales; and to allow smoking on patio areas. Council was of the consensus to prohibit smoking in parks, including parking lots, with a temporary exception for City special events. In regards to distance requirements from front entrances, the current City regulation is 25 feet from a City building, with the exception of the Library, which is 100 feet, and there was discussion on making a special exemption for the Senior Center. Mr. Miller discussed how well received the roll-out of the City of Weatherford's ordinance was. He stated that staff will bring back an ordinance to the Council.

### Boards and Commissions

Mayor Griffin stated the goal of this discussion was to work through each Board and Commission with the objective of producing a document that includes their mission statement and functions for each member to sign. In regards to the Building and Standards Commission and the Zoning Board of Adjustment, there have been issues getting people to participate on those boards and after extensive discussion and research, it was determined that it was in the best interest to combine them. There was discussion on having all current board and commission members reapply; clarifying the role of the Council liaison; notifying the members of the boards and commissions about this process; the Mayor meeting with the chairpersons of all of the boards and commissions; leaving off the Teen Court Advisory Board from the discussion as it is done in conjunction with two other cities; moving interviews and appointments to September to align with the City's fiscal year; and the inconsistency on how meetings are run.

In regards to the Animal Shelter Advisory Board, Council was of the consensus for their purpose and function to be from the State definition and for them to meet three times a year instead of six. There was discussion on Board members adding to staff's workload and the potential effect on volunteerism. There was further discussion on the Board not having a secretary and Council was of the consensus to add the position of a secretary as part of their function.

Council was of the consensus that for all Boards and Commissions, the agenda is the responsibility of the staff and council liaisons with input from the chairperson; that all subcommittee meetings have to be held in accordance with the Open Meetings Act including posting agendas; and that the Council would appoint all chairpersons.

In regards to the Beautification Commission, the Council was of the consensus to leave the purpose alone and to formally establish their Adopt-A-Street, Clean Up Bedford, and Chunk Your Junk subcommittees. Council was further of the consensus that subcommittees for every Board and Commission have to be approved by the Council.

In regards to the Community Affairs Commission, the Council was of the consensus to remove the second section of their official purpose that speaks to providing specific input on items that make doing business in the City difficult and point out areas of concerns. Council was also of the consensus to formally approve their Business Outreach, Residential Outreach, Faith Based Outreach, and City Expo subcommittees. Further, Council was of the consensus that any requests for funding and/or City staff time by any Board or Commission be made through the staff liaison.

In regards to the Cultural Commission, there was discussion on revising the official purpose. Council was of the consensus to formally approve their Arts Incubator, 501(c)(3), and Storefront Gallery subcommittees. Council was also of the consensus to add a sentence to the purpose of each Board and Commission regarding making a yearly report to Council.

Council generally discussed the Library Advisory Board and the Parks and Recreation Board. In regards to the Senior Citizen Board, there was discussion on the usefulness of the Board since the Senior Center is no longer shared with the City of Hurst. Staff will inquire with the Senior Center Manager to discuss whether the Board needs to be disbanded.

There was discussion on doing a S.W.O.T analysis of the Bedford Commons, looking for an investment group and establishing criteria from investors, and creating a presentable plan. There was discussion on setting the public meetings on the Bedford Commons and it was decided, depending on the schedule of the consultant, to hold it on October 14.

**ADJOURNMENT**

Mayor Griffin adjourned the meeting at 9:30 p.m.

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Jim Griffin, Mayor

ATTEST:

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Michael Wells, City Secretary



# Council Agenda Background

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**PRESENTER:** See below

**DATE:** 07/22/14

**Persons to be Heard**

**ITEM:**

- a) Roger Gallenstein, 4013 Fairmont Court, Bedford, Texas 76021 – Requested to speak to the Council regarding the importance of a “Destination” for the City that will enhance its visibility in the Metroplex.

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

N/A

**ATTACHMENTS:**

Letter of Request

**From:** Roger Gallenstein [REDACTED]  
**Sent:** Tuesday, July 15, 2014 2:54 PM  
**To:** Jacobs, Amanda  
**Subject:** Person to Be Heard

Amanda,

As a follow up to your email and our conversation this afternoon I am requesting to speak as "Persons to Be Heard" at the Bedford City Council meeting on Tues. July 22nd.

My topic and title of my talk will be "Bedford Needs a Destination." I will be trying to convey to the Council the importance of a "Destination" for the city that will enhance it's visibility in the Metroplex, bring revenue to the city and add to the overall quality of life for the citizens of Bedford. As we discussed I'll stop by your office this Friday morning to review the logistics of showing the youtube video that is referenced in my email to Michael Wells. Thanks in advance for your help.

Roger Gallenstein



# Council Agenda Background

**PRESENTER:** Jacquelyn Reyff, Planning Manager

**DATE:** 07/22/14

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

**ITEM:**

Public hearing and consider an ordinance to rezone the property known as Lot 4R, Block 4, Airport Freeway Center Addition, located at 1320 Tennis Drive, Bedford, Texas from Heavy Commercial District (H), Section 4.13 of the City of Bedford Zoning Ordinance to Planned Unit Development District (PUD), Section 4.15 of the City of Bedford Zoning Ordinance, for Novak Motors; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located south of State Highway 183 and west of Brown Trail. (Z-248)

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The property located at 1320 Tennis Drive has an existing former health club and open space. The applicant, Jim Calvert of Novak Motors, would like to utilize this property as a corporate headquarters and vehicle lot for a division of his company. They expect approximately 30 employees. Earlier in 2014, the open space property to the south was replatted and combined with the parcel at 1320 Tennis Drive.

The existing building will be repurposed for the corporate headquarters and the parcel to the south will be fenced in with wrought iron fencing and used as a parking lot to hold automobiles. There will be no changes to the footprint of the existing building to expand it and this property is not located in the Master Highway Corridor Overlay District (MHC); therefore, no additional design standards beyond what is allowed in the Planned Unit Development District are required.

**Zoning and Site Conditions:**

The property is zoned H, Heavy Commercial District. This Zoning District is established to provide for development of retail and commercial uses, including higher intensity commercial uses. The requested rezoning is H to PUD. An office and parking lot are permitted uses within the PUD Zoning District when it has been rezoned. The surrounding land uses adjacent to the property are as follows:

	North	South	East	West
Zoning of Adjacent Property	H	H	H	None
Land use	Commercial	Commercial	Commercial	Tennis Drive

**Height and Area Regulations:**

All setbacks including front yard, side yard, rear yard, and height meet the Zoning Ordinance. These are indicated in the following table:

	Front	Side	Rear	Height
Required	20 feet	10 feet when next to Side Street	No Minimum	Maximum 35 feet
Existing	20 feet	10 feet when next to Side Street	15 feet	25 feet

**Parking Regulations and Traffic Circulation:**

Ingress and egress is accomplished through two existing curb cuts along Tennis Drive with one to the south of the property, and one to the north of the property. The office building has approximately 90 parking spaces. The total number of required parking spaces for the entire property is 175, and the proposed number of parking spaces is 196, which includes 6 handicap parking spaces.

**Landscaping and Screening Regulations:**

The site is 3.258 acres or 141,138 SF in size, and of that 20% is required to be landscaped, or 28,228 SF. The landscaping plan indicates 28,693 SF or 21% of landscaping will be provided, which is in excess of the 20% required. The parking lot is 95,784 SF and proposed parking lot landscaping will be 10,730 SF in excess of 10% to over 11%. There are numerous existing trees on the property, which account for credits in consideration of the required landscaping.

**Requested Variance allowed under the PUD:**

1. A wrought iron fence to be 6 FT in height and located in the front yard along Tennis Drive.  
\*Fences in front yards are allowed per Section 5.5 Screening Requirements, to be no taller than 2.5 FT.

**Comprehensive Plan:**

The Comprehensive Plan indicates the location of 1320 Tennis Drive to be commercial. Therefore, the proposed use of an office and parking lot at this location would not conflict with the Comprehensive Plan.

On June 26, 2014, the Planning and Zoning Commission voted to approve the rezoning request 7-0-0.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of an ordinance to rezone the property known as Lot 4R, Block 4, Airport Freeway Center Addition, located at 1320 Tennis Drive, Bedford, Texas from Heavy Commercial District (H), Section 4.13 of the City of Bedford Zoning Ordinance to Planned Unit Development District (PUD), Section 4.15 of the City of Bedford Zoning Ordinance, for Novak Motors; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located south of State Highway 183 and west of Brown Trail. (Z-248)

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

- Ordinance
- Site Plan
- Topographic Survey
- Landscape Plan
- Planting Details
- Photo of site
- Application
- Property Owner Notification Map
- Minutes
- Star Telegram Publication

**ORDINANCE NO. 14-**

**AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS LOT 4R, BLOCK 4, AIRPORT FREEWAY CENTER ADDITION, LOCATED AT 1320 TENNIS DRIVE, BEDFORD, TEXAS FROM HEAVY COMMERCIAL DISTRICT (H), SECTION 4.13 OF THE CITY OF BEDFORD ZONING ORDINANCE TO PLANNED UNIT DEVELOPMENT DISTRICT (PUD), SECTION 4.15 OF THE CITY OF BEDFORD ZONING ORDINANCE, FOR NOVAK MOTORS; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY CLAUSE; AND DECLARING AN EFFECTIVE DATE. THE PROPERTY IS GENERALLY LOCATED SOUTH OF STATE HIGHWAY 183 AND WEST OF BROWN TRAIL. (Z-248)**

**WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Bedford Comprehensive Zoning Ordinance be amended for the property known as Lot 4R, Block 4, Airport Freeway Addition, Bedford, Texas, from Heavy Commercial District (H), Section 4.13 of the City of Bedford Zoning Ordinance to Planned Unit Development District (PUD), Section 4.15 of the City of Bedford Zoning Ordinance. The property is generally located south of State Highway 183 and west of Brown Trail. (Z-248)**

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

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

**SECTION 2. That the Zoning Ordinance be amended and the map designated "OFFICIAL ZONING ORDINANCE MAP OF BEDFORD, TEXAS" be revised and amended so that the land described as:**

**The property known as Lot 4R, Block 4, Airport Freeway Addition located at 1320 Tennis Drive, Bedford, Texas shall be shown as approved by this ordinance.**

**SECTION 3. That the Site Plan and Landscaping Plan attached hereto are approved as a component of this ordinance approval. Any revisions to the property that deviate from the attached hereto shall require an amendment to this ordinance.**

**SECTION 4. That approval of amending the Zoning Ordinance is subject to no stipulations.**

**SECTION 5. That from and after the final passage of this ordinance, the land described herein shall be subject to the Amended Ordinance and uses of an Amended Zoning Ordinance.**

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

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

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

**ORDINANCE NO. 14-**

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

**PRESENTED AND PASSED** this 22nd day of July, 2014 by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

\_\_\_\_\_  
**Jim Griffin, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Stan Lowry, City Attorney**





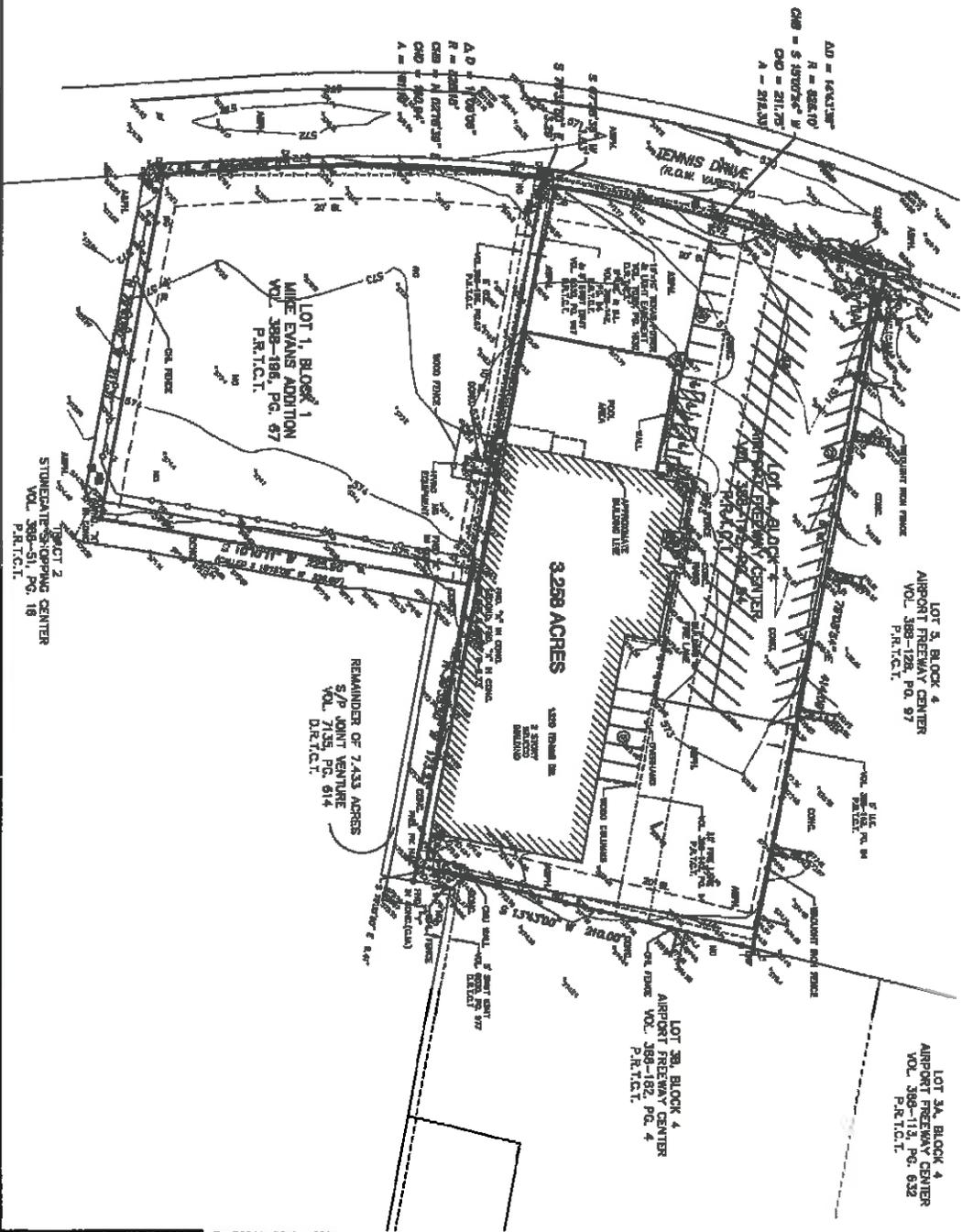
City of Bedford Texas  
 Development Department  
 Planning and Zoning

06-02-4PO:4 RCVD

Z-248

- ABSTRACTS**
- 1. The City of Bedford, Texas, is hereby certifying that the following is a true and correct copy of the original as recorded in the Public Records Office of Tarrant County, Texas, on the date indicated.
  - 2. The City of Bedford, Texas, is hereby certifying that the following is a true and correct copy of the original as recorded in the Public Records Office of Tarrant County, Texas, on the date indicated.
  - 3. The City of Bedford, Texas, is hereby certifying that the following is a true and correct copy of the original as recorded in the Public Records Office of Tarrant County, Texas, on the date indicated.
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  - 9. The City of Bedford, Texas, is hereby certifying that the following is a true and correct copy of the original as recorded in the Public Records Office of Tarrant County, Texas, on the date indicated.
  - 10. The City of Bedford, Texas, is hereby certifying that the following is a true and correct copy of the original as recorded in the Public Records Office of Tarrant County, Texas, on the date indicated.

- LEGEND**
- 1. Survey Boundary
  - 2. Easement
  - 3. Right-of-Way
  - 4. Utility
  - 5. Other



**SPRY SURVEYORS**  
 3.258 ACRES  
 TOPOGRAPHIC SURVEY

LOT 1, BLOCK 1, MIKE EVANS ADDITION  
 VOL. 388-186, PG. 57  
 P.A.T.C.T.

LOT 2, BLOCK 4, AIRPORT FREEWAY CENTER  
 VOL. 388-51, PG. 18  
 P.A.T.C.T.

LOT 3, BLOCK 4, AIRPORT FREEWAY CENTER  
 VOL. 388-124, PG. 97  
 P.A.T.C.T.

LOT 4, BLOCK 4, AIRPORT FREEWAY CENTER  
 VOL. 388-124, PG. 97  
 P.A.T.C.T.

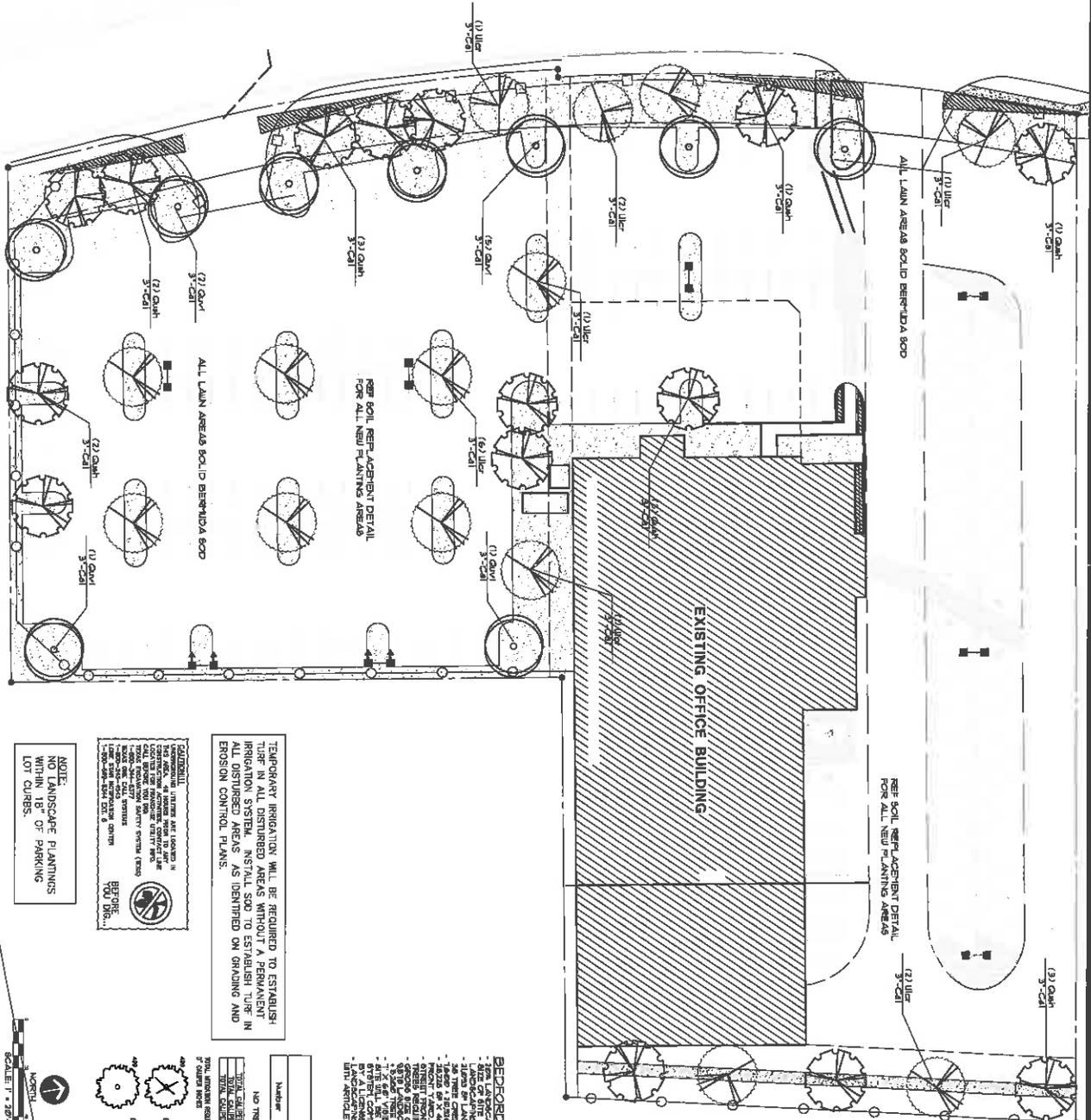
REMAINDER OF 7.433 ACRES  
 S/P JOINT VENTURE  
 VOL. 388-51, PG. 18  
 P.A.T.C.T.

TO ALL WHOM THESE PRESENTS SHALL COME, I, the undersigned, Surveyor, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the Public Records Office of Tarrant County, Texas, on the date indicated.

RECORDED  
 TARRANT COUNTY, TEXAS  
 PUBLIC RECORDS OFFICE



© BY: W&P U.S. INC. ALL RIGHTS RESERVED. THE LANDSCAPE ARCHITECTURE FIRM, DESIGN AND PREPARATION DRAWINGS FOR THIS PROJECT ARE THE LEGAL AND ORIGINAL WORK OF THE ARCHITECT.



**NOTE:**  
NO LANDSCAPE PLANTINGS WITHIN 18" OF PARKING LOT CURBS.

**BEFORE**

CONSTRUCTION

LANDSCAPE PLAN

TEMPORARY IRRIGATION WILL BE REQUIRED TO ESTABLISH TURF IN ALL DISTURBED AREAS WITHOUT A PERMANENT IRRIGATION SYSTEM. INSTALL SOG TO ESTABLISH TURF IN ALL DISTURBED AREAS AS IDENTIFIED ON GRADING AND EROSION CONTROL PLANS.

**BEDFORD LANDSCAPE ORDINANCE**

- SIZE OF TREE - MEAS AT 1.37M OR 4.50M + 2.25M OR TOTAL
- LANDSCAPING REQUIRED
- 30% TREE CANOPY TO BE MAINTAINED
- 1.37M OR 4.50M TREE CANOPY TO BE MAINTAINED
- 2.25M OR 7.50M TREE CANOPY TO BE MAINTAINED
- 4.50M OR 15.00M TREE CANOPY TO BE MAINTAINED
- 7.50M OR 22.50M TREE CANOPY TO BE MAINTAINED
- 15.00M OR 45.00M TREE CANOPY TO BE MAINTAINED
- 22.50M OR 67.50M TREE CANOPY TO BE MAINTAINED
- 45.00M OR 135.00M TREE CANOPY TO BE MAINTAINED
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- 76291875464824406784294694525297786880.00M OR 30516750185929762713717877810119147520.00M TREE CANOPY TO BE MAINTAINED
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- 24413400148743810170975022248095180160.00M OR 97653600594975240683900088992380720640.00M TREE CANOPY TO BE MAINTAINED
- 48826800297487620341950044496190360320.00M OR 195307201189950481367800177984761441280.00M TREE CANOPY TO BE MAINTAINED
- 97653600594975240683900088992380720640.00M OR 390614402379900962735600355969522882560.00M TREE CANOPY TO BE MAINTAINED
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- 781228804759801925471200711939045765120.00M OR 3124915219039207701884802847756183060480.00M TREE CANOPY TO BE MAINTAINED
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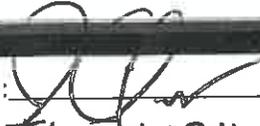




**Z-248**

**City of Bedford  
Change of Zoning Application**

Date 5 Feb 2014

Applicant Name (Print): JIM CALVERT (\*Signature): 

Address: 1704 DAK KNOLL DR. COLLEYVILLE, TX 76034

Telephone number: 817-937-7264 Fax number: 817-590-8866

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 To: PUD

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 4R Block 4 Addition AIRPORT FREEWAY CENTER  
 Tract \_\_\_\_\_ Abstract \_\_\_\_\_ Survey \_\_\_\_\_ to the City of Bedford, Texas.  
 Street Address 1326 TENNIS DR. BEDFORD, TX 76022

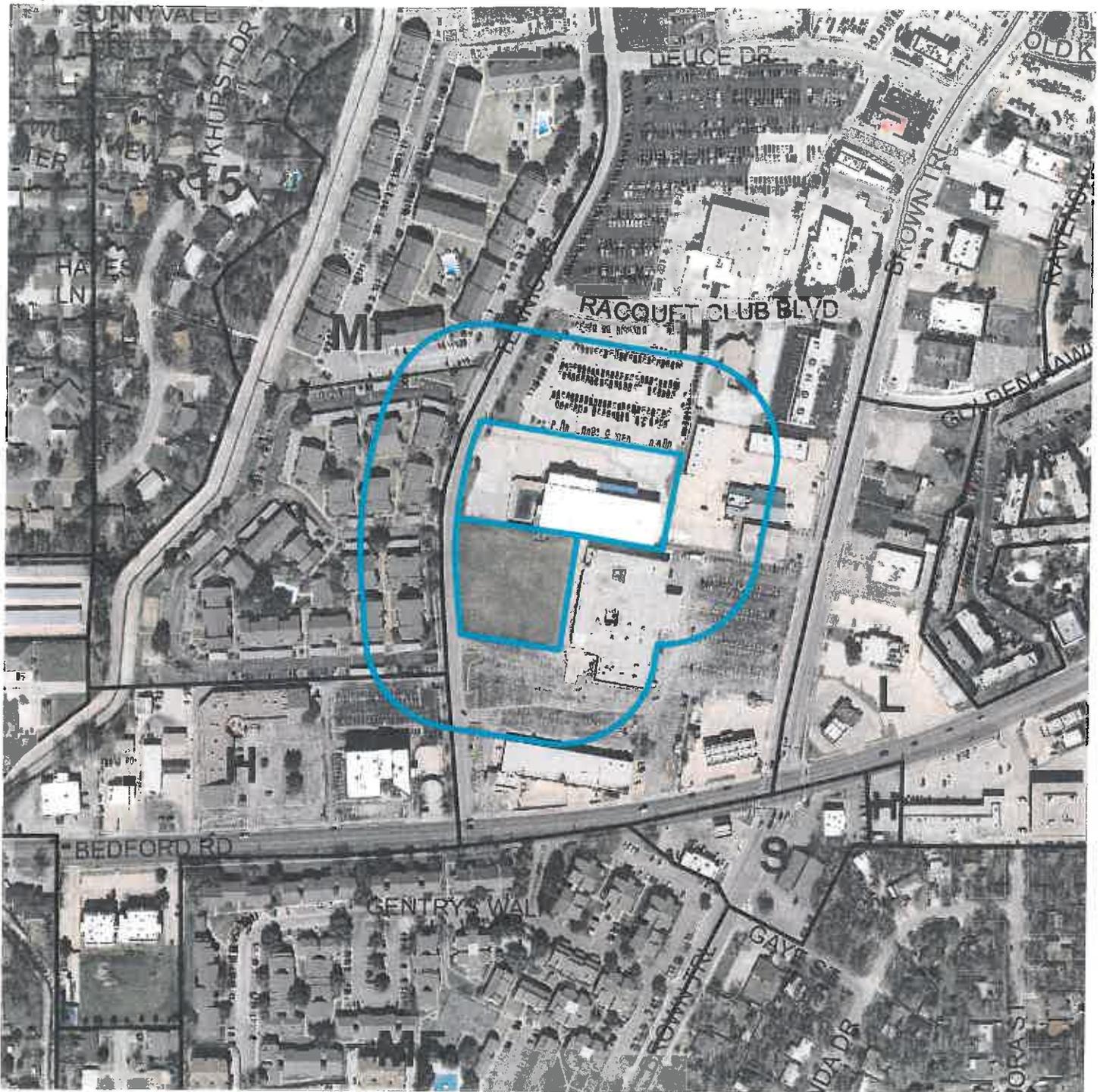
Fee: (\$205.00 plus \$205.00 per acre over one.) \$205.00 + \$205.00 x 3 = 820.00  
 Payable by cash, Visa, MasterCard, or check made out to the City of Bedford. (# of acres) (total fee)

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

(Print name)  
 (Company name)  
 (Street Address, City, State & Zip Code)  
 (Telephone number) (FAX number)

**Land Planner/Engineer/Surveyor: (\*Signature)**

DAVID W. MYERS  
 (Print Name)  
MOAK SURVEYORS  
 (Company Name)  
1105 CHEEK SPARGER RD. COLLEYVILLE, TX 76034  
 (Street Address, City, State & Zip Code)  
817-260-2211 817-282-0401  
 (Telephone number) (FAX number)



## City of Bedford, Texas

**Hearing Date: 06-26-14      Z-248**

**Address: 1320 TENNIS DR  
 Addition: AIRPORT FREEWAY CENTER ADDITION  
 Bedford, TX 76022**

**SUBNUM:    BLOCK: 4    LOT: 4R**



-  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.

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF JUNE 26, 2014**

**DRAFT**

**INVOCATION**

Commissioner Stroope gave the invocation.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was given.

**APPROVAL OF MINUTES**

- 1. Consider approval of the following Planning and Zoning Commission meeting minutes:  
a) June 12, 2014**

Motion: Commissioner Hall made a motion to approve the meeting minutes of June 12, 2014, correct as written.

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

Ayes: Commissioners Sinisi, Stroope, Hall, Austin, Pierson, and Chairman Reese

Nays: None

Abstention: Vice Chairman Carlson

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

**PUBLIC HEARING**

- 2. Zoning Case Z-248, public hearing and consideration of a request to rezone the property known as Lot 4R, Block 4, Airport Freeway Center Addition, located at 1320 Tennis Drive, Bedford, Texas, from Heavy Commercial District (H), Section 4.13 of the City of Bedford Zoning Ordinance to Planned Unit Development District (PUD), Section 4.15 of the City of Bedford Zoning Ordinance, for Novak Motors. The property is generally located south of State Highway 183 and west of Brown Trail.**

Chairman Reese recognized Jacquelyn Reyff, AICP, Planning Manager, who reviewed Zoning Case Z-248.

Chairman Reese recognized Jim Calvert, 1704 Oak Knoll Drive, Colleyville, Texas, who was there to present this application.

Chairman Reese opened the public hearing at 7:16 PM and there being no one to speak, closed the public hearing at 7:17 PM.

The Commission discussed the application.

Motion: Commissioner Hall made a motion to approve Zoning Case Z-248.

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

Motion approved 7-0-0. Chairman Reese declared Zoning Case Z-248 approved.



CITY OF  
**BEDFORD**

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

June 30, 2014

**PLEASE DELIVER TO:**

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

SENT VIA E-MAIL: [clopez@star-telegram.com](mailto:clopez@star-telegram.com) on Monday, June 30, 2014.

**FROM:**

City of Bedford  
Yolanda Cramer, Planning and Zoning Coordinator

Dear Christine,

Please publish the following in "Legal Notices" on Wednesday, July 2, 2014.

**MESSAGE:**

**CITY OF BEDFORD  
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on July 22, 2014, at 6:30 PM, at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider an ordinance to rezone a portion of the property known as Lot 4A, Block 7, Bellvue Addition #3, located at 800 Brown Trail, Suite C, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Churches, Temples & Synagogues for Emmanuel Encountering International. The property is generally located north of Pipeline Road and east of Brown Trail. (Z-252)

Public hearing and consider an ordinance to amend Ordinance 13-5056, specific to the City of Bedford (Master Highway Corridor Overlay District, "MHC") to change the MHC Map specifically to bring the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, 3351 Harwood Road, Bedford, Texas, into the MHC. The property is generally located north of Harwood Road and west of State Highway 121. (A-032.1)

Public hearing and consider an ordinance to rezone the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, located at 3351 Harwood Road, Bedford, Texas, from "R-15,000" Single-Family Residential Detached District (R-15,000), Section 4.1 of the City of Bedford Zoning Ordinance to Planned Unit Development District (PUD), Section 4.15 of the City of Bedford Zoning Ordinance for a Taco Bell Restaurant. The property is generally located north of Harwood Road and west of State Highway 121. (Z-253)



# Council Agenda Background

**PRESENTER:** Jacquelyn Reyff, Planning Manager

**DATE:** 07/22/14

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

**ITEM:**

Public hearing and consider an ordinance to rezone a portion of the property known as Lot 4A, Block 7, Bellvue Addition #3, located at 800 Brown Trail, Suite C, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Churches, Temples & Synagogues, for Emmanuel Encountering International; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of Pipeline Road and east of Brown Trail. (Z-252)

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The property located at 800 Brown Trail, Suite C would be utilized as a church. The lease space is in an existing multi-use inline tenant building.

The property is zoned H, Heavy Commercial. The Heavy Commercial Zoning District is established to provide for development of retail and commercial uses, including higher intensity commercial uses. A church is a permitted use within the H Zoning District when it has completed the Specific Use process. The surrounding land uses adjacent to the property are as follows:

	North	South	East	West
Zoning of Adjacent Property	R-7,500	H	H	None
Land Use	Single Family Residential	Commercial	Commercial	Brown Trail

The existing landscaping is from a previous development and does not have to be brought into compliance with the Zoning Ordinance if it were shown to be deficient per Section 5.6.J. Therefore, the site is sufficiently landscaped for the proposed use.

The name of the church is Emmanuel Encountering International. The expected occupancy is up to 30 people, based on the number of seats the applicant provided for on the proposed floor plan. Per this occupancy level, the number of parking spaces required is 10 (1 parking space per 3 seats). Parking remains from the previous multi-use inline tenant building development of the whole complex, which has approximately 23 parking spaces and therefore, the parking as it exists is in compliance for the proposed use per Section 5.2.A.(3) of the Zoning Ordinance.

Meetings would be held during non-business hours for the office building on Wednesdays at 7:00 p.m., Fridays at 7:00 p.m., and Sundays at 9:00 a.m.

During the public hearing, the neighboring property owner to the south for the Discount Mart store was concerned a church being located next to his property would prevent him from being able to keep his current license with TABC. Research was conducted with the City Secretary’s Office after the meeting and it has been found that if this property is approved for a Specific Use Permit, there will be no impact to the neighboring property with regard to TABC licensing because it is a pre-

existing business.

On June 12, 2014, the Planning and Zoning Commission voted to approve the Specific Use Permit request 4-0-0.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of an ordinance to rezone a portion of the property known as Lot 4A, Block 7, Bellvue Addition #3, located at 800 Brown Trail, Suite C, Bedford, Texas from Heavy Commercial to Heavy Commercial/Specific Use Permit/Churches, Temples & Synagogues, for Emmanuel Encountering International; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of Pipeline Road and east of Brown Trail. (Z-252)

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

- Ordinance
- Site Plan
- Floor Plan
- Application
- Applicant's Narrative
- Property Owner Notification Map
- Minutes
- Star Telegram Publication

**ORDINANCE NO. 14-**

**AN ORDINANCE TO REZONE A PORTION OF THE PROPERTY KNOWN AS LOT 4A, BLOCK 7, BELLVUE ADDITION #3, LOCATED AT 800 BROWN TRAIL, SUITE C, BEDFORD, TEXAS, FROM HEAVY COMMERCIAL TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT/CHURCHES, TEMPLES & SYNAGOGUES, FOR EMMANUEL ENCOUNTERING INTERNATIONAL; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. THE PROPERTY IS GENERALLY LOCATED NORTH OF PIPELINE ROAD AND EAST OF BROWN TRAIL.  
(Z-252)**

**WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance be rezoned for a portion of the property known as Lot 4A, Block 7, Bellvue Addition #3, located at 800 Brown Trail, Suite C, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Church, Temples & Synagogues, specifically to allow for Emmanuel Encountering International. The property is generally located south of Pipeline Road and east of Brown Trail. (Z-252)**

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

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

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

**A portion of the property known as Lot 4A, Block 7, Bellvue #3 Addition and located at 800 Brown Trail, Suite C, Bedford, Texas, shall be shown as approved by this ordinance.**

**SECTION 3. That any revisions to the property that deviate from the Site Plan attached hereto shall require an amendment to this ordinance.**

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

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

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

**SECTION 7. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars**

**(\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.**

**PRESENTED AND PASSED this 22nd day of July 2014, 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**

04-08-14P02:25 RCVD

Z-252



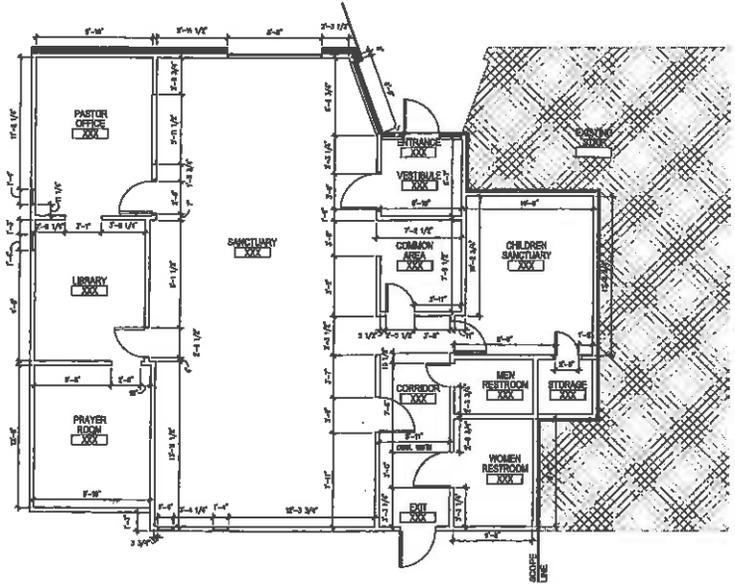
Emmanuel Encountering International  
800 Braun Trail, Bedford, *TX*  
TX 76022

Z-252

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

GENERAL NOTES:  
1. ASSUME ALL INTERIOR PARTITIONS AT 4-1/2" UNLESS NOTED OTHERWISE.

PLAN LEGEND:  
[Hatched Box] DELINEATES MASONRY  
[Cross-hatched Box] NOT IN SCOPE  
[Solid Line] SCOPE LINE



A OVERALL FLOOR PLAN  
01 SCALE: 1/4" = 1'-0"

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

<b>[HS]DESIGNS</b> ARCHITECTURE INTERIORS PLANNING 8888 VILLAGE GREEN DR APT 418 DALLAS, TX 75240	EMMANUEL ENCOUNTERING INTERNATIONAL 900 BROWN TRAIL SUITE C BEAUFORT, TX 75840	<b>OVERALL FLOOR PLAN</b>				A1
		DATE: 04.26.2013 DRAWN BY:	PROJECT NO: N/A REVISION DATE: N/A	PROJECT:	CLIENT: MR. DEO MIWEYOLA DRAWN BY:	

**City of Bedford  
Specific Use Permit Application**

04-08-14P02:24 RCVD

**Z-252**

Applicant Name (Print): DEO MWEYOLA (\*Signature): [Signature]

Address: 800 BROWN TRAIL SUITE C BEDFORD, TX 76022

Telephone number: 817-494-6026 Fax number: \_\_\_\_\_

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

From: H

To: H/SUP/ CHURCHES, TEMPLES & SYNAGOGUES

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 A4 Block 7 Addition Bellve Addition #3  
Tract \_\_\_\_\_ Abstract \_\_\_\_\_ Survey \_\_\_\_\_ to the City of Bedford, Texas.

Street Address 800 Brown trail, Bedford, TX STE, C

\*\*Indicate by checking the appropriate box if this application is for a Community Home  or Group Home  \*\*

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) [Signature]

Ki Yi  
(Print name)

KS PLAZA II Inc  
(Company name)

2131 N. Collins St. #43343, Arlington, TX 76011  
(Street Address, City, State & Zip Code)

817-845-7417 \_\_\_\_\_  
(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) [Signature]



05-05-14P02:09 RCVD

Z-252

**EMMANUEL ENCOUNTERING INTERNATIONAL PARISH**

3535 Garrett Rd  
Fort Worth, TX 76040

Phone: 817-494-6026  
Fax: 405-301-8072  
E-mail: [pastei.veyol@aig.com](mailto:pastei.veyol@aig.com)

03/18/2014

To: City of Bedford Planning and Zoning Commission

RE: Specific Use Permit Application for Emmanuel Encountering International at  
800 Brown Trail Suite C Bedford, TX 76022.

Dear Sir/Madam,

We are writing to inform you our intention to use the above mentioned building to hold our church meetings at the following hours:

On Wednesdays at 7:00 PM, Fridays at 7:00 PM and on Sundays at 9:00 AM.

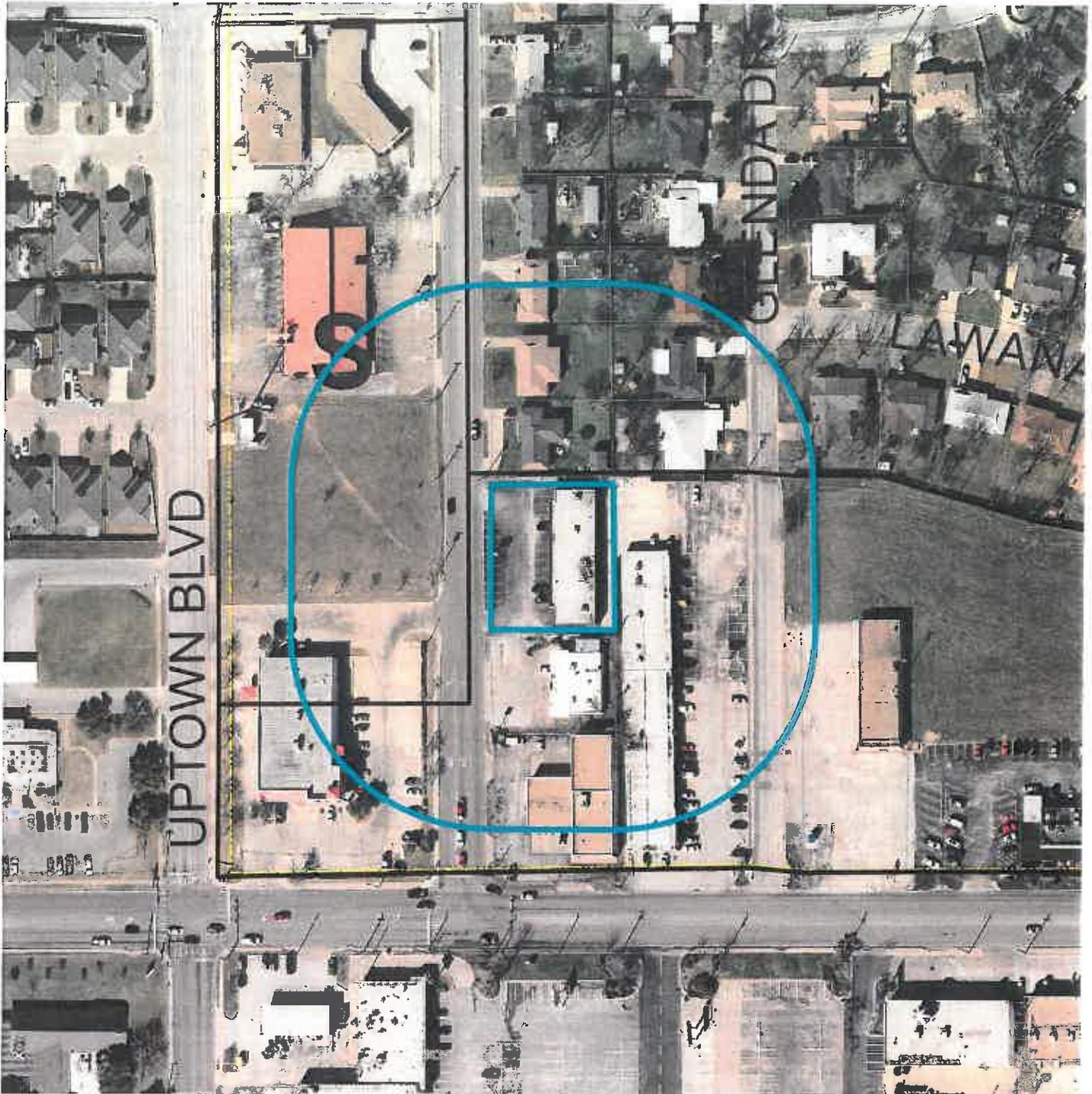
We believe that our activities will not be a hindrance to other activities in the area. Our congregation is for now averaging 30 members.

Consequently, parking space sharing will not be an issue.

Please, take the above statement in consideration during the review of our application.

Regards,

Deo Mweyola  
817-903-5056

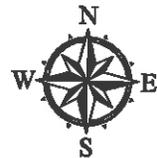


**Hearing Date: 06-12-14 Z-252**

**Address: 000800 BROWN TRAIL, SUITE C  
Addition: BELLVUE ADDITION #3  
Bedford, TX 76022**

**SUBNUM: BLOCK: 7 LOT: 4A**

**City of Bedford, Texas**



-  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

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF JUNE 12, 2014**

**APPROVED**

Commissioner Stroope gave the invocation.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was given.

**APPROVAL OF MINUTES**

**1. Consider approval of the following Planning and Zoning Commission meeting minutes:**

**a) April 24, 2014**

**Motion:** Commissioner Hall made a motion to approve the meeting minutes of April 24, 2014, with noted corrections.

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

**Ayes:** Commissioners Sinisi, Hall, and Chairman Reese.

**Nays:** None

**Abstention:** Commissioner Stroope

Motion approved 3-0-1 Chairman Reese declared the motion approved.

**PUBLIC HEARINGS**

**2. Zoning Case Z-252, public hearing and consideration of a request to rezone a portion of Lot 4A, Block 7, Bellvue #3 Addition, located at 800 Brown Trail, Suite C, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Churches, Temples & Synagogues for Emmanuel Encountering International. The property is generally located north of Pipeline Road and east of Brown Trail.**

Chairman Reese recognized Jacquelyn Reyff, AICP, Planning Manager, who reviewed Zoning Case Z-252.

Chairman Reese recognized Deo Mweyola, 3535 Garrett Road, Euless, Texas, who was there to present this application.

Chairman Reese opened the public hearing at 7:07 PM and recognized Long Chau, 2364 Shackleford Trail, Grand Prairie, Texas who was there to speak in opposition to this application. Mr. Chau owned the building next to 800 Brown Trail, and was concerned a new tenant wanting to sell alcohol would have problems obtaining a TABC license because his building would not meet the TABC distance requirements from a church if this application is approved.

Chairman Reese closed the public hearing at 7:10 PM.

The Commission discussed the application.

**Motion:** Commissioner Hall made a motion to approve Zoning Case Z-252.

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

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF JUNE 12, 2014**

**APPROVED**

Motion approved 4-0-0. Chairman Reese declared the motion approved.

- 3. Zoning Ordinance Amendment Case A-032.1, public hearing and consideration of a request to amend Ordinance Number 13-3056 (Master Highway Corridor Overlay District, "MHC"). To change the overlay map to bring 3351 Harwood Road into the MHC. The property is generally located north of Harwood Road and west of State Highway 121.**

Chairman Reese recognized Jacquelyn Reyff, AICP, Planning Manager, who reviewed Zoning Ordinance Amendment Case A-032.1.

Chairman Reese opened the public hearing at 7:20 PM and there being no one to speak, closed the public hearing at 7:25 PM.

The Commission discussed the application.

Motion: Commissioner Stroope made a motion to approve Zoning Ordinance Amendment Case A-032.1.

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

Motion approved 4-0-0. Chairman Reese declared the motion approved.

- 4. Zoning Case Z-253, public hearing and consideration of a request to rezone the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, located at 3351 Harwood Road, Bedford, Texas, from "R-15,000" Single-Family Residential Detached District (R-15000), Section 4.1 of the City of Bedford Zoning Ordinance to "Planned Unit Development District" (PUD), Section 4.15 of the City of Bedford Zoning Ordinance for Taco Bell. The property is generally located north of Harwood Road and west of State Highway 121.**

Chairman Reese recognized Jacquelyn Reyff, AICP, Planning Manager, who reviewed Zoning Case Z-253.

Chairman Reese recognized David Gregory, Icon Consulting Engineers, Inc., 250 West Southlake Boulevard, Southlake, Texas who was there to present this application.

Chairman Reese opened the public hearing at 7:38 PM and recognized Jim Makens, 3231 Harwood Road, Bedford, Texas, who spoke in favor of this application.

Chairman Reese closed the public hearing at 7:40 PM.

The Commission discussed the application.

Motion: Commissioner Hall made a motion to approve Zoning Case Z-253.

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

Motion approved 4-0-0. Chairman Reese declared the motion approved.



CITY OF  
**BEDFORD**

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

June 30, 2014

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: [clopez@star-telegram.com](mailto:clopez@star-telegram.com) on Monday, June 30, 2014.

FROM:

City of Bedford  
Yolanda Cramer, Planning and Zoning Coordinator

Dear Christine,

Please publish the following in "Legal Notices" on Wednesday, July 2, 2014.

MESSAGE:

CITY OF BEDFORD  
PUBLIC HEARING

The City of Bedford City Council gives notice of a public hearing on July 22, 2014, at 6:30 PM, at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

 Public hearing and consider an ordinance to rezone a portion of the property known as Lot 4A, Block 7, Bellvue Addition #3, located at 800 Brown Trail, Suite C, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Churches, Temples & Synagogues for Emmanuel Encountering International. The property is generally located north of Pipeline Road and east of Brown Trail. (Z-252)

Public hearing and consider an ordinance to amend Ordinance 13-5056, specific to the City of Bedford (Master Highway Corridor Overlay District, "MHC") to change the MHC Map specifically to bring the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, 3351 Harwood Road, Bedford, Texas, into the MHC. The property is generally located north of Harwood Road and west of State Highway 121. (A-032.1)

Public hearing and consider an ordinance to rezone the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, located at 3351 Harwood Road, Bedford, Texas, from "R-15,000" Single-Family Residential Detached District (R-15,000), Section 4.1 of the City of Bedford Zoning Ordinance to Planned Unit Development District (PUD), Section 4.15 of the City of Bedford Zoning Ordinance for a Taco Bell Restaurant. The property is generally located north of Harwood Road and west of State Highway 121. (Z-253)



# Council Agenda Background

**PRESENTER:** Jacquelyn Reyff, Planning Manager

**DATE:** 07/22/14

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

**ITEM:**

Public hearing and consider an ordinance amending Ordinance 13-3056, specific to the City of Bedford Master Highway Corridor Overlay District, "MHC" to change the MHC map specifically to bring the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, 3351 Harwood Road, Bedford, Texas, into the MHC; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of Harwood Road and west of State Highway 121. (A-032.1)

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

A potential business-owner initiated a request to amend Ordinance 13-3056 to add the property at 3351 Harwood Road to the Master Highway Corridor Overlay District Zoning Map, Exhibit A.

On April 23, 2013, the City Council approved extending the Highway Corridor Overlay District to become the Master Highway Corridor Overlay District, which encompasses all commercial property within 200' of State Highways 121, 183, and the property within the former Cheek Sparger Overlay District. This amendment excludes all residential property located within the overlay district.

Due to the zoning change from R-15,000 to PUD and because 3351 Harwood Road is contiguous to the Master Highway Corridor Overlay District, it should be brought into and indicated on the Master Highway Corridor Overlay District Zoning Map. Thereby, this property would then be located within the Master Highway Corridor Overlay District.

On June 12, 2014, the Planning and Zoning Commission voted to approve the amended Ordinance request 4-0-0.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of an ordinance amending Ordinance 13-3056, specific to the City of Bedford Master Highway Corridor Overlay District, "MHC" to change the MHC map specifically to bring the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, 3351 Harwood Road, Bedford, Texas, into the MHC; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of Harwood Road and west of State Highway 121. (A-032.1)

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Ordinance  
Exhibit "A" – separate attachment  
Minutes  
Star Telegram Publication

**ORDINANCE NO. 14-**

**AN ORDINANCE AMENDING ORDINANCE 13-3056, SPECIFIC TO THE CITY OF BEDFORD MASTER HIGHWAY CORRIDOR OVERLAY DISTRICT, "MHC" TO CHANGE THE MHC MAP SPECIFICALLY TO BRING THE PROPERTY KNOWN AS LOT 2R, BLOCK 13, OAK RIDGE ESTATES ADDITION, 3351 HARWOOD ROAD, BEDFORD, TEXAS INTO THE MHC; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY CLAUSE; AND DECLARING AN EFFECTIVE DATE. THE PROPERTY IS GENERALLY LOCATED NORTH OF HARWOOD ROAD AND WEST OF STATE HIGHWAY 121. (A-032.1)**

**WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that Ordinance 13-5056 be amended for Lot 2R, Block 13, Oak Ridge Estates Addition, 3351 Harwood Road, Bedford, Texas, specifically to bring the property into the MHC. The property is generally located north of Harwood Road and west of State Highway 121. (A-032.1)**

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

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

**SECTION 2. That the Zoning Ordinance be amended and the map designated "MASTER HIGHWAY CORRIDOR OVERLAY DISTRICT MAP OF BEDFORD, TEXAS" be revised and amended so that the land described as:**

**The property known as Lot 2R, Block 13, Oak Ridge Estates Addition located at 3351 Harwood Road, Bedford, Texas shall be shown as approved by this ordinance.**

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

**SECTION 4. That approval of amending the City of Bedford Zoning Ordinance is subject to no stipulations.**

**SECTION 5. That from and after the final passage of this ordinance, the land described herein shall be subject to the Amended Ordinance and uses of an Amended Ordinance.**

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

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

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

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

**ORDINANCE NO. 14-**

**PRESENTED AND PASSED** this 22nd day of July, 2014 by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

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**Jim Griffin, Mayor**

**ATTEST:**

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**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

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**Stan Lowry, City Attorney**

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF JUNE 12, 2014**

**APPROVED**

Motion approved 4-0-0. Chairman Reese declared the motion approved.

- 
- 3. Zoning Ordinance Amendment Case A-032.1, public hearing and consideration of a request to amend Ordinance Number 13-3056 (Master Highway Corridor Overlay District, "MHC"). To change the overlay map to bring 3351 Harwood Road into the MHC. The property is generally located north of Harwood Road and west of State Highway 121.**

Chairman Reese recognized Jacquelyn Reyff, AICP, Planning Manager, who reviewed Zoning Ordinance Amendment Case A-032.1.

Chairman Reese opened the public hearing at 7:20 PM and there being no one to speak, closed the public hearing at 7:25 PM.

The Commission discussed the application.

Motion: Commissioner Stroope made a motion to approve Zoning Ordinance Amendment Case A-032.1.

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

Motion approved 4-0-0. Chairman Reese declared the motion approved.

- 4. Zoning Case Z-253, public hearing and consideration of a request to rezone the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, located at 3351 Harwood Road, Bedford, Texas, from "R-15,000" Single-Family Residential Detached District (R-15000), Section 4.1 of the City of Bedford Zoning Ordinance to "Planned Unit Development District" (PUD), Section 4.15 of the City of Bedford Zoning Ordinance for Taco Bell. The property is generally located north of Harwood Road and west of State Highway 121.**

Chairman Reese recognized Jacquelyn Reyff, AICP, Planning Manager, who reviewed Zoning Case Z-253.

Chairman Reese recognized David Gregory, Icon Consulting Engineers, Inc., 250 West Southlake Boulevard, Southlake, Texas who was there to present this application.

Chairman Reese opened the public hearing at 7:38 PM and recognized Jim Makens, 3231 Harwood Road, Bedford, Texas, who spoke in favor of this application.

Chairman Reese closed the public hearing at 7:40 PM.

The Commission discussed the application.

Motion: Commissioner Hall made a motion to approve Zoning Case Z-253.

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

Motion approved 4-0-0. Chairman Reese declared the motion approved.



CITY OF  
**BEDFORD**

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

June 30, 2014

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: [clopez@star-telegram.com](mailto:clopez@star-telegram.com) on Monday, June 30, 2014.

FROM:

City of Bedford  
Yolanda Cramer, Planning and Zoning Coordinator

Dear Christine,

Please publish the following in "Legal Notices" on Wednesday, July 2, 2014.

MESSAGE:

CITY OF BEDFORD  
PUBLIC HEARING

The City of Bedford City Council gives notice of a public hearing on July 22, 2014, at 6:30 PM, at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider an ordinance to rezone a portion of the property known as Lot 4A, Block 7, Bellvue Addition #3, located at 800 Brown Trail, Suite C, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Churches, Temples & Synagogues for Emmanuel Encountering International. The property is generally located north of Pipeline Road and east of Brown Trail. (Z-252)

Public hearing and consider an ordinance to amend Ordinance 13-5056, specific to the City of Bedford (Master Highway Corridor Overlay District, "MHC") to change the MHC Map specifically to bring the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, 3351 Harwood Road, Bedford, Texas, into the MHC. The property is generally located north of Harwood Road and west of State Highway 121. (A-032.1)

Public hearing and consider an ordinance to rezone the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, located at 3351 Harwood Road, Bedford, Texas, from "R-15,000" Single-Family Residential Detached District (R-15,000), Section 4.1 of the City of Bedford Zoning Ordinance to Planned Unit Development District (PUD), Section 4.15 of the City of Bedford Zoning Ordinance for a Taco Bell Restaurant. The property is generally located north of Harwood Road and west of State Highway 121. (Z-253)



# Council Agenda Background

**PRESENTER:** Jacquelyn Reyff, Planning Manager

**DATE:** 07/22/14

**Council Mission Area:** Foster economic growth - Improve vacant or underutilized commercial properties.

**ITEM:**

Public hearing and consider an ordinance to rezone the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, located at 3351 Harwood Road, Bedford, Texas, from "R-15,000" Single-Family Residential Detached District (R-15,000), Section 4.1 of the City of Bedford Zoning Ordinance to Planned Unit Development District (PUD), Section 4.15 of the City of Bedford Zoning Ordinance, for a Taco Bell Restaurant; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of Harwood Road and west of State Highway 121. (Z-253)

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The property located at 3351 Harwood Road would be utilized as a Taco Bell Restaurant. It is currently an undeveloped green field surrounded by commercial development. The building and associated site changes would be new to this land. Any previous development on the property was related to a City of Euless water tower, which has been capped and removed.

The property is zoned R-15,000, Single Family Residential Detached District. This Zoning District is established to provide for single-family residential development requiring minimum lot sizes of 15,000 SF. The requested rezoning is from R-15,000 to PUD. A Taco Bell Restaurant is a permitted use within the PUD Zoning District when it has been rezoned. The surrounding land uses adjacent to the property are as follows:

	North	South	East	West
Zoning of Adjacent Properties	H	None	H	None
Land Use	Motel 6	Harwood Road	Restaurant	Crystal Springs Street

**Height and Area Regulations**

All setbacks including front yard, side yard, rear yard, and height meet the Zoning Ordinance. These are indicated in the table below:

	Front	Side	Rear	Height
Required	30 feet	10 feet when next to Side Street	No Minimum	Maximum 35 feet
Proposed	30 feet	Approximately 10 feet	Approximately 70 feet	Approximately 28 feet

**Parking Regulations and Traffic Circulation**

Ingress and egress is accomplished through existing curb cuts, with one along Harwood Road and the other along Crystal Springs Street.

The entrance drive from Harwood Road, as well as the entrance to the drive-thru, is shown to be accented with decorative street pavers, and is clearly detailed on the site plan. As such, 10% of the parking area is dedicated to decorative street treatment as required by the Zoning Ordinance.

#### Landscaping and Screening Regulations

The site is 31,533 SF, and of that, 20% is required to be landscaped, or 6,307 SF. The landscaping plan indicates 10,570 SF or 33% of landscaping will be provided, which is in excess of the 20% required.

The 30-foot landscape buffer along Harwood Road contains eight street trees, which are provided and existing. Additionally, shrubs, berms, or a combination thereof, are provided between the trees such that a screen of a minimum of three feet in height shall screen the parking areas as indicated on the Landscape Plan. The dumpster enclosure is shown to be screened with shrubbery. There will be additional landscaping throughout the site. The parking lot will be landscaped in excess of the required 10% to over 11%.

#### Development Standards

The exterior elevations for the building are primarily stucco, which meets the zoning requirement that building exteriors shall be constructed of 100% masonry material, exclusive of windows and doors, including the area above the first-floor ceiling-plate line. The color of the exterior materials is to be of earth tones with a banding of purple near the top of the building. Earth tones shall be understood to consist of darker and pastel shades of the color spectrum, which may generally be found in the natural environment.

The design of the canopy is less than 5,000 square feet and includes relief to walls and roofs. Single uninterrupted surface-planes shall not be permitted. The roof of the canopy does provide a variation of the roofline for architectural relief. Mechanical equipment located on roofs will be screened from view from any public right-of-way.

#### Requested Change in Standard of MHC

1. Section 4.18.l(4), on structures 5,000 square feet or less, pitched roof construction will be required per the MHC development standards.

\*However, due to the nature of a Planned Unit Development (PUD) zoning district, this applicant is requesting a minor variance to the MHC development standards by construction a partial pitched roof with intention to mostly screen the mechanical equipment. This variance to the MHC may be allowed with recommendation of approval by the Planning and Zoning Commission and the City Council approval as per the design shown on the Site Plan and Building Elevations Plan.

#### Comprehensive Plan:

The Comprehensive Plan indicates the location of 3351 Harwood Road to be commercial. Therefore, the proposed use of a Taco Bell Restaurant at this location would not conflict with the Comprehensive Plan, and would also bring the property into conformance with the plan if the rezoning does in fact occur.

On June 12, 2014 the Planning and Zoning Commission voted to approve the rezoning request 4-0-0.

#### RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, located at 3351 Harwood Road, Bedford, Texas, from "R-15,000" Single-Family Residential Detached District (R-15,000), Section 4.1 of the City of Bedford Zoning Ordinance to Planned Unit Development District (PUD), Section 4.15 of the City of Bedford Zoning Ordinance, for a Taco Bell

Restaurant; declaring that this ordinance be cumulative of all other ordinances; providing for a severability clause; providing for a penalty clause; and declaring an effective date. The property is generally located north of Harwood Road and west of State Highway 121. (Z-253)

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Ordinance  
Site Plan  
Landscaping Plan  
Building Elevations  
Application  
Property Owner Notification Map  
Minutes  
Star Telegram Publication

ORDINANCE NO. 14-

AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS LOT 2R, BLOCK 13, OAK RIDGE ESTATES ADDITION, LOCATED AT 3351 HARWOOD ROAD, BEDFORD, TEXAS, FROM "R-15,000" SINGLE-FAMILY RESIDENTIAL DETACHED DISTRICT (R-15,000), SECTION 4.1 OF THE CITY OF BEDFORD ZONING ORDINANCE TO PLANNED UNIT DEVELOPMENT DISTRICT (PUD), SECTION 4.15, OF THE CITY OF BEDFORD ZONING ORDINANCE, FOR A TACO BELL RESTAURANT; DECLARING THAT THIS ORDINANCE BE CUMULATIVE OF ALL OTHER ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY CLAUSE; AND DECLARING AN EFFECTIVE DATE. THE PROPERTIES ARE GENERALLY LOCATED NORTH OF HARWOOD ROAD AND WEST OF STATE HIGHWAY 121. (Z-253)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Comprehensive Zoning Ordinance be rezoned for the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, Bedford, Texas, from "R-15,000" Single-Family Residential Detached District, Section 4.1 of the City of Bedford Zoning Ordinance to Planned Unit Development District (PUD), Section 4.15 of the City of Bedford Zoning Ordinance, for a Taco Bell Restaurant. The property is generally located north of Harwood Road and west of State Highway 121. (Z-253)

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

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

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

The property known as Lot 2R, Block 13, Oak Ridge Estates Addition, located at 3351 Harwood Road, Bedford, Texas, shall be shown as approved by this ordinance.

SECTION 3. That the Site Plan, Landscape Plan, and Building Elevations Plan attached hereto are approved as components of this ordinance approval. Any revisions to the properties that deviate from the attached hereto shall require an amendment to this ordinance.

SECTION 4. That approval of rezoning the property from "R-15,000" Single-Family Residential Detached District to "PUD" Planned Unit Development is subject to no stipulations.

SECTION 5. That from and after the final passage of this ordinance, the land described herein shall be subject to the regulations and uses of a Planned Unit Development.

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

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

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

**ORDINANCE NO. 14-**

**offense.**

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

**PRESENTED AND PASSED this 22nd day of July, 2014 by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.**

\_\_\_\_\_  
**Jim Griffin, Mayor**

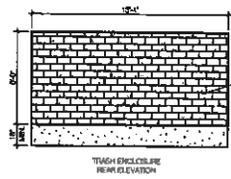
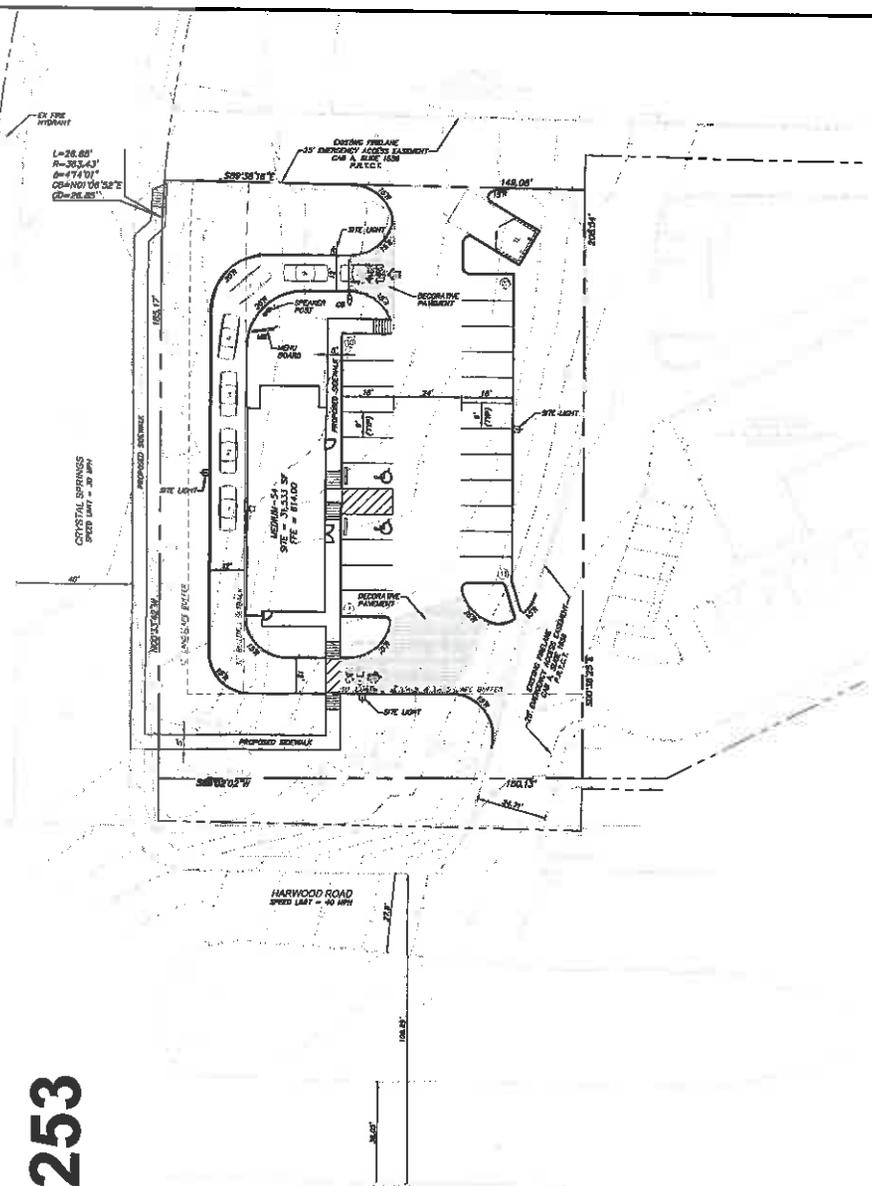
**ATTEST:**

\_\_\_\_\_  
**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Stan Lowry, City Attorney**

# Z-253



GRAY WITH WHITE  
GENERAL ACME 100  
GOLDEN SURFET  
MIDDLE/4/6/8/10/14

- NOTES:
1. SUBJECT PROPERTY IS NOT IN A FLOOD ZONE PER FEMA MAP 483500040A, REVISION SEPTEMBER 28, 2004.
  2. SITE HEIGHT SHALL BE 28' TALL, NET TO FINISH, AND SET TO FINISH.
  3. NO PROPOSED FENCES ON THE SITE.
  4. SITE SHALL BE SURFACE DRAINED TO HARWOOD ROAD.
  5. BUILDING TO BE CONSTRUCTED WITH STEEL.



**SITE DATA FOR TACO BELL**

LOT AREA	24,333 SQ. FT. 0.554 AC
BUILDING AREA	4,188 SF (4,188 COVERED)
PARKING AREA	18,964 SF (4,188 COVERED)
IMPERVIOUS AREA	18,964 SF (4,188 COVERED)
EXISTING ZONING	R-12
PROPOSED ZONING	PD 20/11 LAND USES
EXISTING USE	VACANT
PROPOSED USE	RESTAURANT BY DRIVE THRU
REQUIRED PARKING	15 SPACES (1,200 SF BLDG AREA)
PROPOSED PARKING	22 SPACES



OWNER: THE HARRIS COMPANY  
2227 HARWOOD ROAD  
BEDFORD, TEXAS 76010  
PHONE: (817) 540-3328  
CONTACT: JIM BRIDGES

ENGINEER: JOHN GONZALEZ-BRUNERS, INC.  
250 N. SHELBY LANE, SUITE 117  
SHELBYVILLE, TEXAS 76170  
PHONE: (817) 638-0200  
FAX: (817) 638-0208  
CONTACT: DAVID C. GREGORY, P.E.

**SITE PLAN**  
FOR  
**TACO BELL**  
LOCATED AT  
3353 HARWOOD  
LOT 2R, BLOCK 1J  
DAK RIDGE ESTATES  
TARRANT COUNTY  
BEDFORD, TEXAS  
SUBMITTED 4/10/2014

DATE	4/10/2014
BY	D.C. GREGORY
CITY	BEDFORD
PROJECT	TACO BELL

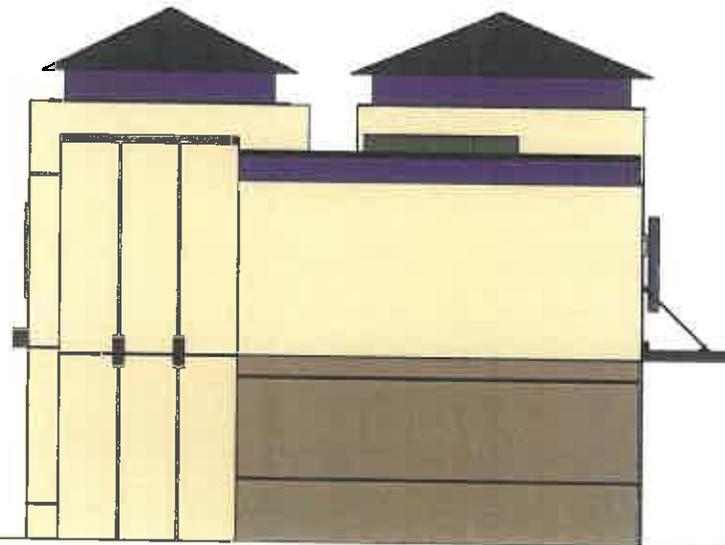






**Z-253**

**B** City of Bedford Texas  
Development Department  
Planning and Zoning  
06-04-14P02:35 RCVD



**Z-253**



City of Bedford Texas  
Development Department  
Planning and Zoning

06-04-14P02:35 RCVD



**Z-253**



City of Bedford Texas  
Development Department  
Planning and Zoning

06-04-14P02:35 RCVD



**Z-253**



City of Bedford Texas  
Development Department  
Planning and Zoning

06-04-14P02:35 RCVD

**City of Bedford  
Change of Zoning Application**



City of Bedford Texas  
Development Department  
Planning and Zoning

04-14-14A10:32 RCVD

RECEIVED

**Z-253**

Applicant Name (Print): TACO BELL (\*Signature): [Signature]  
Address: 250 W Southlake Blvd #117 Southlake TX 76092  
Telephone number: 817 552 6210 x 3 Fax number: 817 778-4845

I, the undersigned owner, or TACO BELL (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: R-15 To: PD WITH "H" USES

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 2R Block 13 Addition OAK RIDGE ESTATES  
Tract \_\_\_\_\_ Abstract \_\_\_\_\_ Survey \_\_\_\_\_ to the City of Bedford, Texas.  
Street Address ~~3401 HARWOOD~~ 3351 Harwood Rd. Per DRC JK 5/7/14

Fee: (\$205.00 plus \$205.00 per acre over one.) \$205.00 + \$205.00 x 1 = \$205.  
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)

(See Attached)  
pg 2 of 2

Land Planner/Engineer/Surveyor: (\*Signature)

(Print Name)

(Company Name)

(Street Address, City, State & Zip Code)

(Telephone number)

(FAX number)

DAVID GREGORY

ICON CONSULTING ENGINEERS, INC

250 W Southlake Blvd #117 Southlake TX 76092

817 552-6210 x 3

817 778-4845

**City of Bedford  
Change of Zoning Application**



City of Bedford Texas  
Development Department  
Planning and Zoning

04-14-14A10:32 RCVD  
RECEIVED

Applicant Name (Print): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**Z-253**

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 \_\_\_\_\_

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)

Jim MAKEUS

(Company name)

Properties West MAK LP

(Street Address, City, State & Zip Code)

3231 Harwood Bedford TX 76021

(Telephone number)

214-957-8224

(FAX number)

817-540-1583

Land Planner/Engineer/Surveyor: (\*Signature)

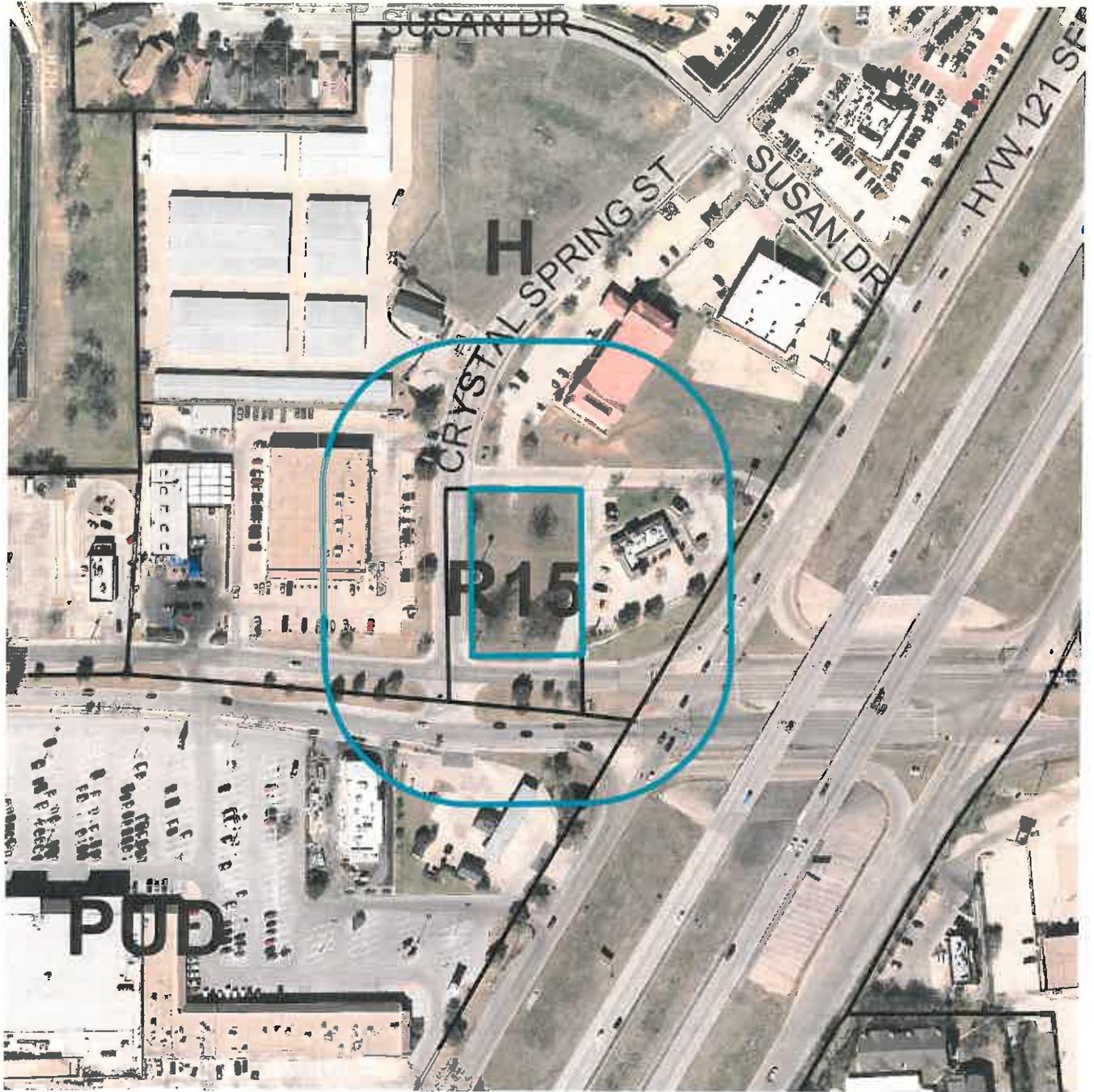
(Print Name)

(Company Name)

(Street Address, City, State & Zip Code)

(Telephone number)

(FAX number)



Hearing Date: 06-12-14      Z-253

Address: 003351 HARWOOD RD  
Addition: OAK RIDGE ESTATES (BEDFORD)  
Bedford, TX 76021

SUBNUM:    BLOCK: 13    LOT: 2R

### City of Bedford, Texas



-  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.

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF JUNE 12, 2014**

**APPROVED**

Motion approved 4-0-0. Chairman Reese declared the motion approved.

3. **Zoning Ordinance Amendment Case A-032.1, public hearing and consideration of a request to amend Ordinance Number 13-3056 (Master Highway Corridor Overlay District, "MHC"). To change the overlay map to bring 3351 Harwood Road into the MHC. The property is generally located north of Harwood Road and west of State Highway 121.**

Chairman Reese recognized Jacquelyn Reyff, AICP, Planning Manager, who reviewed Zoning Ordinance Amendment Case A-032.1.

Chairman Reese opened the public hearing at 7:20 PM and there being no one to speak, closed the public hearing at 7:25 PM.

The Commission discussed the application.

Motion: Commissioner Stroope made a motion to approve Zoning Ordinance Amendment Case A-032.1.

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

Motion approved 4-0-0. Chairman Reese declared the motion approved.

4. **Zoning Case Z-253, public hearing and consideration of a request to rezone the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, located at 3351 Harwood Road, Bedford, Texas, from "R-15,000" Single-Family Residential Detached District (R-15000), Section 4.1 of the City of Bedford Zoning Ordinance to "Planned Unit Development District" (PUD), Section 4.15 of the City of Bedford Zoning Ordinance for Taco Bell. The property is generally located north of Harwood Road and west of State Highway 121.**

Chairman Reese recognized Jacquelyn Reyff, AICP, Planning Manager, who reviewed Zoning Case Z-253.

Chairman Reese recognized David Gregory, Icon Consulting Engineers, Inc., 250 West Southlake Boulevard, Southlake, Texas who was there to present this application.

Chairman Reese opened the public hearing at 7:38 PM and recognized Jim Makens, 3231 Harwood Road, Bedford, Texas, who spoke in favor of this application.

Chairman Reese closed the public hearing at 7:40 PM.

The Commission discussed the application.

Motion: Commissioner Hall made a motion to approve Zoning Case Z-253.

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

Motion approved 4-0-0. Chairman Reese declared the motion approved.



CITY OF  
**BEDFORD**

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

June 30, 2014

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: [clopez@star-telegram.com](mailto:clopez@star-telegram.com) on Monday, June 30, 2014.

FROM:

City of Bedford  
Yolanda Cramer, Planning and Zoning Coordinator

Dear Christine,

Please publish the following in "Legal Notices" on Wednesday, July 2, 2014.

MESSAGE:

**CITY OF BEDFORD  
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on July 22, 2014, at 6:30 PM, at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider an ordinance to rezone a portion of the property known as Lot 4A, Block 7, Bellvue Addition #3, located at 800 Brown Trail, Suite C, Bedford, Texas, from Heavy Commercial to Heavy Commercial/Specific Use Permit/Churches, Temples & Synagogues for Emmanuel Encountering International. The property is generally located north of Pipeline Road and east of Brown Trail. (Z-252)

Public hearing and consider an ordinance to amend Ordinance 13-5056, specific to the City of Bedford (Master Highway Corridor Overlay District, "MHC") to change the MHC Map specifically to bring the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, 3351 Harwood Road, Bedford, Texas, into the MHC. The property is generally located north of Harwood Road and west of State Highway 121. (A-032.1)

Public hearing and consider an ordinance to rezone the property known as Lot 2R, Block 13, Oak Ridge Estates Addition, located at 3351 Harwood Road, Bedford, Texas, from "R-15,000" Single-Family Residential Detached District (R-15,000), Section 4.1 of the City of Bedford Zoning Ordinance to Planned Unit Development District (PUD), Section 4.15 of the City of Bedford Zoning Ordinance for a Taco Bell Restaurant. The property is generally located north of Harwood Road and west of State Highway 121. (Z-253)



# Council Agenda Background

**PRESENTER:** Meg Jakubik, Assistant to the City Manager      **DATE:** 07/22/14

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

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a contract with Blackboard, Inc., to provide a mass notification system for the City of Bedford, in the amount of \$46,560.17.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

On July 9, 2013, the City Council approved a one-year contract with Blackboard, Inc. for a mass notification system. At the time of approval, this was an unbudgeted item. Therefore, the contract amount was split between fiscal years in order to appropriate the full contract amount in FY 13-14 and fund a pro-rated amount in FY 12-13. In order to maintain budgetary projections, this accounting split would be required each year. Staff has requested that Blackboard, Inc. extend the contract term, for this renewal only, so that future renewals cover the fiscal year in which payment is due.

The Blackboard, Inc. system has proven to be user-friendly and useful in providing mass notification for city-wide and geographically isolated incidents. The changes to the contract include the term dates, a charge for Weather Alerts sent via the system and the contract amount to cover the additional three months of service. The Weather Alert service automatically forwards messages from the National Weather Service to subscribers as they are issued for the service area. The \$2,500 annual fee was waived for the first year of service, but has been included in this the pro-rated period and the annual cost going forward.

The total cost of the contract will be allocated as follows:

<b>FY 13-14 Amount</b>	<b>\$</b>	<b>8,541.24</b>
General Fund	\$	4,145.62
Water Fund	\$	4,145.62
Court Technology Fund	\$	250.00
<b>FY 14-15 Amount</b>	<b>\$</b>	<b>38,018.93</b>
General Fund	\$	18,509.46
Water Fund	\$	18,509.47
Court Technology Fund	\$	1,000.00

The additional funding necessary for the Weather Alert component will be included in the proposed budget for FY 14-15.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Blackboard, Connect, to provide a mass notification system with the City of Bedford, in the amount of \$46,560.17.

**FISCAL IMPACT:**

<b>FY 13-14</b>	
<b>General Fund</b>	<b>\$4,145.62</b>
<b>Water Fund</b>	<b>\$4,145.62</b>
<b>Court Technology Fund</b>	<b><u>\$ 250.00</u></b>
<b>Total</b>	<b>\$8,541.24</b>

<b>FY 14-15</b>	
<b>General Fund</b>	<b>\$18,509.46</b>
<b>Water Fund</b>	<b>\$18,509.47</b>
<b>Court Technology Fund</b>	<b><u>\$ 1,000.00</u></b>
<b>Total</b>	<b>\$38,018.93</b>

**ATTACHMENTS:**

**Resolution  
Quote**

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BLACKBOARD, INC., TO PROVIDE A MASS NOTIFICATION SYSTEM FOR THE CITY OF BEDFORD, IN THE AMOUNT OF \$46,560.17.

WHEREAS, the City Council of Bedford, Texas has determined the necessity of having a mass notification system; and,

WHEREAS, the City Council of Bedford, Texas has determined that Blackboard, Inc. meets the needs of the City for notifying the public as necessary.

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

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

SECTION 2. That the City Manager is authorized to enter into a contract with Blackboard, Inc, in the amount of \$46,560.17 for a term of July 10, 2014 through September 30, 2015.

SECTION 3. That funding for Fiscal Year 13-14 will be split between the General Fund, Water Fund and Court Technology Fund in the total amount of \$8,541.24.

SECTION 4. That funding for Fiscal Year 14-15 will be split between the General Fund, Water Fund and Court Technology Fund in the total amount of \$38,018.93.

PRESENTED AND PASSED on this 22nd day of July 2014, 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



**Blackboard**

650 Massachusetts Ave, NW 6<sup>th</sup> Floor  
Washington DC 20001-3796

July 8, 2014

**Megan Jakubik**  
City of Bedford  
200 Forest Ridge  
Bedford, TX 76021

[Megan.jakubik@bedfordtx.gov](mailto:Megan.jakubik@bedfordtx.gov)

**RE: BLACKBOARD QUOTE# 10-193998\_HC v2(07/08/2014)**

GSA Contract Number GS-35F-0554M

**Company Information**

Blackboard, Inc.  
650 Massachusetts Ave, NW 6<sup>th</sup> Floor  
Washington DC 20001-3796

DUNS Number: 01-613-1430  
Tax ID Number: 52-2081178  
CAGE Number: 1QLN4  
GSA Contract Number: GS-35F-0554M

**PLEASE FAX ALL ORDERS TO 818-450-0425**

**Prices Valid until July 11, 2014**

*If you have any questions concerning this proposal, please contact Faith Knight at 615-761-5726.*

*Please direct all contracting related questions to Hannah Cummings at 202-463-4860 ext 2727.*

To Whom It May Concern:

**Service Summary:** The Blackboard Connect for Government service allows government leaders to provide notices, direction, and reassurance to reach thousands of constituents in minutes without having to invest in or maintain hardware, software, or additional phone lines. Now, you can reach your entire community—quickly and reliably—with voice, text, and email messages.

**Services include:**

- An integrated communications suite, including Priority Communication, Community Outreach and Interactive Survey
- Voice and text/SMS delivery to multiple communication devices
- Geo-Calling feature lets you target recipients using a map
- 24/7/365 proactive Client Care support
- Unlimited use for a fixed, annual fee
- Initial set-up, training and refresher training sessions included
- Delivery to up to three phones, two email addresses and one SMS phone per contact
- Superior call routing, throttling, and load balancing expertise
- Fully hosted and managed Software as a Service (SaaS) --- no maintenance required
- Message delivery tracking with comprehensive reporting

Please take special note of Blackboard's GSA Contract Number on page one. **The PO submitted by your organization should reference this number.** If the PO does not reference Blackboard's GSA Contract Number this will delay issuance of your invoice and a new PO will need to be submitted to Blackboard.

If you have any questions or require additional information, please feel free to contact me at 202-463-4860 ext. 2282. We look forward to meeting your online teaching and learning needs!

Warmest Regards,

Tess Frazier  
Vice President - Contracts  
Blackboard Inc.

## Quote Summary

All products and services quoted are available through Blackboard's GSA Schedule GS-35F-0554M and pursuant to the Terms of Conditions thereof.

### Renewal Term 1:

SIN #	Product	Renewal Term	GSA Price	Discount	Net Price
132-32	Blackboard Connect for Government Service up to 16,458 recipients	July 11, 2014 – September 30, 2014	\$1.91 per recipient	Discounted for prorated period	\$8,541.24
132-32	Blackboard Connect Support	July 11, 2014 – September 30, 2014	\$957.13	Discounted for prorated period	Included
Open Market	NOAA Weather Alerts	July 11, 2014 – September 30, 2014	--	Discounted for prorated period	Included
Open Market	Blackboard ConnectTXT	July 11, 2014 – September 30, 2014	--	Discounted for prorated period	Included
<b>TOTAL:</b>					<b>\$8,541.24</b>

### Renewal Term 2:

SIN #	Product	Renewal Term	GSA Price	Discount	Net Price
132-32	Blackboard Connect for Government Service up to 16,458 recipients	October 1, 2014 – September 30, 2015	\$1.91 per recipient	(\$0.16 per recipient)	\$28,801.50
132-32	Blackboard Connect Support	October 1, 2014 – September 30, 2015	\$957.13	--	\$957.13
Open Market	NOAA Weather Alerts	October 1, 2014 – September 30, 2015	--	--	\$2,500.00
Open Market	Blackboard ConnectTXT	October 1, 2014 – September 30, 2015	--	--	\$5,760.30
<b>TOTAL:</b>					<b>\$38,018.93</b>

Please state in the task order/purchase order the following:

- The product description, list prices, reductions, and extended prices
- The term "open market item(s)" next to any above indicated items.
- Reference Blackboard GSA Schedule# **GS-35F-0554M**
- Reference and attach this quote.

\*\*Note: If you do not remit a PO for payment, this quote will need to be signed by both Parties.

### Quote Details

Notes:

1. Net pricing for Blackboard Connect for Government Service, Blackboard Connect Support, NOAA Weather Alerts, and Blackboard ConnectTXT applies only for the term specified.
2. Blackboard Connect for Government Service, Blackboard Connect Support, NOAA Weather Alerts, and Blackboard ConnectTXT are billed annually in advance.
3. The following terms and conditions apply to the Open Market Item listed above:
  - **NOAA Weather Alerts:** Customer acknowledges and agrees that Blackboard is delivering weather information created and provided by a third-party public service, and not Blackboard. Weather forecasting is an inexact science. Blackboard makes no express or implied warranties, guarantees or affirmations that weather will occur or has occurred as the public alerts, reports, forecasts, data, or information state, represent or depict and it shall have no responsibility or liability whatsoever to Customer or any other person or entity, parties and non-parties alike, for any inconsistency,

inaccuracy, or omission for weather or events predicted or depicted, reported, occurring or occurred. **CUSTOMER AND THIRD PARTIES ARE SOLELY RESPONSIBLE FOR ACTION OR LACK OF ACTION TAKEN TO PRESERVE LIFE OR PROPERTY.**

- **Blackboard ConnectTXT:** Two-way text messaging for sending and receiving text messages from a computer and/or mobile device, which includes: 1 shared short code number; 20 short code keywords; and product support.

Customer: City of Bedford
Signature
Name (printed)
Title (printed)
Date

Blackboard ("Blackboard")
Signature TESS FRAZIER
Name (printed) VICE PRESIDENT
Title (printed)
Date



# Council Agenda Background

**PRESENTER:** Kelli Agan, Technical Services Manager

**DATE:** 07/22/14

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

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a contract with the Hurst-Euless-Bedford Independent School District to provide two School Resource Officers for school year 2014/15, in the amount of \$149,370, paid for by the District.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

Since 1993, the Police Department has provided the Hurst-Euless-Bedford Independent School District (the District) with two School Resource Officers to provide an on-site police presence at both Harwood and Bedford Junior High Schools.

Officers assigned to the two junior high schools provide law enforcement duties to include: patrolling the assigned campus, completing police and school reports/forms, dealing with juvenile laws, student relations, and providing security to the campus.

For these services, the District agrees to pay the City of Bedford the salary and benefit costs for the two officers. For school year 2014/15, the District agrees to reimburse the City of Bedford \$74,685 per officer, for a total of \$149,370. Included in this year's funding is a 3% increase over last year for each officer.

The contract will become effective on August 15, 2014. The Hurst-Euless-Bedford School Board of Trustees approved and signed the School Resource Officer contract on June 9, 2014.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with the Hurst-Euless-Bedford Independent School District to provide two School Resource Officers for school year 2014/15, in the amount of \$149,370, paid for by the District.

**FISCAL IMPACT:**

There is a cost to the City of approximately \$35 per year to have the School District as an additional insured per contract guidelines.

**ATTACHMENTS:**

Resolution  
Contract

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE HURST-EULESS-BEDFORD INDEPENDENT SCHOOL DISTRICT TO PROVIDE TWO SCHOOL RESOURCE OFFICERS FOR SCHOOL YEAR 2014/15, IN THE AMOUNT OF \$149,370, PAID FOR BY THE DISTRICT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to partner with the Hurst-Euleless-Bedford Independent School District to provide campus security to the two junior high schools located within the City; and,

WHEREAS, the City Council of Bedford, Texas determines that the salary and benefits for the two officers shall be provided by the Hurst-Euleless-Bedford Independent School District.

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

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

SECTION 2. That the City Manager is hereby authorized to enter into a contract with the Hurst-Euleless-Bedford Independent School District to provide two School Resource Officers for school year 2014/15, in the amount of \$149,370, paid for by the District.

PRESENTED AND PASSED this 22nd day of July 2014, 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

## SCHOOL RESOURCE OFFICER CONTRACT

### City of Bedford, Texas / Hurst-Euless-Bedford Independent School District

This contract is made by and between the Hurst-Euless-Bedford Independent School District, herein, "District," and the City of Bedford, herein "City," for the purpose of establishing the terms under which City shall provide District with School Resource Officers and the compensation which shall be paid City by District thereof.

#### WITNESSETH

For and in consideration for the mutual undertakings herein set forth, City and District agree as follows:

#### **A. Assignment and Selection of School Resource Officers**

1. City agrees to assign one police officer to serve as the School Resource Officer at Bedford Junior High School and one police officer to serve as the School Resource Officer at Harwood Junior High School.

2. The School Resource Officers shall have the school to which they are assigned as their primary duty and will not regularly be assigned additional police duties. City reserves the right, however, to reassign these officers temporarily in the event of an emergency and for training.

#### **B. Job Responsibilities of School Resource Officers**

1. The primary function of the School Resource Officers shall be to insure the safety of students and faculty and provide campus security. Specifically, the School Resource Officers shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds, assist with enforcement of compulsory student attendance laws, and serve as liaison between the school, the police department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system.

2. The Principal will be the authority regarding all school issues. The School Resource Officers will be the authority on all law enforcement issues. The School Resource Officers will communicate with the Principal regarding all law enforcement incidents on the campus or at school related activities, and the Principal shall be involved in the decision making process in custodial arrests. The School Resource Officers are solely responsible to the Chief, but shall work directly and in cooperation with the Principal of the school to which they are assigned.

3. The School Resource Officers will attend professional development training as required by the Police Department, the District, and School Resource Officer training.

4. The School Resource Officers shall, as time permits, be available as resource persons to teach, lead a discussion, or offer information on topics on which the officers have special competence due to their law enforcement training. The School Resource Officers shall also attempt to identify and counter deviant behavior, such as gang activity, through information and other assistance to young people.

5. The School Resource Officers shall make themselves visible in a public relations role in order to provide a highly visible crime deterrent on school property in order to effectively promote security and order in the schools.

6. The School Resource Officers shall also attempt to provide guidance and direction for students, parents, and staff when appropriate; to work with school administration to resolve school-police problems; and to work with parents of troubled students.

7. The Principal of the school to which an officer is assigned and the Chief are authorized to establish and modify, as needed, rules and regulations concerning the School Resource Officers' duties and schedule so long as they both agree on such changes.

**C. Hours of Work**

1. Unless otherwise directed by the Principal, City shall assign officers to work during the 178 instructional days of the school year, Monday through Friday, eight hours a day, with Saturday and Sunday off. Each Principal shall be responsible for determining a consistent eight-hour schedule per day for the School Resource Officer assigned to that Principal's campus (1,424 hours).

2. In addition to the regular eight-hour day, the School Resource Officers will work 192 hours at the discretion of the Principal. Each Principal will compensate the School Resource Officers for any hours worked beyond the regular eight-hour days plus the additional 192 hours.

3. The School Resource Officers will not work on District professional development days, during summer school, or during student holidays. The School Resource Officers will not routinely work during the summer vacation. If the School Resource Officers are utilized during summer school, District will provide additional compensation to the School Resource Officers.

**D. Consideration**

1. District agrees to pay the City \$74,685.00 per officer assigned to the program. The total amount will be divided into four equal installments, and will be billed by the City, to be due on or before September 1, December 1, March 1, and June 1 of the contract year.

2. City shall provide law enforcement training and certification, a vehicle, and police equipment, including communication equipment necessary to allow the officer to communicate with the police department and other officers. District shall provide any radio equipment necessary to allow the officer to communicate with school staff, if desired by the district.

**E. Term**

1. This contract shall be effective August 15, 2014, and shall expire July 31, 2015. Either City or District may cancel this contract by giving the other party thirty (30) days written notice of cancellation. If this contract is terminated prior to the end of the contract year, District shall be entitled to a pro-rate reimbursement of unused funds paid by the district.

**F. Indemnification**

1. The City waives, releases, indemnifies, and holds harmless, to the extent authorized by the law, the District from any and all claims, damages, injuries, causes of action, or lawsuits arising out of the acts, or failures to act, of the School Resource Officers, whether such acts or failures to act occurred on or off District property.

2. The City will furnish the District an Insurance Certificate with a "Waiver of Subrogation" for General Liability, Automobile Liability, Law Enforcement Liability and Workers Compensation in favor of Hurst-Euleless-Bedford ISD, its officers, employees, elected officials, representatives or agents. Also include "Additional Insured" coverage for General Liability, Automobile Liability and Law Enforcement Liability in favor of Hurst-

Eules-Bedford ISD its officers, employees, elected officials, representatives or agents.  
The Certificate will be furnished to the District before the effective date of this contract.

**G. Miscellaneous**

1. This Contract supersedes all prior agreements and representations concerning the School Resource Officers, and constitutes the complete agreement between the parties.

2. City and District agree that no promise or agreement which is not herein expressed has been made to either party and that neither party is relying upon any statement or representation other than the terms stated in this Contract.

3. No amendments to the Contract shall be binding unless reduced to writing and signed by both parties.

4. This Contract is fully performable in Tarrant County, Texas. Venue for any claim under this Contract shall be in Tarrant County, Texas.

AGREED TO:

HURST-EULESS-BEDFORD  
INDEPENDENT SCHOOL DISTRICT

By:   
PRESIDENT  
HEB ISD BOARD OF TRUSTEES

ATTEST:

  
SECRETARY  
HEB ISD BOARD OF TRUSTEES

AGREED TO:

CITY OF BEDFORD

By: \_\_\_\_\_  
BEVERLY GRIFFITH  
CITY MANAGER

ATTEST:

\_\_\_\_\_  
MICHAEL WELLS  
CITY SECRETARY



# Council Agenda Background

**PRESENTER:** Kelli Agan, Technical Services Manager

**DATE:** 07/22/14

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

**ITEM:**

Consider a resolution authorizing the submission of an application for the FY 2014 Edward Byrne Memorial Justice Assistance Grant in the amount of \$14,483 for police equipment.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The Police Department was recently made aware of the FY 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) through the United States Department of Justice. This grant is a formula grant that is based on Part 1 Crimes.

Through this grant, the Police Department will be seeking funding in the amount of \$14,483 to purchase in-car camera body microphones (mics), charging stations, and in-car docking stations for the body mics. Additionally, the Department will be seeking funding for emergency access system lock boxes.

The Department's Patrol Division currently utilizes in-car video cameras to record the audio and video of the officer and public during traffic and investigative stops. In-car video cameras have proven to be invaluable in sustaining or exonerating officers for complaints of misconduct. Additionally, they are admissible in court for a variety of cases, but most commonly for those subjects being tried for suspicion of driving under the influence. The in-car video cameras and body mics capture the video and audio of the field evaluations that assist officers in making a conclusion as to whether or not a subject should be detained for the suspicion of driving while under the influence.

The current body mics utilized by the Department are no longer available, nor able to be serviced and are in need of replacement. Body mics are worn on officer duty belts and contain a rechargeable battery. The battery must be placed in the charging station at the end of each officer's shift in order to ensure battery life during their next tour of duty. The new body mics will also require replacement of the docking station currently inside the patrol vehicles that syncs the audio to the in-car video footage due to compatibility issues.

The Department is also requesting the purchase of three emergency access systems, which will be placed in the Patrol Supervisor vehicles. The systems are small, indestructible safes containing a key that will unlock another similar safe that is mounted to particular locations within the City. The keys located inside the mounted wall safe will provide instant access to that location in the event of an emergency. The systems for the patrol vehicles contain a digital keypad to open the safe. The activity of the patrol vehicle safe can be reviewed for quality assurance.

In the City of Bedford, these wall mounted safes are in multiple areas, but are commonly located at all public schools, nursing homes/group homes and commercial businesses. They are less commonly located at residential housing.

The FY 2014 Edward Byrne Memorial Justice Assistance Grant does not require a cash match.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the submission of an application for the FY 2014 Edward Byrne Memorial Justice Assistance Grant in the amount of \$14,483 for police equipment.

**FISCAL IMPACT:**

\$14,483 paid through the FY 2014 Edward Byrne Memorial Justice Assistance Grant.

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 14-**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FY 2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$14,483 FOR POLICE EQUIPMENT.**

**WHEREAS, the City Council of Bedford, Texas finds it in the best interest of the citizens of Bedford that the Police Department seeks grant funding to purchase police equipment; and,**

**WHEREAS, the City Council of Bedford, Texas designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.**

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

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

**SECTION 2. That the City Council authorize the submission of an application for the FY 2014 Edward Byrne Memorial Justice Assistance Grant in the amount of \$14,483 for police equipment.**

**PRESENTED AND PASSED this 22nd day of July 2014, 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:** Maria Redburn, Library Director

**DATE:** 07/22/14

**Council Mission Area:** Encourage citizen involvement.

**ITEM:**

Consider a resolution accepting the nomination of the Discovery Room at the Bedford Public Library to be named Jennifer's Discovery Room by the Bedford Library Bookworms and the Hurst-Euless-Bedford Moms Offering Moms Support Club.

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

On July 14, 2009, the City Council approved a resolution adopting the "Policy for Naming/Renaming or Dedicating City Facilities and Property." This policy provided a formal process for the City Council to evaluate proposals for the naming, renaming or dedicating of City facilities and property. The Naming Rights Policy states:

A person, entity or organization that has made exceptional contributions to the City of Bedford. Exceptional contributions that would warrant having a new or current City Facility bear the name including, but not limited to:

- a) Donating or contributing a significant amount of funding for the construction, reconstruction, renovation, or furnishing of a new or current City Facility.
- b) Providing direct and significant volunteer services benefiting the public as a local or community leader.

The Bedford Library Bookworms and the Hurst-Euless-Bedford Moms Offering Moms Support (HEB MOMS) Club have nominated Jennifer Bubics to have the Discovery Room at the Bedford Library named after her due to her dedication as a volunteer, staff member and advocate. Both organizations turned in petitions with signatures from their members. Of the 38 signatures turned in, 24 are Bedford residents.

Jennifer Bubics was passionate about literature and the Bedford Public Library. She became an active member of the Bedford Bookworms in 2007 and was a member of the Jane Austin Society. Jennifer started volunteering for the Library in 2008. As a volunteer, she assisted with circulation and special events. Jennifer also facilitated Bookworm discussions when Jeanne Green was absent. Jennifer then worked as a library employee from 2009 – 2012.

After leaving the Library to care for her daughter, Jennifer continued to be actively involved. She enrolled her daughter Victoria in Babygarden Story Times. Jennifer was instrumental in the Library's decision to start offering a Twozees Story Time to help children transition from Babygarden Story Times to Preschool Story Times. As a founding member of the HEB MOMS Club, Jennifer promoted library programs and often invited other parents to meet her at the Library for story time. Upon Jennifer's death at the age of 41, the family requested that in lieu of flowers, donations be made to Jennifer's favorite place, the Bedford Public Library. The Library has received over \$3,000 in donations in memory of Jennifer.

Since opening in 2011, the Bedford Public Library Foundation has sold the Naming Rights to the Technology Center, Sarah Sisson Conference Room and the McGlinchy Study Room. City Council

also approved naming the large conference room in honor of Bonnie Finn, former Library Director, after receiving a petition from the Bedford Library Friends. The starting value of the Discovery Room is \$9,000. There are several rooms that have not had naming rights acquired including the large conference room, meeting room, Story Time Theater, Discovery Room, and five study rooms.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution accepting the nomination of the Discovery Room at the Bedford Public Library to be named Jennifer's Discovery Room by the Bedford Library Bookworms and the Hurst-Euless-Bedford Moms Offering Moms Support Club.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Resolution  
Bedford Library Bookworms Letter & Petition  
Hurst-Euless-Bedford MOMS Letter & Petition  
Policy for Naming/Renaming or Dedicating City  
Facilities and Property

RESOLUTION NO. 14-

A RESOLUTION ACCEPTING THE NOMINATION OF THE DISCOVERY ROOM AT THE BEDFORD PUBLIC LIBRARY TO BE NAMED THE JENNIFER'S DISCOVERY ROOM BY THE BEDFORD LIBRARY BOOKWORMS AND THE HURST-EULESS-BEDFORD MOMS OFFERING MOMS SUPPORT CLUB.

WHEREAS, the City Council of Bedford, Texas approved the "Policy for Naming/Renaming or Dedicating City Facilities and Property" on July 14, 2009; and,

WHEREAS, the City Council of Bedford, Texas recognizes the contributions of Jennifer Bubics to the Bedford Public Library.

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

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

SECTION 2. That the City Council accepts the nomination of the Discovery Room at the Bedford Public Library to be named after Jennifer Bubics by the Bedford Library Bookworms and the Hurst-Euleless-Bedford Moms Offering Moms Support Club.

SECTION 3. That the City Council hereby designates the Discovery Room at the Bedford Public Library to be named Jennifer's Discovery Room.

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

PRESENTED AND PASSED this 22nd day of July 2014, 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

**Naming Rights Petition**

April 1, 2014

A petition of the Bedford Library Bookworms

Addressed to:

Mayor Jim Griffin and the Bedford City Council  
Bedford Library Advisory Board

We the undersigned would like to bring this request before you with recommendation to rename the Bedford Library's Discovery Room to Jennifer's Discovery Room.

**History:**

Jennifer Lee Bubics was a strong advocate for children's literacy in our community, a volunteer for the City of Bedford in many capacities, a beloved employee of the Bedford Public Library and a loyal friend to all she met.

Jennifer was also an active member of the Bedford Library Bookworms and a founding member of the MOMS group of HEB.

She passed away on February 7, 2013 at the age of 41, leaving behind a spouse and two young daughters.

At present, monetary gifts in the sum of \$3,000 have been donated to the library in Mrs. Bubic's honor.

The Bedford Bookworms is pleased that the Bedford Library Foundation and the Bedford Library employees support this request for change.

Agreed upon by the following people:

1. Mary B. Attaya 817-684-8728
2. Margaret Chokas 817-354-7731
3. Jimmy R. Jones 817-684-0956
4. Nancy Watts 972-790-4737
5. Virginia Duke 817-254-7393
6. Gayle Guthrie 817-500-7141
7. Marianne Wilson 817-905-3423
8. Douglas R. Allbach 817-788-2652
9. Carolyn Cockerell 682-325-4165
10. Donna Housey 817-835-0993
11. Leone Lewis ?
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_
22. \_\_\_\_\_
23. \_\_\_\_\_
24. \_\_\_\_\_
25. \_\_\_\_\_

Name	Address	City	Phone Number
Allbach, Douglas	1116 Carousal DR	Bedford, TX 76021	817-788-2652
Attaya, Mary	2700 Parkview LN	Bedford, TX 76022	817-684-8721
Chokas, Margaret	1757 Woodhill CT	Bedford, TX 76021	817-354-7731
Cockerell, Carolyn	1213 Timber View DR	Bedford, TX 76021	682-325-4165
Housey, Donna	2245 Bedford CIR	Bedford, TX 76021	817-835-0993
Jones, Jimmy Ray	2933 Everest DR	Bedford, TX 76021	817-684-8956
Lewis, Leone	2520 Central Drive #1527	Bedford, TX 76022	972-489-6468
Wilson, Marianne	1008 Boston BLVD	Bedford, TX 76022	817-905-3423
Guthrie, Gayle	1717 Lakewood BLVD	Euless, TX 76039	817-500-7141
Duke, Virginia	400 Glade RD #701	Grapevine, TX 76051	817-254-7393
Watts, Nancy	1705 W. 11 <sup>th</sup> ST	Irving, TX 75060	972-790-4737

To Whom It May Concern:

We are a group of mothers who belong to the Hurst-Euless-Bedford MOMS (Moms Offering Moms Support) Club. Jennifer Bubics became a member of our group in 2010 when her daughter Victoria was an infant and quickly became both well-known and well-liked. The mothers in our club were grief-stricken by her sudden and tragic death in 2013 just weeks before her second daughter was due to be born.

Jennifer was a friendly, classy, intelligent and witty woman. Exchanges with Jennifer would always make the members of our group laugh, think and feel uplifted. She was completely in love with motherhood, was actively involved in her community, and was a voracious reader. Just three months before her untimely death she hosted a "Mom's Night Out" and invited our members to exchange and chat about books.

As a part-time employee at the Bedford Public Library and a mother who regularly attended Babygarden story time with her daughter, Jennifer was an active promoter of the Library. She met and cultivated friendships with some members of the HEB MOMS Club at the Bedford Public Library. Other members were often invited to attend story time or meet in the children's section of the library for play dates.

The members of the HEB MOMS Club are strongly in favor of renaming the children's "Discovery Room" at the Bedford Public Library to "Jennifer's Discovery Room." Doing so would honor our dear friend, her love of our community, her love of reading, and her love for her young daughters Victoria and Elizabeth.

Our club has raised \$250 in Jennifer Bubics' memory, which we have voted to donate to the library in order to show our commitment to "Jennifer's Discovery Room."

Thank you,

The members of the Hurst-Euless-Bedford MOMS Club

Name: Kimberly Stone      Signature: Kimberly Stone  
Address: 8704 Lake Springs Trl.      Zip: Hurst 76053  
Phone: 817-595-9303

<b>Name</b>	<b>Address</b>	<b>City</b>	<b>Phone Number</b>
Casey, Carey	1308 Country Meadows Dr.	Bedford, TX 76021	817-925-8151
Casey, Ryan	1308 Country Meadows Dr.	Bedford, TX 76021	817-925-8151
Casey, Shellina	1308 Country Meadows Dr.	Bedford, TX 76021	817-925-8151
Dunlap, Debra	929 Clear View Drive	Bedford, TX 76021	214-562-7527
Fridge, Monica	2632 Britney Circle	Bedford, TX 76022	817-690-7188
Gechter, Susan	3609 Windsong Lane	Bedford, TX 76021	817-545-2039
Henderson, Cheryl	2336 Sonagate Drive North	Bedford, TX 76021	817-268-1044
Kaspar, Jackie	3852 Misty Glen Ct	Bedford, TX 76021	817-684-8520
Katkic, Lora	225 Carolyn Drive	Bedford, TX 76021	817-514-6168
Patino, Tosca	2400 Oakridge Court	Bedford, TX 76021	817-269-5984
Porrata, Trece	1604 Timber Glen	Bedford, TX 76022	972-489-6468
Toms, Kathleen	2104 Sunrise Court	Bedford, TX 76021	817-925-8142
Toms, Mark	2104 Sunrise Court	Bedford, TX 76021	817-925-8142
Watts, Lindsey	3009 Magnolia Lane	Bedford, TX 76021	817-320-6395
Weissenstein, Michelle	1105 Amherst Drive #3042	Bedford, TX 76021	210-897-9910
Williams, Larry	PO Box 211295	Bedford, TX 76095	817-925-8191
Arnold, Elizabeth	606 Serenade Lane	Euless, TX 76039	262-366-7584
Gandarilla, Juliana	9090 Rushing River Drive	Fort Worth, TX 76118	817-537-2249
Guest, Erica	3240 Silent Creek Trail	Hurst, TX 76053	469-682-8152
Hall, Christina	405 Brookview Drive	Hurst, TX 76054	817-846-4003
Janczylik, Rachel	2314 Dewitt St	Irving, TX 75062	682-433-4947
Javok, Nicki	1133 Harris Avenue	Hurst, TX 76053	817-590-8229
Moore, Amy	3656 Blue Spruce Drive	Euless, TX 76040	817-266-4722
Smith, Cathy	401 E Whitener Road	Euless, TX 76040	817-929-2283
Spyker, Kelly	2224 Hurst View	Hurst, TX 76054	817-353-1240
Stone, Kimberley	2704 Lake Springs Trail	Hurst, TX 76053	817-595-9303
Ulrick, Mary	2615 Needles St	Euless, TX 76040	817-917-1921

**City of Bedford**  
**Policy for Naming/Renaming or Dedicating**  
**City Facilities and Property**

**I. Purpose**

To provide a formal process for the City Council of the City of Bedford (the “City Council”) to evaluate proposals for the naming/renaming or dedicating of city facilities and property such as streets, buildings, rooms, gardens, parks or features within or outside a building (“City Facility”). It is the intent of the City of Bedford (the “City”) to review all requests for naming/renaming or dedicating, evaluate each request in accordance with the following guidelines, and provide recommendations to City Council concerning the naming of a City Facility

**II. Process**

To request a name for a City Facility, an Applicant should submit a written request to the City Council through the City Manager’s office. An Applicant may obtain a copy of the Naming Guidelines from the Library Administration located at 1805 L. Don Dodson Drive, Bedford, TX 76021, the Parks Administration located at 2140 L. Don Dodson Drive, Bedford, TX 76021, or the City Secretary’s Office at 2000 Forest Ridge Drive, Bedford, TX 76021. The application should clearly state the name of the requesting person, entity or organization along with the name, address and phone number of a contact person, and the exact name being requested for a City Facility. The request must include all information as stated in the Naming Guidelines below and verified by City staff. Upon receipt of all information, the City staff will review the application and request any clarification as needed.

**III. Guidelines for Naming/Renaming or Dedicating a City Facility**

- A. Proposed names for a City Facility may include one of the following:
1. An adjacent street to a new or current City Facility;
  2. Predominant physical features (such as lakes, rivers, creeks, etc.) in or adjacent to a new or current City Facility;
  3. The subdivision in which a new or current City Facility is located;
  4. A significant historic feature or event that would warrant having a new or current City Facility bear the name;
  5. A person, entity or organization that has made exceptional contributions to the City of Bedford. Exceptional contributions that would warrant having a new or current City Facility bear the name including, but not limited to:

- a) Donating or contributing a significant amount of funding for the construction, reconstruction, renovation, or furnishing of a new or current City Facility.
  - b) Providing direct and significant volunteer services benefiting the public as a local or community leader.
- B. Persons currently holding a local elected office or serving on a Board or Commission may not be considered for having his or her name be considered for naming or a new or current City Facility.
- C. The City Council reserves the right to deny an application for Naming/Renaming or Dedicating a City Facility from any person, business or organization. The consideration by the City Council will not be based on race, age, color, religion, sex, ancestry, national origin, disability, or place of birth but on what the City Council and or City staff determines in its sole discretion to be in the best interest for the City.

#### **IV. Procedures for Naming/Renaming or Dedicating a City Facility**

- A. A person, entity or organizations shall submit a written nomination for the naming of a new or current City Facility, along with any information deemed necessary to support the justification for such request, to the City Manager's Office located at 2000 Forest Ridge Drive, Bedford, TX 76021. The nomination shall include, but not be limited to:
- 1. Reasons for the proposed name or dedication of a new or current City Facility;
  - 2. Evidence of community support for the proposed name or dedication of a new or current City Facility;
  - 3. Petitions, if submitted, must state the intent and include printed names, signatures, addresses, zip codes and telephone numbers of each signer as proof of residency supporting the naming or dedication of a new or current City Facility.
- B. The City Manager, or his/her designee, shall:
- 1. Review the nomination in accordance with Section III of the guidelines;
  - 2. Research, review and study the supporting documentation; and
  - 3. Forward recommendation to the City Council for review.



# Council Agenda Background

**PRESENTER:** Maria Redburn

**DATE:** 07/22/14

**Council Mission Area:** Encourage citizen involvement.

**ITEM:**

Consider a resolution authorizing the City Manager to dispose of obsolete, worn, or infrequently used library materials by donating them to the Bedford Library Friends.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

On July 11, 2000, the City Council passed a resolution authorizing the City Manager to dispose of surplus property by the best means possible. After reviewing this with the City Attorney, staff is recommending the adoption of a specific resolution for the disposal of surplus library materials by donating them to the Bedford Library Friends to make it clear that this practice is the best means possible.

The Bedford Library Friends is a nonprofit organization, whose desire is to perpetuate the growth and to promote the interest and the welfare of the Bedford Public Library as a cultural and educational asset to the City of Bedford. They promote the donation of books, magazines, desirable collections, endowments and bequests. They engage in money making projects to supplement the income of the Library for expanded service to the public and they provide volunteer help whenever needed.

Library materials that have been damaged, are out of date, contain information that is no longer relevant, or are no longer being used by the public are pulled from the collection and discarded to keep the collection relevant and useful to the citizens of Bedford.

Once materials are deemed surplus, they are sold by the Bedford Library Friends in the bookstore or at a book sale. Money from the sale of the materials is used by the Bedford Library Friends to enhance Library programs, services and operations. The Bedford Library Friends donate \$10,000 - \$12,000 annually to the Bedford Public Library.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to dispose of obsolete, worn or infrequently used library materials by donating them to the Bedford Library Friends.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Resolution

**RESOLUTION NO. 14-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO DISPOSE OF OBSOLETE, WORN, OR INFREQUENTLY USED LIBRARY MATERIALS BY DONATING THEM TO THE BEDFORD LIBRARY FRIENDS.**

**WHEREAS, the City Council of Bedford, Texas does not have use or need of obsolete, worn or infrequently used library materials; and,**

**WHEREAS, the Bedford Library Friends have supported the Bedford Public Library since 1998; and,**

**WHEREAS, the Bedford Library Friends sell withdrawn library materials to raise money to support the Bedford Public Library.**

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

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

**SECTION 2. That the City Council authorizes the City Manager to dispose of obsolete, worn, or infrequently used library materials by donating them to the Bedford Library Friends.**

**PRESENTED AND PASSED this 22nd day of July 2014, 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**

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



# Council Agenda Background

**PRESENTER:** Clifford Blackwell, CGFO,  
Director of Administrative Services

**DATE:** 07/22/14

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

**ITEM:**

Consider a resolution accepting the revised and updated City of Bedford Purchasing Policy and Procedures.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

In 1993, the City Council approved a purchasing policy as recommended by the City's auditing firm. At that time, the policy reflected the statutory requirements per chapters 252 and 271 of the Texas Local Government Code. Within the framework of the policy, except as provided by state law, formal sealed bid procedures must be used for all purchases involving anticipated expenditures in excess of \$15,000.

In 2001, State law changed the competitive bidding requirement to \$25,000; however, the current policy still required expenditures in excess of \$15,000 to have City Council approval, regardless if the item was previously approved by the City Council during the budget process. By 2007, the competitive bidding requirement was increased to \$50,000. The current policy; however, requires the City Council to approve expenditures exceeding \$15,000 even if the expenditure is less than \$50,000.

Last fiscal year, the City Council approved eleven items by consent that were budgeted purchases greater than \$15,000 but less than \$50,000. In addition, during that same period, the City Council also approved eighteen items by consent that were budgeted contractual agreements greater than \$15,000 but less than \$50,000.

In comparison to other municipalities within the Dallas/Fort Worth area, the cities of Allen, Cedar Hill, Coppell, Desoto, Euless, Farmers Branch, Flower Mound, Haltom City, Keller, Lancaster, Richardson, Rowlett, Wylie and Duncanville have all their City Council thresholds to \$50,000, which is consistent with state law. The City of Rockwall has a threshold of \$25,000, and Grapevine maintains a threshold of more than \$15,000 that requires the approval of its city council.

Staff has updated and revised the current purchasing policy to reflect existing provisions in State law as well as increase the maximum amount that may be purchased prior to City Council awarding of the bid to purchases exceeding \$50,000. The revision only applies to budgeted expenditures. Should an unforeseen and unbudgeted expense exceeding \$25,000 become necessary, it will require the approval of the City Council to authorize that expenditure.

The entire purchasing policy is updated to reflect the highest ethical standards as well as standard purchasing practices that are fair and without bias. In addition, the policy is updated to mirror any future changes in State law.

Therefore, staff is recommending that the City Council accept the revised purchasing policy and procedures.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution accepting the revised and updated City of Bedford Purchasing Policy and Procedures.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Resolution  
Purchasing Policy 2014  
Appendix G – Change Order Forms  
Purchasing Policy 1993

RESOLUTION NO. 14-

**A RESOLUTION ACCEPTING THE REVISED AND UPDATED CITY OF BEDFORD PURCHASING POLICY AND PROCEDURES.**

**WHEREAS, the City of Bedford has been operating under the current purchasing policy approved by the City Council in November 1993; and,**

**WHEREAS, the current policy needs to be amended to conform to state law requirements; and,**

**WHEREAS, the City Council of Bedford, Texas has agreed to the revisions of the updated policy.**

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

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

**SECTION 2. That the City of Bedford Purchasing Policy and Procedures as attached hereto, is hereby approved and adopted by the City Council. From the effective date of this resolution all City purchases of goods and/or services by City staff shall be conducted in accordance with the City of Bedford Purchasing Policy and Procedures.**

**SECTION 3. That any prior resolutions inconsistent with this resolution are hereby repealed.**

**PRESENTED AND PASSED this 22nd day of July 2014, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.**

\_\_\_\_\_  
**Jim Griffin, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Stan Lowry, City Attorney**



**CITY OF BEDFORD**  
**PURCHASING**  
**POLICY & PROCEDURES**

**As Submitted to the City Council**

**July 22, 2014**

**Reserved for Table of Contents**

# INTRODUCTION

## PURPOSE

The purpose of this policy is to establish standard practices and procedures to create an efficient and effective purchasing program for the City of Bedford, Texas. It is the intention to provide guidance and instruction to all employees for the purchasing process.

These procedures have been developed to aid departments in making purchases that (a) will be in accordance with applicable State Law and Local Charter requirements regarding competitive bidding, (b) allow the goods or services required by the department to be obtained at the best value to the City, and (c) have the proper authorization, account coding, and documentation sufficient to ensure budgetary and audit control.

Regardless of the expenditure, it is the policy of the City of Bedford to garner competition that produces the highest quality of goods and services at the lowest possible price whether the item or service is subject to bid or not. Each Department is charged with ensuring the timely availability of needed goods, services and supplies, as well as establishing procedures and controls in the purchasing process to comply with all applicable laws and regulations. In addition, it is the policy of the City to allow the City Council to make the final award on any expenditure exceeding the dollar amount governed by the State Competitive Bid Law, or City Ordinance whether the item is subject to bid or not.

Should any portion of this policy no longer meet the statutory requirements per the Texas Local Government Code as well as the Texas Government Code due to legislative changes, this policy will abide by State Law. Therefore, all sections of the policy in conflict with new statutory requirements will be repealed.

## **PURCHASING CODE OF ETHICS**

Public employment is a public trust. Therefore, it is the policy of the City of Bedford to promote and balance the objective of procurement by prescribing essential standards of ethical conduct. The principles of this standard of conduct derives from the same principles as adopted by the Institute of Supply Management.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the procurement process for the City of Bedford.

## **ETHICAL STANDARDS**

It shall be considered a breach of the ethical guidelines set forth in the Employee Handbook and the Ethics Ordinance should staff attempt to realize personal gain by exercising power or duties through employment with the City of Bedford that demonstrates any conduct inconsistent with proper discharge of the employee's duties.

It shall be considered a breach of the ethical guidelines for any employee of the City of Bedford to participate directly or indirectly in procurement when the employee knows any member of the employee's immediate family or any other City employee/elected official has a financial interest pertaining to the procurement or has an arrangement concerning prospective employment through that business.

It shall be considered a breach of ethical guidelines for any employee of the City of Bedford to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification, or procurement standard pertaining to any program requirement, or a contract or subcontract or to any solicitation or proposal therefore pending before this government.

It shall be considered a breach of ethical guidelines for any payment, gratuity or offer of employment to be made by or on behalf of any contractor or subcontractor, for any contract with the City of Bedford, or any person associated therewith, as an inducement for the award of a contract before this government.

It shall be considered a breach of ethical guidelines for any employee of the City of Bedford to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

## **VENDOR RELATIONSHIPS**

Establishing relationships with vendors is an important function for the City and the vendor. Each department will be responsible for maintaining points of contact between itself and the vendor.

When interviewing representatives from vendor companies, the following should comply:

1. Fairness when dealing with vendor representatives.
2. Cooperating with representatives but not to the detriment of the City.
3. Being truthful and honest in every transaction.
4. Respecting the confidence of each representative.
5. Avoiding any personal obligation to the representative.
6. Maintaining a professional relationship devoid of personal feelings.
7. Encouraging vendors whose policies mirror the City's Affirmative Action Plan.
8. Promoting the good will of the City.

Authority to purchase from a vendor shall never be flaunted or used to in a manner that suggests influential favors and any behavior that does not represent of the good will of the City.

### **City employees shall not accept gratuities from vendors.**

Confidential information received from a vendor representative must be handled in strict confidence and should not be revealed to competing firms. If such information is not identified as confidential, judgment shall be made as to what may or may not be revealed. This judgment shall be based on the effect with which the action taken will have on the City of Bedford considering economics, integrity, fairness and good will. However, any information defined as "public record" or "public information" pursuant to City ordinance or State statute shall be available to the public through the normal open records process.

Samples should only be taken if it has little intrinsic value to avoid an obligation for special consideration or reporting the test results to the vendor.

## **DUTIES AND RESPOSILITIES OF THE DEPARTMENT MAKING PURCHASES**

Section 3.02 of the Home Rule Charter describes the City Manager as the chief executive officer and head of the administrative branch of the city government. The City Manager is responsible to the City Council for the proper administration of all affairs for the City of Bedford.

Therefore, it is established by the City Council that authority to purchase goods and services for the City of Bedford is given to the City Manager. And the City Manager gives all department managers the authority to oversee purchases, in an effort to ensure the purchasing policy guidelines are met. Moreover, the City Council has authorized staff to purchase **budgeted** goods and services for the City of Bedford in accordance with this policy up to \$50,000 without additional approval from its governing body. However, in the event an unbudgeted expense occurs that is greater than \$25,000, it will require the approval of the City Council before the goods and/or services can be purchased.

All contracts and agreements must be reviewed by the City Attorney prior to execution. In addition, all contracts greater than \$50,000 between the City of Bedford and a third party vendor will require City Council approval.

Each department is responsible for meeting all purchasing requirements for goods and services as prescribed in Chapters 252 and 271 of the Texas Local Government Code and the City Code of Ordinances.

Each department must support and enforce the procedures and guidelines outlined in this document which includes conducting the purchasing activity on behalf of the City in an honest and impartial manner that will encourage competitive bidding and attract reputable suppliers.

Each department will work with other governmental entities in cooperative purchasing programs whenever it is in the best interest of the City.

Each department is responsible for investigating and reporting any likely collusion among bidders as well as suppliers and City personnel.

Each department will control the cost of the procurement operation and monitor its spending in order to maximize the most efficient use of City funds.

## **PURCHASING POLICY STATEMENT**

### **PURCHASES OF \$ 3,000 OR LESS**

Purchases for non-contracted goods and services that total \$3,000 or less per commodity require no quotation. When a purchase is made for \$3,000 or less, departments are encouraged to use their city issued procurement card. Refer to Purchasing Card Manual (Appendix A) for detailed procedures. If a vendor does not accept the purchasing card or the purchaser does not have a City Purchasing Card, departmental purchase orders can be obtained from the Finance Department. The necessary steps for completion of this Purchase Order form (Attachment B) and processing for payment are as follows:

1. Complete the date, vendor, description of the goods or services, and obtain the proper departmental authorization from a Department Director **before** the purchase.
2. Present the original signed copy to the vendor at the time of purchase and obtain a sales receipt or invoice documenting the sale.
3. Attach the **original** sales receipt or invoice to a copy of the purchase order and forward to the Finance Department along with a request for payment processing.

### **PURCHASE OF AT LEAST \$3,000 BUT NOT EXCEEDING \$50,000**

All purchases exceeding \$3,000 but less than \$50,000 will require written quotes. Three (3) written quotes, if possible, will be obtained by the department making the purchase. Telephone/verbal quotes WILL NOT be accepted.

The quotes can be obtained by having vendors fill in a portion of the Evaluation Form (see Appendix D). No quote will be accepted without the vendor signature and date the form was submitted. In addition, a vendor can submit a quote using its own letter-head document or email. Should the vendor email a quote to the department, or fax a quote using its own letter-head document, the requesting department will print the email or take the fax and attach it to the Evaluation Form.

1. A qualifying quote shall include name of vendor, individual's name providing quote, contact information, and dollar amount of quote.
2. In accordance with Section 252.0215 of the Texas Local Government Code, Departmental personnel shall contact at least two (2) Historically Underutilized Businesses (HUB's) on a rotating basis, based on information provided by the [Texas] Comptroller pursuant to Chapter 2161 of the Government Code. If the list of HUB's fails to identify a HUB in Tarrant County this requirement is WAIVED.
3. If a purchase is exempt under Local Government Code 252 or can be purchased under a State of Texas contract, an inter-local agreement on file with the City, or another already authorized competitively bid or cooperative purchasing agreement this requirement can also be WAIVED.

**General exemptions to Section 252.0215 of the Texas Local Government Code would include:**

- A. A purchase made because of a public calamity that requires immediate appropriation of money to relieve the necessity of the Bedford residents or preserve property of the City.
- B. A purchase necessary to preserve or protect the public health or safety of Bedford residents.
- C. A purchase for personal, professional, or planning services.
- D. A purchase for work that is performed and paid for by the day as the work progresses.
- E. A purchase of land or right-of-way property.
- F. A purchase of items that are available from **ONLY one source must first complete the Request for Sole Source Procurement Form (see Appendix C). A purchase of this type of item includes:**
  - 1. Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
  - 2. Films, manuscripts, or books;
  - 3. Gas, water, and other utility services;
  - 4. Books, papers, and other library materials for public library are available only from the persons holding exclusive distribution rights to the materials; and
  - 5. Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.
- G. A purchase of rare books, papers, and other library materials for a public library.
- H. Paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements.
- I. A public improvement project, already in progress, authorized by the voters of Bedford, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters.
- J. Any other exemptions listed under Section 252.022 of the Texas Local Government Code.

## **PURCHASE OF GREATER THAN \$50,000**

### **COMPETITIVE REQUIREMENTS FOR PURCHASES:**

Per Section 252.021 of the Texas Local Government Code, a department may use the competitive sealed proposal procedure for the purchase of goods or services, including high technology items and insurance that exceeds \$50,000. All purchases for an item or items whose aggregate total cost will be over \$50,000 must be processed as formal bids. In addition, these purchases must be approved by the City Council. **Under no circumstances will a purchase be split to avoid the requirement for City Council approval, which is required for all purchases over \$50,000.**

The competitive bidding procedure as provided herein shall be used for the award of all contracts subject to the provisions of this section, except that in the case of 'high technology procurements'. The City may follow the competitive sealed proposal procedure. Per Section 252.001 'high technology procurements' is defined as the procurement of equipment, goods, or services of a highly technical nature, including: 1) data processing equipment and software and firmware; 2) telecommunications equipment and radio and microwave systems; 3) electronic distributed control systems, including energy management systems; and 4) technical services related to those items.

The Texas Local Government Code allows for municipalities to receive bids or proposals through electronic transmission if the governing body adopts rules to ensure the identification, security, and confidentiality of the electronic bids or proposals. **It is the policy of the City of Bedford, to NOT accept bids or proposals through electronic transmissions.**

### **NOTICE REQUIREMENTS**

- A. If the competitive sealed bidding requirement applies to the contract, a notice of the time and place at which the bids will be publicly opened and read aloud must be published once a week for two consecutive weeks in a newspaper of general circulation within the City. The first publication must be before the 14<sup>th</sup> day before the date set to publicly open the bids and read them aloud. If no newspaper is published, the notice must be posted at City Hall for 14 days before the date set to publicly open the bids and read them aloud. (See Appendix E)
- B. If the competitive request for proposals applies to the contract, a notice for the request for proposals must be given in the same manner as that prescribed in subsection 'A' above.
- C. If the contract is for the purchase of machinery for the construction or maintenance of roads or streets, the notice for bids and the order for purchase must include a general specification of the machinery desired.
- D. Should the City Council intend to issue time warrants for the payment of any part of the contract, the notice must include a statement of:
  1. The City Council's intention;
  2. The maximum amount of the proposed time warrant indebtedness;
  3. The rate of interest the time warrants will bear; and
  4. The maximum maturity date of the time warrants.

## **BID REQUEST INFORMATION**

Bid request (sealed bids) and informal quotes (for purchases under \$50,000) have the same basic requirements. The request must convey the item needed, quantity needed, and a detailed description (specifications). The request must be given to each vendor with the same information to avoid confusion and to keep all the bidders on the same playing field. With sealed bids the information will be more precise. In either case any changes that arise about the specification must be sent to all potential bidders before the closing of the request.

Bid request publication (assigning Bid Reference Number) and Bid opening will be processed by the requesting department, with specifications. Advertising and Bid Openings will also be the responsibility of the department.

The department will review all sealed Request for Bids and assign the Bid Reference Number.

Bid request must have the following: Cover Sheet, indicating Bid Reference Number, date of opening and location, instructions to bidders, specifications, quote sheet, authority to quote, and references form attached.

Bid request for construction projects, large service contracts and other projects that may require additional input from potential vendors and contractors, should have a Pre-Bid conference prior to the opening of the bids. This will give time to amend the Bid Request to include changes to the specifications and prevent any confusion as to the details of the request.

## **BID QUOTE SPECIFICATIONS**

Specifications are necessary for an accurate description of the material, or equipment or service to be purchased. The following procedures are guidelines for the specifications process.

The department will develop written specifications for the purchase of supplies, equipment and services contracts. This cooperation will establish quality level, pricing strategies and standardization where practical. The department will be responsible to ensure a competitive environment and the state statutes are followed.

Specifications should be written with these items as a guide:

- A. As simple as possible, but specific enough as to the required needs to avoid ambiguity and misinterpretation of the specifications.
- B. Identify products when possible by brand name, but only as far as minimum desired specifications and quality. When using brand name include the wording "approved or equal" in the specifications.
- C. Whether or not the product needs to match or be compatible with existing products or equipment.
- D. Flexible when possible, but always with the best interest of the City in mind.
- E. Include contingencies if needed.

- F. Plans and drawings if required.
- G. As good an estimate on quantities as possible.
- H. Specifications are not unnecessarily restrictive to one vendor.
- I. If the purchase is a multi-year annual renewable contract, a price increase may be allowed at each renewal period. The amount of the increase allowable must be stated in the specifications. Example: allowable increase no more than 5% and based on the Labor or Price Index for the service or commodity.
- J. Transportation cost (FOB City of Bedford), delivery cost, set-up fees, maintenance manuals, training, special maintenance tools should be included in the pricing.
- K. Delivery time and date required by the City.
- L. Warranty statement from vendor.
- M. Contractor's bond as needed or applicable.

Specification sources can come from vendors, manufacturers, other City, County and State purchasing offices.

### **REQUESTS FOR PROPOSALS**

All requests for items to be purchased by request for proposal must follow the same procedure as any other request for item(s) estimated to cost over \$50,000, including providing a public notice in the same manner as those for competitive sealed bidding.

The request for proposals shall specify the relative importance of price and other evaluation factors and the award of the contract shall be made to the responsible offer on whose proposal is determined to be the most advantageous to the City, taking into consideration the relative importance of price and other evaluation factors set forth in the Request for Proposals.

Discussions in accordance with the terms of a request for proposals and with regulations adopted by the City Council may be conducted with offerors who submit proposals and who are determined to be reasonably qualified for the award of the contract. Offerors shall be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the best final offers, revisions may be permitted after submissions and before the award of the contract.

## **AWARD OF CONTRACT EVALUATION CRITERIA**

Under the competitive bidding requirement, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the BEST VALUE for the City. In determining the BEST VALUE, the City may consider but is not limited to the following criteria:

1. The purchase price;
2. The reputation of the bidder and of the bidder's goods or services;
3. The quality of the bidder's goods or services;
4. The extent to which the goods or services meet the City's needs;
5. The bidder's past relationship with the City;
6. The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7. The total long-term cost to the City to acquire the bidder's goods or services; and
8. Any relevant criteria specifically listed in the request for bids or proposals.

Before awarding the contract, the City must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City.

## **COMPETITIVE BIDDING REQUIREMENTS FOR CONSTRUCTION CONTRACTS:**

Per Section 252.043 of the Local Government Code, the contract must be awarded to the lowest responsible bidder if the competitive sealed bidding requirement applies to the contract for the construction of the following; unless the construction project requires an expenditure of \$1.5 million or less that may be awarded using the competitive sealed proposal procedure prescribed in Subchapter D, Chapter 2269 of the Government Code:

1. Highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance facilities, wharves docks, airport runways and taxiways, drainage projects, or related civil engineering construction projects; or
2. Buildings or structures that incidental to projects that are primarily civil engineering construction projects.

## **COMPETITIVE BIDDING METHOD FOR FACILITY CONTRACTS**

Per Section 2269.101 of the Government Code, a municipality shall contract for the construction, alteration, rehabilitation, or repair of a facility only after the entity advertises for bids for the contract in a manner prescribed by law, receives the competitive bids and awards the contract to the lowest responsible bidder. In pursuit of the contract, a municipality shall:

1. Select or designate an architect or engineer to prepare construction documents for a project to be awarded by competitive bidding.

2. Prepare a request for competitive sealed proposals that includes construction documents, estimated budget, project scope, estimated project completion date, and other information that a contractor may require to submit a bid.
3. Receive, publicly open, and read aloud the names of the offerors and their bids as part of its evaluation process.
4. Document the basis of its selection and make the evaluation public no later than the seventh day after the date the contract is awarded..

### **COMPETITIVE SEALED PROPOSAL METHOD FOR FACILITY CONTRACTS**

Per Section 2269.151 of the Government Code, a municipality requests for proposals, ranks the offerors, negotiates as prescribed, and then contracts with a general contractor for the construction, rehabilitation, alteration, or repair of a facility. In pursuit of the contact, a municipality shall:

1. Select or designate an architect or engineer to prepare construction documents for the project.
2. Prepare a request for competitive sealed proposals that includes construction documents, selection criteria and the weighted value for each criterion, estimated budget, project scope, estimated project completion date, and other information that a contractor may require to respond to the request.
3. Receive, publicly open, and read aloud the names of the offerors and any monetary proposals made by the offerors.
4. Evaluate and rank each proposal submitted in relation to the published selection criteria not later than the 45<sup>th</sup> day after the date on which the proposals are opened.
5. Select an offeror that submits the proposal that offers the best value for the City based on the selection criteria in the request for proposal and the weighted value for those criteria in the request for proposal; and its ranking evaluation.
6. The City shall first attempt to negotiate a contract with the selected offeror through itself and the architect, or engineer, to discuss options for a scope or time modification and any price change associated with the modification.
7. If the City is unable to negotiate a satisfactory contract with the selected offeror, the City shall formally, and in writing, end negotiations with the offeror and proceed to the next offeror in order of the selection ranking until a contract is reached or all proposals are rejected.

## RECEIPT OF PURCHASED GOODS AND MATERIALS

The Department making the purchase for goods and materials is responsible for the receipt and inspection of those supplies. If a discrepancy is found, it is the responsibility of the ordering Department to notify the vendor and correct the order. Inspection of the delivery should be done when the delivery is made to ensure the condition and quantity is correct.

The Department making the purchase is responsible for the payment requisition issued to Accounts Payable. The payment requisition must include the invoice from the vendor and coded to the proper Department line item account number.

### PURCHASING THROUGH ESTABLISHED CONTRACTS

Purchasing from established contracts that have been properly bid and awarded in the prescribed manner can be handled through the department.

The commodity/service to be purchased **must** be on the awarded contract in order to fall under this procedure, if not, then the prescribed method must be used to make the purchase.

This procedure does not allow for the expenditure of funds above the limit of the awarded contract. If the purchase will exceed the awarded contract amount, a change order must be approved in accordance with the City of Bedford's change order policy.

When a contract is awarded, the department that has the budgeted funds will have the responsibility to oversee the management and direction of the vendor/contractor. If the contract is funded from several departments, a department designated by the City Manager will oversee the contract, (example; copiers).

**Note: Separate, Sequential or Component Purchases.** When determining the amount of the expenditure for goods or service, the total amount must be based on the normal way the commodity or service is purchased. That is, Texas statues prohibit the breaking into separate components or making sequential or separate purchases to avoid the competitive bidding process.

Also: **Do not avoid** the bidding requirements by underestimating the cost of goods or services to avoid the sealed bid process. If there is any estimate that the cost might exceed the \$50,000 statue, the sealed bid process and advertising requirements should be used.

## **REQUEST FOR QUALIFICATIONS (RFQ) - THE PROFESSIONAL SERVICES PROCUREMENT ACT**

Chapter 2254 of the Government Code defines a specific procedure the City shall follow before awarding a contract for professional services provided by a certified public accountant, architect, land surveyor, physician or surgeon, optometrist, real estate appraiser or professional engineer. The City shall make the award based on demonstrated competence and qualifications to perform the services. The City shall first select the most highly qualified provider, then attempt to negotiate with that provider a contract of fair and reasonable price.

## **STATE CONTRACTS AND INTERLOCAL AGREEMENTS**

As provided in Section 271.083 of the Local Government Code, the City may buy items from State contracts. This section of the Code requires local governments to designate a single point of contact (SPOC) to process orders. The City Manager or a designee is the only representative authorized to process requisitions with the State General Services Commission. Some Federal (GSA) contracts offered through the state may be used by the City without need for competitive bidding. In all cases involving cooperative purchasing programs, the requesting Department will seek comparative pricing to ensure the best value is obtained for the City.

## **INTER-LOCAL AGREEMENTS**

As provided in Chapter 791, Texas Government Code, and Chapter 271.102 of the Local Government Code, the City may enter into an inter-local agreement with another public entity in the United States for the purposes of pooling resources to obtain favorable pricing for goods and services. Inter-local Agreement purchases require City Council approval if exceeding \$50,000.

## **OTHER COOPERATIVE PURCHASING PROGRAMS**

The City of Bedford has established a number of cooperative purchasing agreements with many public entities and State and City Council-approved cooperatives. Among them are the Local Government Purchasing Cooperative (Buy Board); Texas Building and Procurement Commission, and others. All agreements are established for the purpose of achieving of maximizing savings to the City through pooling of economic buying power. A purchase from an approved cooperative satisfies the requirement for competitive bidding.

**See Appendix F for a complete listing of the Purchasing Cooperatives the City of Bedford participates in:**

## **ENFORCEMENT OF THE PURCHASING POLICY**

### **CRIMINAL PENALTIES (in accordance with Chapter 252.062 of Local Government Code)**

- A. A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.
- B. A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (A). An offense under this subsection is a Class B misdemeanor.
- C. A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by Subsection (A) or (B). An offense under this subsection is a Class C misdemeanor.

### **REMOVAL; INELIGIBILITY**

- A. The final conviction of a municipal officer or employee for an offense under Section 252.062 (a) or (b) results in the immediate removal from office or employment of that person.
- B. For four years after the date of the final conviction, the removed officer or employee is ineligible:
  - 1. To be a candidate for or to be appointed or elected to a public office in this State.
  - 2. To be employed by the municipality with which the person served when the offense occurred, or,
  - 3. To receive any compensation through a contract with that municipality.
- C. This section does not prohibit the payment of retirement or workers compensation benefits to the removed officer or employee.

## **CHANGE ORDER POLICY**

Changes to awarded contracts will be necessary from time to time. Amending an existing contract requires defined procedures and requirements. The State statutes requirements for increasing or decreasing an awarded contract are defined in Section 252.048 of Chapter 252 in the Local Government Code.

### **DEFINITIONS:**

**Change orders** are written and executed agreements entered into between contractor and owner covering alterations, changes, additions or deletions to the contract which are necessary or desirable for proper completion of the work.

**The City of Bedford Project Manager** is the administrative official employed by the City of Bedford who is directly responsible for handling the affairs of the project, such as a Staff Engineer or the Street and Drainage Superintendent.

**The Consultant Program Manager** is the individual representing any consulting firm hired by the City for the project in question who is directly responsible for handling the affairs of the project for the consulting firm.

1. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality may approve change orders making the changes.
2. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
3. If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to the City Manager or designee of the municipality to approve the change orders.
4. The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

### **1. PROJECT ALLOWANCE**

The Project Design Engineer/Architect may include allowances in the bid proposal of a project with a dollar amount attached not greater than 10% of the original contract amount.. Examples of allowance categories are as follows but are not limited to:

- |                                   |                             |
|-----------------------------------|-----------------------------|
| 1. Landscaping Allowance          | 5. Sanitary Sewer Allowance |
| 2. Tree/Shrub/Plant Allowance     | 6. Drainage Allowance       |
| 3. Fencing and Driveway Allowance | 7. Paving Allowance         |
| 4. Water and Plumbing Allowance   |                             |

## II. MONTHLY REPORT OF CHANGE ORDER ACTIVITIES

The Public Works Department or the department responsible for the change order shall present to the City Manger or designee a written report of all change order activity (by the 15<sup>th</sup> of the month for the previous month's activity).

### PROCEDURE:

A change order may be required on capital improvement projects (CIP) when additions, deletions, or revisions to the work are necessary. In all cases the change order will be handled according to the standard specifications attached to the original contract, and must relate to the type of work being performed in the contract. This policy will outline procedures City staff will follow to implement and process a change order.

## III. DETERMINING THE NEED FOR A CHANGE ORDER

**Discovery** - The Bedford Project Manager will be notified of the need for a change order by the Design Engineer, the Contractor, or by the Inspector's review of the project. All change order notifications should be submitted on a Change Order Request Form. The Project Manager will promptly check the plans, contract, and specifications to determine if a problem exists.

**Decision For a Change Order and Initial Notice** - The Consultant Program Manager will decide if a change order should be proposed. If a change order is needed, the Consultant Program Manager will notify the Bedford Project Manager and the Contractor that a change order is being considered and that any work involved with the change is not authorized until formal approval. The Consultant Program Manager will start the change order process.

**Inter-local Agreements** - For projects in which the City has entered into an Inter-local Agreement, change orders may require the approval of all parties to the Agreement. When required by the Interlocal Agreement, the change order will not be authorized until all parties have approved the change order in writing.

## IV. DEVELOPMENT OF A CHANGE ORDER

**Parts of the Change Order** - The change order is a contract amendment, and must include the following information:

1. A description of the change in plans or changes in work.
2. Quantities or units of work necessary to complete the change.
3. A listing of an item as an “existing” or “new” item with a justification of the unit cost for all new items.
4. The cost and/or time needed to complete the change, with explanations of each.
5. The reason for the change.

**The following procedures will outline how each part of the change order is developed.**

1. **Plan or Work Change** - Any change in plans or in the amount of work must be approved by the Bedford Project Manager and Design Engineer who originally signed the plans. The Consultant Program Manager will contact the Project Manager for assistance in plan revision.
2. **Quantities** - After the plans are modified, the Inspector will calculate the quantities necessary to implement the change. If a new item is needed, the Consultant Program Manager will notify the Contractor of the need for a price. (On some items, the Consultant Program Manager and Bedford Project Manager will be involved in negotiating prices.)
3. **Time** - The Consultant Program Manager will review the construction schedule to determine if the change in work requires a change in the contract construction time.
4. **Cost** - The Consultant Program Manager will calculate costs and draft a change order as soon as prices for the work items are available.
5. **Reason** - The reason for the change will be drafted by the Consultant Program Manager.
6. **Council Agenda Item** - When a Council Agenda Item is required it will be prepared by City staff.

## V. CHANGE ORDER APPROVAL AND ROUTING

- A. After the change order has been prepared, the Consultant Program Manager and the Bedford Project Manager will review.
- B. Depending on the amount of the change order, the following **signatures** will be required:
  - 1. **From \$0 to \$15,000** with prior written approval by the Bedford Project Manager.
    - a) Consultant Program Manager
    - b) Bedford Project Manager
    - c) Department Manager
  - 2. **Greater than \$15,000 to \$50,000**
    - a) Consultant Program Manager
    - b) Bedford Project Manager
    - c) Department Manager
    - d) City Manager or Deputy City Manager
  - 3. **Greater than \$50,000 (Council Agenda Item)**
    - a) Consultant Program Manager
    - b) Bedford Project Manager
    - c) Department Manager
    - d) City Manager or Deputy City Manager
    - e) City Council approval
  - 4. **Cumulative amount to exceed \$100,000 (Council Agenda Item)**
    - a) Consultant Program Manager
    - b) Bedford Project Manager
    - c) Department Manager
    - d) City Manager or Deputy City Manager
    - e) City Council approval

## **VI. EMERGENCY CHANGE ORDERS**

### **A. \$0 to \$50,000**

The Department Manager may authorize specific changes in emergency situations to protect lives or property. Such emergency change orders will be sent through the normal routing for signatures as soon as possible following the emergency authorization.

### **B. Greater than \$50,000**

The City Manager or designee may authorize specific changes in emergency situations to protect lives or property. Such emergency change orders will be placed on the next available council agenda for approval (see Attachment No. 1).

### **C. Accumulative amounts exceeding \$100,000**

When the accumulative amount of change orders exceeds \$100,000 on any given project, the change order that makes the amount exceed \$100,000 must be approved by Council action. For example, if all previous change orders total \$95,000 and a subsequent change order for \$6,000 is needed, then the \$6,000 change order needs Council approval because the total accumulated amount is \$101,000, which exceeds the \$100,000 limit.

## **VII. IMPLEMENTATION OF THE CHANGE ORDER**

After approval, the City staff will notify the Contractor that work is authorized.

**References: State of Texas Local Government Code and the North Central Texas Council of Governments (NCTCOG)**

**Attachments:** (SEE APPENDIX G)

- 1. Emergency Change Order Declaration Form**
- 2. Change Order Request**
- 3. Change Order Form**
- 4. Change Order Cost Breakdown Form**
- 5. Change Order Routing Slip**

## **SURPLUS AND IMPOUNDED PROPERTY POLICY**

Any property the City has that becomes obsolete or no longer needed, the department that is responsible will dispose of the property. This Department will decide the usefulness of the property and the possible disposition of the property. In addition, this Department will contact other departments to find a possible need for the property. If no need exists within another department, the City Manager, or designee, will decide the disposition. Disposition can be a sale by auction, a sale by sealed bid, an Internet sale, a donation to charity, a disposal as junk or sold as scrap.

Impounded property is handled through the Police Department's Property Room. After obtaining the proper documents from the Court the property will be disposed of as in the above procedures. As authorized by Resolution of the City Council, the City Manager or the Manager's designated person can dispose of surplus property by the best possible means.

### **DEPARTMENT AUTHORITY AND RESPONSIBILITY**

1. Each department will have the authority to declare property that is assigned to his/her department as surplus and no longer needed for the operations of the department.
2. That department will store the item if possible until disposition is decided.
3. The department disposing the property will contact other departments for possible use of the surplus property and if no other use is required, that department will authorize disposition.
4. Disposition can be by the following procedures:
  - a. A. Public Auction
  - b. Sale to salvage company
  - c. For Sale by Sealed Bid
  - d. Donation to charity
  - e. Discarding as trash
  - f. Or other means appropriate in the circumstances
5. Departments will itemize all property and forward to the coordinating department if the property is listed as a fixed asset in accordance with the City's fiscal and budgetary policy.
6. The Finance Department will record the disposition of the items if the items were listed as fixed assets in the City's financial records.
7. The Finance Department will provide departments with forms for itemizing surplus property.
8. The department that is coordinating the auction will make arrangements for Public Auction or other means for disposition.
9. As soon as possible after enough property has been accumulated, the coordinating department will notify other departments that an auction is forth coming.
10. Each Department will be responsible for arrangement of transporting surplus property to the auction site.



# **APPENDIX SECTION**

## **(FORMS AND ATTACHMENTS)**

**APPENDIX A**  
**CITY OF BEDFORD**  
**Purchasing Card Policy**

**I. Purpose**

The purpose of the Purchasing Card Program is to provide the City with an efficient and controllable method of making small dollar commodity, service, and travel purchases. The City will issue cards via JP Morgan Chase. The card will be primarily used in place of petty cash, small regular purchase orders, blanket purchase orders (where sales are made over-the-counter), emergency purchase orders, and all other credit cards. This card policy is not intended to replace, but rather supplement existing purchasing, travel and other City policies.

**II. Usage**

The card will be used for the following:

1. Any transaction that does not exceed \$5,000.00, or the cardholder's transaction limit, whichever is lesser.
2. Over-the-counter type retail purchases normally made using a charge account or discontinued credit cards.
3. Travel related purchases in compliance with the City of Bedford Travel Policy.
4. Any other business related purchase as long as:
  - a. The vendor accepts credit cards, and the goods/services purchased is not covered under a City supply contract. Contracts are in place for tires, fuel and water utility supplies. Purchasing Department will periodically update staff via email of any commodities that cannot be purchased with the purchasing card.
  - b. All other purchases are to be made using the standard purchasing process.
  - c. Some advantages of the card are:
    - i. Reduces paperwork generated by small transactions.
    - ii. Facilitating quick payment to the vendor.
    - iii. Eliminate need for purchase orders for qualified purchases.
  - d. Purchases made on the card will be for City business only. The card is not a personal line of credit. When in doubt as to whether a purchase is allowable under City policy, the cardholder should either contact the program

administrator before making the purchase, or make payment personally and seek reimbursement from the City afterwards. Please remember that reimbursement for any out-of-pocket purchase made without authorization is subject to the City Manager's approval. Unauthorized purchases are prohibited and purchaser will be subject to disciplinary action.

### III. Duties and Responsibilities

#### A. CARDHOLDER

1. The employee who is issued a card is called a "cardholder". The purchasing card has transaction limits for the maximum amount of each transaction as well as the maximum monthly transaction total, and the types of merchants where the card may be used.
2. All cardholders must have access to the Internet. Access can be made at home or work. The cardholder will use the Internet in order to reconcile his/her statement weekly, at a minimum. Supervisors, or their designees, will also check purchases in their respective divisions. Each cardholder is provided with a card with a unique card number, and a user ID/password for secure access to the cardholder's account on the Internet.
3. The cardholder must use **only** his/her assigned card. Cards must not be loaned to another employee for his/her use. All "walk-in" accounts will be closed unless approved by Finance. If an employee does not have a purchase card they will not be able to make City purchases.
4. Each cardholder shall use the card only for authorized purchases. A hardcopy receipt **must** be obtained from the vendor each time the card is used. Online and telephone charges must also be documented by a receipt, so the cardholder shall request the vendor to fax or mail the cardholder a receipt.
5. **The cardholder is responsible for immediately notifying JP Morgan Chase, his/her supervisor and the Program Administrator, at 817-952-2132 if the card is lost or stolen. The contact number at JP Morgan Chase is 1-800-890-0669. The cardholder shall then complete the Lost Card form and submit it to the Program Administrator promptly.**
6. Each cardholder must acknowledge receipt of the purchasing card, understand the rules of usage, and sign the cardholder agreement. Failure to abide by this Purchasing Card policy may result in disciplinary action, including termination of employee. The cardholder will be required to reimburse the City for any unauthorized transactions. See section XII, Reimbursement Process.
7. After the cardholder makes a credit card purchase, the transaction will appear on the cardholder's current statement under the Cycle-To-Date Transactions. The transaction usually takes two to three days to appear. Cardholders are urged to check their statement on a weekly basis and process any transactions that appear. Do not wait until the end of the month to do this, as there are short time constraints on reviewing the statement.

8. Every Thursday, each cardholder will print a cycle statement, assemble the accumulated receipts, have the Department Director sign the statement, and forward the package to the program administrator.
9. Upon resignation or termination of employment of a cardholder, the supervising Department shall notify the Program Administrator immediately, and the card shall be turned in to the Program Administrator.

## **B. APPROVER**

1. The “approver” is a supervisory level employee responsible for approving the cardholder’s usage of the purchasing card. The approver is required to perform routine approval of the transactions made by his/her cardholders. Approvers must have Internet access. The approver receives e-mail notification when his/her subject cardholder has approved a statement and forwarded it for the approver to review.
2. Each cardholder has a corresponding “approver”. The approver shall be a supervisory level employee who will receive email notice of all cardholder transactions for the subject cardholder. The approver will make any necessary changes, and then approve each monthly statement. Upon approval, the statement will forward to the program administrator for statement processing.

## **C. PROGRAM ADMINISTRATOR**

The “program administrator” manages the purchasing card program. The administrator is the City’s point of control for the card program, monitors all usage of the card, and is the point of contact for any cardholder questions or problems. The administrator has no approval power over card transactions, but verifies all information about the transaction prior to download to the General Ledger. The administrator and his assistant are knowledgeable on all the procedures in the purchasing card policy. The administrator may not modify or revise the purchasing card policy, but rather is charged with implementing the policy and advising the City Manager of problems that may prompt a need to revise the policy.

The program administrator is also responsible for ensuring all cardholders are properly trained in the use of the purchasing card before the card is issued.

The Program Administrator will also report to the Department Director and Director of Finance any cardholder infractions or potential infractions.

Administrator:

---

Department

---

Ph#

---

Fax#

---

Email:

---

Assistant Administrator:

---

Deputy Finance Director

---

---

---

#### **D. DEPARTMENTAL RESPONSIBILITY**

The Department Director is responsible for designating cardholders and approvers. The Department Director shall designate which employees will be issued a card, and what transaction and merchant limits shall apply to the card's use. The Director insures that purchases are authorized and within City policies. Departments may implement more stringent internal authorization procedures that its cardholders must follow in order to make purchases with the card. At the end of each month, the Department Director shall collect the card statements from all approvers within his/her department, sign off approval of each, and forward the approved statements to the Program Administrator. Statements should be turned in promptly to facilitate timely download to the GL. In addition, activity reports are available for additional review by the Department Director if so requested.

#### **IV. JP Morgan Chase**

JP Morgan Chase will automatically debit the City's bank account once each month for all transactions that have taken place in the previous month's weekly statement cycle. The transactions will be processed regardless of whether the transactions have been approved by the cardholder or approver. However, the transactions cannot be downloaded to the general ledger until they have been approved. It is imperative that each cardholder/approver promptly process the transactions and forward receipts to the program administrator. Access to the entire system is afforded through the Internet. Therefore, the cardholder/approver needs only to access a computer with Internet access anywhere to perform his/her duties. These steps need not be performed on a City computer. Failure to process these steps in a prompt manner will subject the cardholder to revocation of card privileges.

## V. TRANSACTION/CARD LIMITS

- A. Each individual purchasing card will have transaction and/or spending limits. The program administrator has the ability also to limit types of purchases, place of purchase and hours of day purchases can be made on individual cards. The total purchase price as printed on the individual credit card receipt is known as the “transaction amount”. The purchasing card may be limited by the merchant type, transaction amount, and monthly transaction limit. Each cardholder will be set up with limits for each of these categories. A card transaction will be denied when swiped if the transaction exceeds any of the limits. The Department Director, Program Administrator, and the Finance Director determine limits jointly. However, the limits may not exceed those set in the policy guidelines (see *Transaction Limits*).
- B. The card may be restricted to the type of purchase, hour’s purchases may be made, days of week purchases are made and vendor’s cardholder may purchase from. Program administrator also has the ability to limit total amount card will purchase, amount per day card will purchase and monthly amounts for card. These limits and restrictions can be adjusted on-line by the Program Administrator and will take effect immediately.

## VI. SALES TAX

As a tax-exempt government agency, the City of Bedford does not pay sales tax. Cardholders will be provided a copy of the City’s tax exemption certificate. Cardholders are then responsible for insuring that the merchant does not include sales tax in the transaction. If tax is included, the cardholder may be responsible for reimbursing the tax amount to the City.

## VII. RETURNS

Each cardholder is responsible for coordinating returns with the vendor and making sure a proper credit slip is obtained. Credit shall be issued to the cardholder account. Cash refunds are not allowed.

## VIII. RESTRICTIONS AND EXEMPTIONS

- A. Employees may *not* use the card for the following:
  - 1. Any purchases of items for personal use.
  - 2. Cash refunds or advances.
  - 3. Any purchase of goods/services or, or at a merchant type not considered prudent or of good judgment.
  - 4. Any transaction amount greater than the cardholder’s transaction limit. Items under contract, unless an emergency exception is granted by Purchasing.
  - 5. Alcohol or liquor of any kind. Patronization of bars, drinking places and package liquor stores should not be paid for with the purchasing card.

6. Separate, sequential, and component purchases or any transaction made with intent to circumvent City purchasing policy or state law.
  7. Any other purchase specifically excluded in the City purchasing policy.
- B. Supporting documentation must accompany each transaction.
- C. Personal Use Restrictions
- D. The card may **not** be used to pay spouse/family expenses incurred while traveling. Only City business expenses are allowable and the cardholder should pay personal expenses separately.



**City of Bedford Purchasing Card Program  
New Cardholder Request Form**

	Example	Department	Finance Only
<b>Cardholder FIRST Name</b>	John		
<b>Cardholder LAST Name</b>	Doe		
<b>Company Name</b>	M2200- CITY OF BEDFORD	M2200- CITY OF BEDFORD	M2200- CITY OF BEDFORD
<b>Employee ID</b>	12340		
<b>Address</b>	2000 FOREST RIDGE	2000 FOREST RIDGE	2000 FOREST RIDGE
<b>City</b>	BEDFORD	BEDFORD	BEDFORD
<b>State</b>	TX	TX	TX
<b>Zip Code</b>	76021-5713	76021-5713	76021-5713
<b>Social Security Number</b>	123-45-6789		
<b>E-mail</b>	john.doe @bedfordtx.gov	@bedfordtx.gov	@bedfordtx.gov
<b>Date of Birth</b>	01/01/1976		
<b>Work Phone#</b>	817-952-9999		
<b>Department</b>	Public Works		
<b>Division</b>	Fleet		
<b>Cycle Spending Limit (\$)</b>	\$5,000		
<b>Single Purchase Limit (\$)</b>	\$2,500		
<b>Transactions per Day</b>	25	25	25
<b>Transactions per Cycle</b>	50	50	50
<b>MCC Group</b>	M2200-MGMT	M2200-MGMT	M2200-MGMT
<b>Special Instructions for MCC Group (Add or Delete MCC # from group)</b>		Add:	
		Delete:	
<b>Director's Signature</b>			
<b>Date of Request</b>			
<b>Administrator's Approval</b>			
<b>Date of Approval</b>			



# APPENDIX C



## City of Bedford

### REQUEST FOR SOLE SOURCE PROCUREMENT FORMAT

TO: Purchasing Manager  
or Designee

FROM: \_\_\_\_\_

1. Request approval for Sole Source Procurement of goods and/or services for the reasons as described in section 3 herein.
2. Describe Item/Service purchased (or to be purchased). Include cost, name, and telephone number of vendor and other descriptive information.

---

---

3. Definition of Source Procurement Condition (check one or more items). This procurement is necessary because:
  - A. \_\_\_\_ items that are available from only one source because of patents, copyrights, secret process, or natural monopolies;
  - B. \_\_\_\_ electricity, gas, water, and other utility services.
  - C. \_\_\_\_ captive replacement parts or components for equipment are paramount consideration or use of other than OEM parts jeopardizes warranty and/or insurance coverage.
  - D. \_\_\_\_ film, manuscripts, books, papers, and other materials that are available only from the persons holding exclusive distribution rights to the materials; and

- E. \_\_\_\_\_ management services provided by nonprofit organization to municipal museum, park zoo, or other facility to which the organization has provided significant financial or other benefits;

**4. Summary and Justification of Sole Source Procurement Condition:**

(write here)

**5. I certify a Sole Source Procurement exists for item(s) that are normally bid competitively.**

Please forward this request to the City Secretary's Office.

\_\_\_\_\_

Division Manager                      Department                      Signature                      Date

**6. Solicitations:**

Name of vendor Person Contacted Telephone Number	Indicate HUB (or) Non-Minority Code *	Total Bid Amount
A. _____		
B. _____		
C. _____		

**7. Purchasing Department Comments:**

(Write here)

\_\_\_\_\_  
Purchasing Manager or Designee

\_\_\_\_\_  
Date

(VALID FOR ONE YEAR, FROM DATE OF APPROVAL)

# APPENDIX D



## EVALUATION FORM

To: \_\_\_\_\_

Quote:

Dept/Div: \_\_\_\_\_

Description of Commodity/Service:

---

Date: \_\_\_\_\_

Copies of the quotes and quote tabulation are submitted for your evaluation and recommendation. Please provide your comments below. Your evaluation should be based on the best-value criteria consisting of the following: The purchase price; the reputation of the vendor and the vendor's goods or services; the quality of the vendor's goods and services; the extent to which the goods or services meet the City's needs; the vendor's past relationship with the City; the impact on the ability of the City to acquire the vendor's goods and services; and the total long-term cost to the City to acquire the vendor's goods and services; and any other relevant factor that a private business entity would consider in selecting a vendor.

---

### Evaluation Comments

Completed and Submitted By: \_\_\_\_\_

Name

Title

Date

Name of Business: \_\_\_\_\_

Approved and Received By: \_\_\_\_\_

Dept/Div.

Date

# APPENDIX E

## NOTICE TO BIDDERS

*The City of Bedford, Tarrant County, Texas, will receive sealed bids in the office of the City Secretary's Office, 2000 Forest Ridge Drive, Bedford, Texas, 76021 until (specified time), (month-day-year) at which time and place all bids will be publicly opened and read aloud in the City Council Chambers, with the award to be made at a regularly scheduled meeting of the Bedford City Council. Bid information and specifications may be obtained in the office of the \_\_\_\_\_, \_\_\_\_\_, Bedford, Texas. All bids must be marked with the date of bid and general description of bid items. The City of Bedford reserves the right to reject any or all bids and to waive any or all formalities.*

\_\_\_\_\_  
*Department Director*

**Note:** *To be accepted, bids must be received in a sealed envelope addressed to \_\_\_\_\_, received by (specified time), (month-day-year), and show bid date \_\_\_\_\_ and general description of bid items.*

### **Opening Bids**

*Formal bids will be publicly opened, read aloud and recorded at a designated location at the pre-scheduled and advertised date and time. All bidders for the project(s) are invited to attend these bid openings as well as staff representing the requisitioning department(s).*

### **Late Bids and Proposals**

*Late bids or proposals are not accepted under any circumstances. The date / time stamp in the \_\_\_\_\_ Division is the official time of record. Vendors will be offered an opportunity to retain their submittals. If received late via mail or other means of delivery, the \_\_\_\_\_ Division will issue a letter to the vendor requesting disposition instructions for the submitted documents. If no response is received in a reasonable time (14 days after notification), \_\_\_\_\_ will destroy the documents. Explicit instructions for the delivery location of the bid or proposal are contained in the solicitation document. A document received in a location other than \_\_\_\_\_ that does not arrive in the \_\_\_\_\_ Division prior to the deadline date and time, is considered late and may not be accepted or considered. Only the names of companies submitting proposals are read at the time they are opened.*

## **APPENDIX F**

### **Purchasing Cooperatives for which the City of Bedford is a member:**

- **Buy Board**
- **TCPN - The Cooperative Purchasing Network**
- **TXMAS - Texas Building and Procurement Commission (State contracts)**
- **CISV - Catalog Information Systems Vendor**
- **TX DIR – Texas Department of Information Resources**
- **Tarrant County Contracts**
- **Houston-Galveston Area Council (H-GAC) Buy Program**
- **General Services Administration**
- **Interlocal Purchasing System (TIPS/TAPS)**
- **Any other cooperative purchasing program as needed**

## **5. EMERGENCY CHANGE ORDERS:**

### A. \$0 to \$25,000

The Director of Public Works or City Engineer may authorize specific changes in emergency situations to protect lives or property. Such emergency change orders will be sent through the normal routing for signatures as soon as possible following the emergency authorization.

### b. Greater than \$25,000

The City Manager may authorize specific changes in emergency situations to protect lives or property. Such emergency change orders will be placed on the next available council agenda for approval (see Attachment No. 1).

C. When the accumulative amount of change orders exceeds \$100,000 on any given project, the change order that makes the amount exceed \$100,000 must be approved by Council action. For example, if all previous change orders total \$95,000 and a subsequent change order for \$6,000 is needed, then the \$6,000 change order needs Council approval because the total accumulated amount is \$101,000, which exceeds the \$100,000 limit.

## IV. Extra Work Cost Calculations

A. It is agreed that one or more of the following methods shall determine the fair basis of compensation to the Contractor for extra work:

1. Method "A" - By agreed contract bid prices for unit items.
2. Method "B" - By agreed lump sum price for work that is to be done.
3. Method "C" - If neither Method "A" nor "B" can be agreed upon, then the Contractor shall be paid the "actual field cost" of the extra work, plus fifteen (15%) percent. Actual field cost shall not include any "idle" or "stand-by" time for equipment or personnel that are not engaged in, and/or standing by to do additional work on specific extra work items. Costs shall include categories such as: Personnel, equipment, materials, sub-contractors, etc.

## V. Implementation of the CHANGE ORDER:

After approval, the Inspector will notify the Contractor that work is authorized; make appropriate changes in the Project Book, and add the Change Order to the Pay Estimate

References: State of Texas Local Government Code

- Attachments:
1. Change Order Routing Slip
  2. Item Justification and Description
  3. Change Order Form
  4. Emergency Change Order Declaration Form

**CITY OF BEDFORD PUBLIC WORKS  
ENGINEERING DEPARTMENT**

**CHANGE ORDER ROUTING SLIP**

CHANGE ORDER # \_\_\_\_\_  
CIP PROJECT: \_\_\_\_\_  
LOCATION: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_  
TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Director of Public Works notified Change Order Required \_\_\_\_\_

Date that Director made decision to authorize Change Order \_\_\_\_\_

Prices Received from Contractor (If Applicable) \_\_\_\_\_

Change Order checked & signed by Director of Public Works \_\_\_\_\_

Change Order checked & signed by Project Design Engineer \_\_\_\_\_

Change Order checked & signed by Contractor \_\_\_\_\_

Change Order checked & signed by Project Inspector \_\_\_\_\_

Change Order # \_\_\_\_\_ attached to Estimate Number # \_\_\_\_\_

Change Order forwarded to City Finance Dept for Payment \_\_\_\_\_

**Recommended for Approval and Payment**

**City Manager** \_\_\_\_\_  
(If Applicable)

**Deputy City Manager** \_\_\_\_\_  
(If Applicable)

Routing Slip/ //2014

**CITY OF BEDFORD**  
**DEPARTMENT OF PUBLIC WORKS ENGINEERING**  
**ITEM JUSTIFICATION & DESCRIPTION**

DATE: \_\_\_\_\_

CHANGE ORDER # \_\_\_\_\_

C.I.P. PROJECT NAME: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

NEW ITEM # \_\_\_\_\_ or EXISTING ITEM # \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LOCATION: \_\_\_\_\_

QUANTITY: \_\_\_\_\_ UNITS: \_\_\_\_\_ UNIT PRICE: \_\_\_\_\_

TOTAL COST: \_\_\_\_\_ ADDITIONAL CONTRACT DAYS: \_\_\_\_\_

REASON / JUSTIFICATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**This form must be filled out and submitted to the City of Bedford PW Engineering Dept before a formal Change Order is prepared.**

APPROVED       NOT APPROVED

City Official signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_





**CITY OF BEDFORD OF PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION  
EMERGENCY CHANGE ORDER DECLARATION FORM**

CHANGE ORDER # \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

Was Emergency Work authorized to protect the life, health, and/or property of citizens? Yes \_\_\_\_\_ No \_\_\_\_\_

DESCRIPTION OF CHANGE REQUESTED: (Include; (1) Exact reason for Emergency Status (2) Location and description of work done to facilities. Attach separate sheet with breakdown of: (3) Item quantities (4) All costs (5) Extra contract days required.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requested by: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Director of Public Works or City Engineer

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Manager (if required)

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Deputy City Manager (if required)

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney (if required)

Date: \_\_\_\_\_

Location Sketch Attached: Yes / No

Cost Breakdown Attached: Yes / No

**APPENDIX 4**

**CITY OF BEDFORD  
PURCHASING  
POLICIES & PROCEDURES**

**AS APPROVED BY THE CITY COUNCIL  
ON NOVEMBER 23, 1993**

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## INTRODUCTION

The purpose of this is to provide instructions regarding the basic policy, procedure and practice for the procurement of goods and services in accordance with administrative directives of the City of Bedford.

It is a document which should be used as a guide to all personnel of the City of Bedford who participate in the actions and decisions relating to purchasing.

Careful coordination of the purchasing activities of all departments must be attained in order to accomplish the City's principal objective of buying at prices that are commensurate with the value received in our purchase transactions.

This manual is also intended to serve the various City departments as a continuing reminder of the duties and responsibilities involved in our relations with the commercial enterprises which supply us with the goods and services to the citizens of Bedford. In addition, it should provide detailed instructions for the preparation of purchase documents and the administration of detailed operating procedures relating to procurement.

Any recommendations for improvements that will enhance the usefulness to City personnel whose work is related to purchasing will be welcomed.

## SECTION ONE

### PURCHASING POLICY STATEMENT

- A. Under the general supervision and authority of the City Manager of the City of Bedford, Texas, the responsibility for procuring goods and services of the City government is delegated to the City Department Heads, except that a purchase involving expenditures of more than \$15,000 shall be authorized by the Bedford City Council.
- B. The City Manager shall be charged to administer purchasing policies and procedures as established.
- C. The Department Heads shall perform purchasing activities and execute contracts to the extent of his/her authority.
- D. In cases of emergency, Department Heads or designated activity managers may verbally place orders for goods and/or services. In doing this, the Department Head shall assume the responsibility for following up the verbal order with the appropriate departmental requisition.
- E. Purchases shall be made from responsible vendors. The City shall always reserve the right to reject any and all bids or other forms of price quotations or proposals.
- F. Contacts and correspondence with vendors and potential vendors shall be made by the Department Heads. The Department Head may refer vendors to other appropriate departmental representatives when technical details involved in procurement make it advisable.
- G. Legal notices soliciting formal competitive sealed bids or proposals shall be published in a local newspaper of general circulation in accordance with municipal and statutory law.
- H. Formal bid openings shall be conducted openly and publicly by the Department Head with at least one witness present.
- I. The City personnel shall strive to encourage competitive bidding on the City's requirements.
- J. Purchasing policies and procedures shall be evaluated periodically to see if changes should be made to promote efficiency within the City organization.

**SECTION ONE CONT.**

**PURCHASING POLICY STATEMENT CONT.**

- K. No City employee may have financial or any others interest in any contract with the City.
- L. Department Heads shall not accept gratuities from vendors.

## **SECTION TWO**

### **DUTIES AND RESPONSIBILITIES OF PURCHASERS**

The Department Heads of the City of Bedford are responsible for departmental purchases as authorized by the City Manager.

The various functions and responsibilities pertaining to purchasing which the Department Head is to be held accountable for are:

- A. The acquisition of goods and services in accordance with municipal and statutory law.
- B. Coordination of purchasing procedures with the other City departments.
- C. Purchases goods and services for City use in such manner that maximum value will be obtained for the money expended.
- D. Defines how to obtain savings through improved equipment specifications, selection of alternate supply sources and recommended changes in quantities to be ordered when justified.
- E. Expedites goods and services in emergency situations by utilizing known contacts and services.
- F. Prepares annual budget proposal for the Department and monitors its current fiscal year budget expenditures.
- G. Assists in the disposition of all City-owned surplus property, abandoned property and/or impounded property.

## **SECTION THREE**

### **LEGAL AUTHORITY TO PURCHASE FOR THE CITY**

Authority for making purchases for the City of Bedford is provided by statutory law and directives of the City Manager.

In our purchasing system, the City Manager has authorized the Department Heads to purchase for the City.

The Department Head's authority to purchase is limited to purchases or contracts for budgeted items involving expenditures of \$15,000 or less. On any expenditure which is more than \$3,000 but less than \$15,000 the Department Head shall be responsible for contacting at least two disadvantaged businesses in accordance with state law. Any expenditures greater than \$15,000 must be approved by the Bedford City Council. Within this monetary limitation, the Department Head may delegate authority to purchase.

## **SECTION FOUR**

### **RELATIONS WITH OTHER DEPARTMENTS**

The City's Department Heads shall supply the purchasing needs of all departments of the City. In performing this function they shall be responsible for optimizing the combination of quality, service and economy in the acquisition of goods and services necessary to support departmental operations.

Contact with the other departments of the City is required to be knowledgeable of and concerned about each department's common procurement requirements. In accomplishing this, the staff must utilize tact, discretion and diplomacy to establish and maintain harmonious relations.

Department Heads must meet certain legal and procedural requirements in making purchases. Understanding and conformance to those requirements by all departments is essential to the effectiveness of the City's purchasing function.

Personnel involved in buying shall be the primary link between the departments of the City and the vendors and other contractors supplying the City with goods and services. Therefore, the ability of the buyer(s) to coordinate and perform his/her (their) duties as the liaison in minimizing delays, inefficiencies and errors in satisfying needs will have a significant influence on the performance of the other departments and the overall economy of the City's operation.

If at anytime during the functioning of the City's purchasing function there is a question of the work overlapping between departments, the question shall be brought to the attention of the City Manager and resolved on the basis of the best interest of the City.

## **SECTION FIVE**

### **RELATIONS WITH VENDORS**

#### **PUBLIC RELATIONS**

The Department Heads shall maintain regular contact with numerous persons and companies in the course of its operation, and the manner in which these contacts are carried out will reflect on the City of Bedford. Therefore, the Department Heads will be largely responsible for the City's image as it is viewed by vendors and others with whom they conduct purchasing activities. Thus, the appropriate City staff must consider the following in the performance of their duties:

- A. Fairness when dealing with vendors and their representatives.
- B. Cooperation when not to the detriment of the City.
- C. Truthfulness and honesty in every transaction.
- D. Respecting the confidence of each vendor.
- E. Avoiding any personal obligation to a vendor.
- F. Maintaining a courteous and polite manner regardless of personal feelings.
- G. Promoting the good will of the City.

#### **RELATIONS WITH SALES REPRESENTATIVES**

Cultivation of a satisfactory relationship with representatives of vendors, and others who supply goods and services to the City is essential to establishing a mutual feeling of trust in all business dealings. These representatives can be of much benefit as sources of information, problem solvers, expeditors and innovators of ideas.

Sales representatives who contact the Department Heads shall be treated courteously and fairly and not to be imposed upon or antagonized. They shall be given reasonable time to make their presentation or inquiry. Authority to purchase shall never be flaunted or used to suggest other than a businesslike representation of the City government.

#### **GIFTS AND ENTERTAINMENT**

City employees shall not accept gratuities from vendors.

## **SECTION FIVE CONT.**

### **CONFIDENTIAL INFORMATION**

In the purchasing process, Department Heads may receive information from vendors which is considered confidential. If that information is clearly labeled as such, care shall be taken so that it will not be divulged to unauthorized persons, especially representatives of competing firms. If such information is not identified as confidential, judgement shall be made as to what may or may not be revealed. This judgement shall be based on the effect which the action taken will have on the City of Bedford considering economics, integrity, fairness and goodwill. However, any information defined as "public records" or "public information" pursuant to an ordinance of the City of statute of the State of Texas shall be available to the public during normal business hours of the City of Bedford.

### **SAMPLES**

Acceptance of samples furnished to the City on a "no charge" basis shall be discouraged unless the sample has little intrinsic value. (Free samples are typically of the manufacturer's highest quality standards and acceptance of a free sample sometimes creates an obligation for special treatment or reporting of test results to the vendor.)

### **INTERVIEWING HOURS**

Every sales representatives calling on Department Heads will be interviewed at least for the time sufficient to determine that he has something to offer the City. Regular interviewing hours may be established by the Department Head. If regular interviewing hours are established, provisions shall be made to see such representatives outside these hours on a "by appointment only" basis.

### **VENDOR EVALUATION**

The Department Heads will maintain a historical file of purchasing transactions with vendors. This file will be used to document the vendor's performance in meeting the terms and conditions of the purchase transaction. Documentation of negative purchase experiences shall consist of follow-up actions on delinquent performance, incomplete deliveries, nonconforming merchandise, etc. Satisfactorily performed transactions need not be documented. This information shall be used by the Department Heads in determining a vendor's suitability for award of future orders and contracts by the City. The Department Heads may provide upon request by other governmental agencies, information as to the City's experience with a particular vendor and may request similar information from other governmental and non-governmental entities to determine a potential supplier's reliability and/or capability to perform in accordance with the City's requirements.

## **SECTION FIVE CONT.**

### **VENDOR SELECTION**

The Department Heads will establish and maintain bidders lists and other information identifying actual and potential sources for goods and services required by the City to the extent necessary to assure a competitive environment for making the purchase when the nature of the purchase lends itself to competitive bidding. The Departments are, as a part of their requisitioning process, encouraged to suggest that specific vendors who are known to be sources for the needed item be included among the sources solicited for bids or quotations.

## **SECTION SIX**

### **OBTAINING PROPER QUALITY BY PURCHASE SPECIFICATIONS**

This part includes procedures and recommends methods to insure that the right quality will be purchased to meet, but not exceed, the requirement for which the goods and services are intended.

#### **PURCHASE SPECIFICATIONS**

"Specifications" are no more than an accurate description of the material, or equipment or service to be purchased. Specifications should be clear and definite to communicate to prospective vendors the City's minimum essential requirements.

Good specification should be written so that they are:

- A. As simple as possible, but so specific that a loophole or ambiguity will not allow vendor to evade provisions of the specification or take advantage of the City.
- B. Identified, when possible, by some brand name or specifications already available in the market. (Special goods are more expensive than standard goods.)
- C. Capable of being checked. They should describe a means of checking which will govern acceptance or rejection.
- D. Reasonable in their tolerances. (Unnecessary precision is expensive.)
- E. Clear. (Misunderstandings can be expensive.)
- F. Flexible when possible, thereby allowing the City to take advantage of cost saving alternatives or acceptable substitutes.

Brand names, catalog numbers, manufacturer's part numbers, etc., may be used in purchase specifications as a guide to the vendor in identifying the type and quality of merchandise desired. However, the wording "or approved equal" should be added to avoid discrimination against other equally acceptable products.

#### **WHO PREPARES SPECIFICATIONS?**

In our purchasing system, each department has the responsibility for the preparation of purchase specifications. However, specification writers may locate and avail themselves of both internal and external expertise in developing specifications.

## **SECTION SIX CONT.**

### **WHO PREPARES SPECIFICATIONS CONT.**

Other departments may be in position to provide guidance and assistance in developing specifications. Other City personnel may also be requested to assist on matters within their level of expertise of the requirements.

When the needed level of expertise is not available within the City's various departments, external sources such as manufacturer's representatives, vendor's sales representatives, architectural or engineering firms, consulting firms, and other professional organizations may be contacted for assistance. Keep in mind that external assistance is not always provided free of charge to the City.

The City Manager has the right to question any proposed specifications or part thereof if they appear to be written so as to result in apparent excess cost to the City or to preclude competition in the bid process.

### **REVIEW OF PURCHASE SPECIFICATIONS**

Purchase specifications should be reviewed prior to their reuse to assure the specifications are current and adequate. The review should assume that:

- A. The specifications are not unnecessarily restrictive to one vendor.
- B. They are reasonable in their tolerances.
- C. They are clear.
- D. Unnecessary details do not add delay in delivery or increase the cost.
- E. New technology has not made the present specifications obsolete.

If any of the above situations have developed, the specifications should be modified or replaced with new specifications.

### **INSPECTION**

Obtaining proper quality involves the checking of materials, equipment and services against the applicable purchase specifications. Specifications will not be satisfactory unless what is delivered can reasonably be checked against them.

**SECTION SIX CONT.**

**INSPECTION CONT.**

Each department has primary responsibility for the inspection of goods or services delivered in accordance with the purchase specifications. Each department will establish procedures and assign responsibilities for the inspection and acceptance of goods and service received. The supplier shall be notified when nonconforming goods or services have been delivered by the vendor or other contractor. Acceptance by execution of the receiving report shall not be accomplished until the discrepancy has been resolved to the satisfaction of the department. The department shall be responsible for obtaining corrective action by the supplier and shall document their record of the purchase transaction accordingly.

## **SECTION SEVEN**

### **DETERMINING PROPER QUANTITY**

Each department will normally be responsible for determining the proper quantity to be purchased. However, the determination of proper quantity may also involve such factors as lead time, cost of acquisition, volume pricing, standard packaging, safety stocks, etc. The following factors should be considered.

#### **LEAD TIME**

How much time can be expected to elapse between the time the order is initiated and actual receipt of the required goods or services? Time must be allowed for advertising for and receiving bids or requesting price quotations, processing the order, time to place a contract or order, time for the vendor's required delivery schedule. Adequate lead time depends on anticipation and planning for future needs. It can also prevent the occurrence of many "emergency" purchases due to stock outages.

#### **ACQUISITION COSTS**

Cost of acquisition relates to the administrative portion of the purchase process. It includes cost of preparing and processing the order, cost of soliciting bids or quotations, cost of placing a contract or purchase order, cost of processing vendor's invoices for payment, cost of expediting, and cost of maintaining the record of the purchase transaction for several years. While these costs may be small in relation to the value of the goods or services purchased, they may also be large in relation to the value of the purchase. In either case, they are expenses which must be considered in determining the optimum quantity.

#### **VOLUME PRICING**

In determining proper quantity, available discounts for volume should be considered. If the addition to one or more units to an order will result in a lower price for all, the various other cost factors should be evaluated against such lower price. The department shall determine and, where practical and feasible, take advantage of volume discounts. Departments should encourage vendors to keep them informed as to their policies on volume pricing.

## **SECTION SEVEN CONT.**

### **SAFETY STOCKS**

The safety stock is volume included in the inventory of an item to take care of contingencies in the inventory control system. The purpose of the safety stock is to prevent stock outages while avoiding excessive inventory. Determination of the safety stock volume will be a judgement based on knowledge of the user's operations, the vendor's ability to readily supply the item and of general economic conditions affecting cost of the item.

## **SECTION EIGHT**

### **BUYING AT A PROPER PRICE**

A basic responsibility of the City is to obtain the greatest value of goods and services at the lowest cost. Value is determined by many factors, but primarily by quality and the function to be served. Cost is the total actual amount of money which will have to be expended to deliver a good or service to its intended point of use. Typically, this cost consists of the base price, applicable discount, terms of the sale, and transportation cost. However, there are many other factors incurring costs which should be considered. This section identifies the various factors to be considered in arriving at not only the proper price, but more important, net total cost to the City.

### **PRICE**

It shall be normal practice of the City to make purchases on the basis of a **FIRM FIXED PRICE** in its day-to-day purchasing operations. Firm fixed price means that the price agreed to between the City and the seller when the order or contract is placed will not change before the transaction is completed. This practice will be followed unless extenuating circumstances in the market indicate it would be the advantage of the City to make other provisions which could result in a lower net final total cost of the City. An agreed firm fixed price may apply to a specific quantity of material delivered or service provided on a set date or apply to an indefinite quantity to be furnished within a set time period, as exemplified by the use of an estimated requirements contract.

### **PRICE SUBJECT TO ESCALATION OR DE-ESCALATION**

When it is determined that firm fixed pricing cannot be obtained or that such would probably not be advantageous to the City in terms of the lowest net final cost, the purchase transaction may be on the basis of prices which are subject to escalation or de-escalation to a price which is in effect at time of shipment or delivery. Vendors or contractors of the City may request this type of pricing because their cost of raw materials is subject to a public commodity exchange-type market (i.e. steel, copper, aluminum) or because wage and other material costs are increasing rapidly due to strong inflationary pressures or heavy consumer demand for the good or service.

When the City agrees to purchase on the basis of prices which are subject to escalation or de-escalation, the buyer shall make every effort to tie the price to a published price schedule or establish fair escalation or de-escalation based on applicable published indices for labor and/or material.

## **SECTION EIGHT CONT.**

### **PRICE KNOWLEDGE**

The staff engaged in the procurement of goods and services should be familiar with the pricing basis for most items purchased by the City. This requires familiarity with price history, price trends, and reasons for price changes. The City will maintain records of price history on previous purchases covering a period of at least two years. These records shall consist of previously completed purchase requisition files, quotation request files and sealed bids files, as well as manufacturer's published catalogs/price lists, and knowledge based on contacts with sales representatives and the reading of trade publications and journals, etc.

### **DISCOUNTS**

Any available discounts to the City must be deducted in determining the net price. Typical types of discounts offered by vendors and which the City should take advantage of include the following:

**QUANTITY DISCOUNT:** This type of discount offers the purchaser a lower price for buying a larger quantity at one time. The buyer shall determine based on quantity "price break" information obtained from the supplier and information obtained from the requesting department whether it is to the City's advantage to purchase a larger quantity at one time; (i.e.: a full case instead of part of a case; or, 25 each instead of 24 each of an item.)

**TRADE DISCOUNT:** Some firms offer special discounts to certain categories of customers such as municipalities or other governmental agencies. The buyer will take advantage of these discounts when such are available.

**PROMPT PAYMENT (CASH DISCOUNT):** These discounts are frequently offered by the seller as an incentive to make payment of invoices promptly. Such discounts can represent a reduction in the cost of goods or services purchased by the City. The Finance Department is responsible for deducting such discounts offered by the vendor when making payments for goods and services accepted by the City. Purchase orders will indicate the agreed to terms of payments. The most common of these payment terms are:

## **SECTION EIGHT CONT.**

### **PROMPT PAYMENT (CASH DISCOUNT) CONT.**

**Net 30 Days:** Payment of the entire invoiced amount to be made within 30 days from the invoice date.

**Net 10th Prox:** Payment of the entire invoiced amount is to be made by the tenth of the month following the month of the invoice date.

**2%10/Net 30:** Payment made within 10 days from date of invoice may be discounted 2 percent. The invoice becomes overdue 30 days from invoice date.

**Discount for Cash at Time of Purchase:** Vendors may offer special discounts or other incentives for making payments with the purchase order. This may be a percentage to be deducted from the price or it may be payment of shipping charges by the vendor instead of the purchaser. The buyer should in such instances determine whether it is in the City's best interest to make payment with purchase order. The Finance Department will issue advance payments check for such purposes when requested.

### **TRANSPORTATION COSTS**

The price of a purchased item must be the price delivered to its point of use by the City. Therefore the price available for the item at any other location is not a complete price. Since many prices are stated as price of the item at the supplier's factory or warehouse or other location, transportation costs must be added to the vendor's price to determine the actual delivered price of the item.

The normal practice shall be to attempt to solicit prices which include delivery to destination (F.O.B. Shipping Point with Freight Allowed to Destination.) This will ease the job of the buyer in making comparison of prices offered by competing vendors.

Commercial freight carriers should be contacted when assistance is needed in determining transportation costs as a part of the evaluation of the total price of an item.

## **SECTION EIGHT CONT.**

### **TOTAL COST**

It shall be an objective of the City's purchase actions be made on the basis of the best total value. This requires that not only price but total cost be considered in an effort to optimize quality, delivery and service. "Total Cost" shall be considered to include the selling price and also those factors, other cost elements should be considered. These may include to probable cost of replacement parts, cost of maintenance or service, cost of installation, cost of special inventory required, cost of obsolescence, etc.

## SECTION NINE

### DEPARTMENTAL PURCHASE REQUISITIONS

In the City of Bedford's purchasing process, a Departmental Purchase Requisition form will be utilized by the departments to initiate their purchasing activity. The Department Purchase Requisition provides a record of the request to purchase and approves the commitment of funds by containing the signature of properly authorized City staff members. It also provides a means for the Finance Department to certify the availability of funds for the requisitioned items. The requisition can also serve as a purchase order or a check request.

#### THE TIME TO REQUISITION

Departmental Purchase Requisitions should be initiated far enough in advance to avoid "emergencies". How far in advance depends upon the nature of the requirement. For this reason all personnel responsible for the initiation of Departmental Purchase Requisitions should develop and maintain a knowledge of the lead time normally required to receive delivery of supplies, services or equipment after their requisition has initiated purchase action. Lead time can be as little as one day to as long as many months depending upon the availability of the item from the supplier. Never delay preparation of a Departmental Purchase Requisition on the assumption that what is required is readily available for immediate delivery to the City.

Purchases in excess \$5,000 require special handling unless the items being requisitioned are covered by one of the City's previously established estimated requirements contracts. Such Departmental Purchase Requisitions should be prepared only after the appropriate department has secured permission to advertise for sealed bids. Thereafter bids are received and evaluated and an award made by the City Council. This special processing can be expected to take four to six weeks. Once the award has been made by the City Council, the requisition is then processed. Then time must be allowed for the successful bidder to make delivery.

## **SECTION TEN**

### **QUOTATION REQUESTS**

Quotation requests are one of the means by which the City will inform prospective vendors of the goods or services needed by the City. Quotation requests will normally be made by the staff of the Department Heads to obtain either orally or in writing from prospective vendors their price, terms and conditions for furnishing the required goods or services to the City.

Depending upon the nature and urgency of the department's need for the item, the quotation request may be made orally by telephone or other person-to-person means or may be made in writing by letter or by use of a preprinted quotation request form.

The Department Heads should assure that all prospective suppliers solicited for quotations on the requirement are given the same complete information regarding the purchase requirement. Typically this information will include the quantity, unit, description, desired delivery schedule, desired F.O.B. point for pricing and any other special terms or conditions that may be applicable.

The quotation request should require that the prospective supplier making a quotation furnish his proposed price, delivery schedule, discount terms, F.O.B. point on which his pricing is based. This data will be used in the evaluation of competitive offers received from those firms solicited.

Quotations received from prospective suppliers will be attached as a tabulation sheet to the original copy of the Departmental Purchase Requisition form.

Price quotations from competitive firms will be treated as confidential information until after an order has been placed with successful offeror. However, this does not preclude the discussion of such quotations with other members of the City's staff who are concerned with the evaluation of such quotations. Once an award has been made, the price quotations may be treated as public information.

## **SECTION ELEVEN .**

### **FORMAL SEALED BIDS - ADVERTISING FOR BIDS**

Except as provided by state law, formal sealed bid procedures must be used for all purchases involving anticipated expenditures in excess of \$15,000. This section provides procedures for the formal bid process and in the sequence each necessary action normally occurs. Formal bid procedures are separate and distinct from quotation request procedures covered elsewhere.

#### **AUTHORIZATION TO ADVERTISE FOR BIDS**

The City Manger requires that his permission be obtained prior to the staff advertising for formal bids. This permission normally comes in the form of an approved budget line item (either maintenance or capital) normally approved during the budget preparation time period. Other non-budgeted items may be approved for bid throughout the year at the discretion of the City Manager.

#### **ADVERTISING FOR BIDS**

Once permission to advertise has been granted, the department having the requirement will coordinate preparation and placement of the advertisement. The actual placement of the advertisement will be with the official newspaper and/or any additional publications deemed appropriate.

The advertisement for sealed bids must be published in the newspaper for two (2) consecutive weeks prior to the date set for receipt of bids and the first publishing must be at least fourteen (14) days before the date set for receipt of bids. The advertisement shall as a minimum state briefly the nature of the purchase requirement and the time and place, when and where bids are to be received. The advertisement shall also state that the City of Bedford shall have the right to reject any and all bids.

**NOTE:** Bid specifications and bidding documents should be fully prepared and ready for distribution before the first date the advertisement is scheduled for publication.

## **SECTION ELEVEN .CONT.**

### **PREPARING THE INVITATION FOR BIDS (IFB)**

The Invitation for Bids (IFB) consists of a set of forms and other documents which comprise the data which is furnished to prospective bidders for use in informing the bidder of the City's specific requirements which are being submitted for bidding and for use by the bidder in furnishing a sealed formal bid to the City.

For procurement involving supplies and equipment and contractual services (other than construction projects) the Invitation for Bids will normally be prepared by the staff of the respective Department Heads.

The content of each Invitation for Bids must be prepared so that it is customized to fit the specific needs of the purchase requirement fully and to adequately set forth instructions for preparation and submission of bids, standard terms and conditions, special provisions, bonding requirements, technical provisions, complete specifications, drawings, and other information considered appropriate to the procurement.

Prior to issuance of the Invitation for Bids, the content of the complete Invitation for Bids package should be reviewed with the City Manager.

### **ISSUING THE IFB**

Invitations for Bids forms will be prepared in sufficient number of copies to provide each bidder at least one copy of all documents and forms which must be submitted as part of the sealed bid. Extra copies should be prepared and available to others whom may respond to the published advertisement.

Also, when the Invitation for Bids is issued, a copy of the advertisement for bids will be forwarded to the City Manager, the Director of Finance, and City Secretary. A copy may also be furnished to the activity manager having an interest in the procurement.

### **AMENDING THE IFB**

The content of an Invitation for Bids may be changed after the IFB has been issued by the preparation and distribution of an "Addendum". The addendum shall be numbered (i.e., ADDENDUM NO. 1) and shall clearly identify the IFB which is being amended. It shall state the changes to be made in the IFB and provide instructions to the bidder as to how he shall acknowledge receipt of the addendum. The addendum will be distributed in the same manner as the Invitation for Bids.

## **SECTION ELEVEN CONT.**

### **RECEIVING SEALED FORMAL BIDS**

Invitation for Bids shall state the specific name and address of the city office responsible for receiving bids submitted in response to the IFB. Sealed bids must be received at the designated office not later than the time specified for receipt of bids. Late hand-carried bids will not be accepted. If a bid is received late by mail it shall be handled in accordance with the conditions set forth in the "Instruction to Bidders" which is included in the IFB.

Upon receipt of a sealed bid in the designated office, the person receiving the bid will annotate on the outside of the envelope or package the date and time of receipt (normally by time stamp). The bid will be kept in a secure storage place until date and time set for opening of bids.

In the event a sealed bid is opened in error due to the bidder's failure to properly identify the envelope or package as containing a sealed bid, the container annotated the fact that the bid was opened by mistake and signed by the person who inadvertently opened the bid. The date and time will also be indicated in the annotation.

### **PUBLIC OPENING AND READING OF SEALED BIDS**

The Department Heads shall be responsible for the timely opening and reading of sealed bids received in response to an Invitation for Bids. The bid opening will be held at the time and place designated in the IFB. Normally the place shall be the City Council Chambers at City Hall.

In advance of bid opening, bid tabulation form will be prepared for use in the recording of bids. Extra copies of the form will be prepared and made available to persons attending the bid opening. A staff member will tabulate bids for the City as they are read. At the conclusion of the bid opening process, bidder's representatives or other interested persons may examine any or all bids received, provided such is done in the presence of a staff member.

The Department Heads will normally retain custody of all bids received until such time as the bids may be forwarded to the appropriate department head for evaluation and award recommendations.

Immediately following the bid opening process, the Department Head's staff will audit the bids for completeness and accuracy and prepare a formal tabulation of the bids, analysis, and staff recommendation for award.

## **SECTION TWELVE.**

### **QUOTATION AND BID ANALYSIS**

The purpose of quotation analysis and bid analysis is to assure that when a purchase is made by the City it will be made from that responsible vendor whose offer conforming to the specifications will be most advantageous to the City, price and other factors considered. Other factors to be considered may include, but are not limited to: delivery schedule, efficiency, quality, maintainability, adaptability, and the experience, service record and service facilities of the vendor. A successful analysis should result in the purchase of the right quantity at the right price from the vendor of the right item for delivery to the right place at the right time.

#### **QUOTATION ANALYSIS**

The Department Head's staff has the responsibility for the analysis of the many competitive offers it receives from both oral and written requests for quotations made by prospective suppliers to the City.

Quotation analysis will be documented only to the extent determined necessary to reflect the reason why other than the low offer as to price was not accepted by the City. Annotation on the Departmental Purchase Requisition form will normally suffice for this purpose.

#### **BID ANALYSIS**

Bid analysis relates to the analysis and appraisal of sealed bids received in response to a formal Invitation for Bids issued by the City. Bid analysis begins after sealed bids have been publicly opened, read and the bid tabulation sheet has been prepared.

The Department Head will conduct a preliminary analysis of formal bids on the purchase requirement and will make a recommendation as to which bid will be most advantageous to the City and make <sup>the</sup> recommendation for award of bid to the City Manager's office. Once received and approved by the City Manager's office, bids are put on a future agenda of the City Council for consideration.

The City Council will make the final appraisal of bids referred to it for award action. This final analysis may result in the City Council accepting the recommendation of the staff concerning acceptance or rejection of a specific bid or other action the City Council may deem appropriate in the best interest of the City.

## **SECTION THIRTEEN**

### **PURCHASE ORDERS**

In those instances where a Purchase Order is required, the City of Bedford will use a Finance Department supplied Purchase Order (P.O.) form to provide a written record of the purchase transaction. The P.O. form will be used when the vendor or the transaction requires it and when use of a formal bi-lateral contract document is not required.

A purchase order is the vendor's authority to furnish and charge for the goods or services specified in the order. It is also the City's commitment to pay for the goods or services ordered. It is a legal document because when such order is written as an acceptance of a quotation or bid, a contractual relationship is established when the order is issued. If the order is written when there is no quotation or bid from the vendor, or if the vendor makes an offer on his own form which has different terms and conditions from those on the purchase order, the purchase order itself becomes an offer to a contractual relationship which is consummated only by an acknowledgement or acceptance by the vendor.

#### **PREPARATION OF THE PURCHASE ORDER FORM**

Since the purchase order becomes a legal document when issued to a supplier, it should clearly and precisely cover the essential elements of the purchase being made in a manner which will make the future misunderstandings unlikely and also minimize the need for any additional correspondence or communication with the vendor receiving the order. It should include general instruction, any standard terms and conditions and provide ample space for information defining the agreement between the vendor and the City. However, specifications, special terms and conditions, etc., covering a specific quotation request or invitation for bids may be incorporated in the purchase order by reference if it is known that the supplier has such information in his files of the transaction.

The City's purchase order shall be a preprinted form and be serially numbered. The Finance Department shall maintain accountability for all purchase order from stocks maintained by the City.

Any voided forms will be retained in the files of the Purchasing Division.

## **SECTION THIRTEEN CONT.**

### **PURCHASE ORDER NUMBERS**

In some instances, a vendor or supplier may require a purchase order number but the transaction does not require the preparation of a purchase order form. For this purpose, Accounts Payable maintains a list of purchase order numbers for assignment to vendors or suppliers. The Department Head may request a purchase order number from Accounts Payable and each purchase order number or form issued is logged in a control file maintained by Accounts Payable.

### **PURCHASE ORDER NUMBER CONTROL**

Each purchase order number and form utilized or assigned is logged in a file that is maintained by Accounts Payable. Information recorded includes the assigned purchase order number, the name of the vendor or supplier it is to be issued to, the City department that requested it, the name of the individual of the requesting department, and the amount. When the related invoice is paid, Accounts Payable records the date of the payment.

## SECTION FOURTEEN

### CONTRACTS

The purchasing process frequently involves contracts. This section is intended to provide only basic guidance to City personnel concerning the legal aspects of contracts. The attorney for the City shall at all times be the primary source for guidance and assistance in contractual matters concerning the City of Bedford.

Almost every action taken by those engaged in the purchasing process will have some legal significance. For this reason it is important that those purchasing have an understanding of the essentials of contracts, know the consequences of their actions, understand sufficient contract principles to protect the City's interests at first hand, and be able to recognize contractual problems requiring professional legal assistance in time to permit the City's Attorney to take appropriate timely action.

#### NATURE OF A CONTRACT

A contract is a promise or a set of promises, the performance of which the law recognizes as a duty and for the breach of which the law provides a remedy. The promise or promises which are binding are enforceable. A contract may involve an exchange the exchange of a promise for an act. A contract may be verbal or in writing and a Purchase Order itself is one form of a written contract.

#### GENERAL REQUIREMENTS FOR A CONTRACT

There are four elements which may be present in any contractual situation. A failure or absence of any one of the four elements will prevent the creation of an enforceable contract, regardless of the intent of the parties involved.

**Capable Parties:** All persons are considered to have the capacity to contract except those who are by law either partially or completely disabled. The insane, the drugged, and the intoxicated are considered by law totally incapable of entering into a contract during their period of disability. Corporations, in their capacity to contract, are limited to those purposes and such others as are necessary to permit corporations to operate within those limits set out in their charters.

## **SECTION FOURTEEN CONT.**

### **GENERAL REQUIREMENTS FOR A CONTRACT CONT.**

**Mutual Consent:** A contractual agreement must be a voluntary relationship. Force, coercion and duress will prevent the creation of an enforceable contract. The contractual act is to be the free will of the contracting party. The mutual consent (assent) mechanism is offer and acceptance which is described below.

**Lawful Objective:** The purpose or subject matter of the contract must not be criminal, or otherwise illegal or against public policy.

**Sufficient Cause to Contract:** There must be a reason the parties entered into the contract. This is the "consideration" - the "something for something" each party to the contract hopes to receive. This is the "price" of the bargain.

### **FORMATION OF A CONTRACT**

An "offer" and the "acceptance" of that offer define the promises which constitute a contract and the offer and the acceptance are the evidence of the mutual assent (consent) of the parties. A contract can be created only if these are properly made and if the promises become binding by the existence of legally sufficient consideration.

**The Offer:** The "offer" is an act on the part of one party whereby he gives to another party the legal power of creating the obligation called a "contract". A promise can be such an act. The offer must be carefully distinguished from preliminary negotiations. An offer can be accepted and thereby become a contract. This distinction is most important in the conduct of purchasing activities. Requests for quotations must clearly indicate that they are not offers and cannot be accepted. These are preliminary negotiations instruments or verbal actions. The Purchase Order is the "offer" - not the Request for Quotation or Invitation for Bids.

## SECTION FOURTEEN CONT.

### FORMATION OF A CONTRACT (THE OFFER) CONT.

To be legally sufficient, an "offer" must indicate a present contractual intent by communicating it to the other party and by the certainty and definiteness of the terms of the offer. An offer begins to run at the time it is received by the party to whom the offer is made, unless otherwise stated in the offer. The offer continues until it is accepted or rejected by the recipient, until it is withdrawn by the offeror, or until it lapses. Once an offer is terminated by whatever means, it cannot be revived. An identical offer may be made by either party thereafter, but it is a new offer and all rights of the parties are a function of the new offer - not the terminated offer.

All documents intended to be incorporated in the offer must be expressly referenced and made a part of the offer. Mere attachment to or enclosure with the offer is not sufficient for contractual purposes.

**The Acceptance:** The "acceptance" is the recipient of the offer's exercise of the power conferred by the offer. "Acceptance" occurs by the performance of an act. If the offer requires the performance of an act other than a promise, nothing less than the full performance of that act will suffice. If the offer requires the making of a promise, the act of performance will not create a contract. Only the making of the promise will constitute acceptance of the offer.

To be legally sufficient the "acceptance" must satisfy four conditions:

- a. The acceptance must be voluntary by the recipient of the offer.
- b. The acceptance must be mental assent - an act by the recipient of the offer evidencing a subjective intent to accept the offer.
- c. The acceptance must be made by the recipient of the offer. When the offer is made to an agent acting as an agent of a principal, the acceptance can be made by the principal himself.
- d. The acceptance must be unequivocal or unqualified. The test as to whether an acceptance is qualified or not is whether it injects a condition which was not part of the offer or not implicit in the offer. A qualified or equivocal acceptance is not an acceptance but instead it is a counteroffer and an implied rejection of the original.

## SECTION FOURTEEN CONT.

### FORMATION OF A CONTRACT CONT.

**The Consideration:** "Consideration" is an element of contract which binds the promises and makes them enforceable. In the typical purchasing situation, the seller promises to deliver something in return for payment by the buyer and the buyer promises to pay in return for delivery by the seller. Each party's promise is "consideration" for the promise by the other party. If one of the promises of a contract is unenforceable due to lack of consideration, the other promise is also unenforceable. The sufficiency of the consideration is measured at the time the promises are made and not at the time of performance. To be valid and sufficient, consideration must have some value, no matter how small. It need not have the same value to both parties to the contract.

### FACTORS TO BE CONSIDERED BEFORE EXECUTING A CONTRACT

Before entry into a contractual agreement it is the responsibility of each party to the contract to review the document to assure that:

**Mutual Consent:** a contractual agreement must be a voluntary relationship. Force, coercion and duress will prevent the creation of an enforceable contract. The contractual act is to be the free will of the contracting party. The mutual consent (assent mechanism is offer and acceptance which is described below).

**Lawful Objective:** The purpose or subject matter of the contract must not be criminal, or otherwise illegal or against public policy.

**Sufficient Cause to Contract:** There must be a reason the parties entered into the contract. This is the "consideration" - the "something for something" each party to the contract hopes to receive. This is the "price" of the bargain.

### FORMATION OF A CONTRACT

An "offer" and the "acceptance" of that offer define the promised which constitute a contract and the offer and the acceptance are the evidence of the mutual assent (consent) of the parties. A contract can be created only if these are properly made and if the promises become binding by the existence of legally sufficient consideration.

## SECTION FOURTEEN CONT.

**The Offer:** The "offer" is an act on the part of one party whereby he gives to another party the legal power of creating the obligation called a "contract". A promise can be such an act. The offer must be carefully distinguished from preliminary negotiations. An offer can be accepted and thereby become a contract. This distinction is most important in the conduct of purchase activities. Requests for quotations must clearly indicate that they are not offers and cannot be accepted. These preliminary negotiation instruments or verbal actions. The Purchase Order is the "offer" - not the Request for Quotation or Invitation for Bids.

To be legally sufficient, an "offer" must indicate a present contractual intent by communicating it to the other party and by the certainty and definiteness of the terms of the offer. An offer begins to run at the time it is received by the party to whom the offer is made, unless otherwise stated in the offer. The offer continues until it is accepted or rejected by the recipient, until it is withdrawn by the offeror, or until it lapses. Once an offer is terminated by whatever means, it cannot be revived. An identical offer may be made by either party thereafter, but it is a new offer and all rights of the parties are a function of the new offer - not the terminated offer.

All documents intended to be incorporated in the offer must be expressly referenced and made a part of the offer. Mere attachment or enclosure with the offer is not sufficient for contractual purposes.

1. The buyer received protection equal to that given to the seller.
2. The commercial aspects (quantity, price, etc.) are as agreed to during the preliminary negotiations.
3. Every clause is definite to the point of making any misunderstanding unlikely.
4. All necessary provisions have been included in the contract.
5. Any revision by either party must be confirmed in writing.

**SECTION FOURTEEN CONT.**

**FORMATION OF A CONTRACT (THE OFFER) CONT.**

6. The document has been reviewed and approved by appropriate members of the City staff and the person executing (signing) the contract is duly authorized to execute the document for his principal.

In order to insure that the City's interests are protected and that all contractual provisions are acceptable, it will be the responsibility of the City attorney to review, approve, and initial all contracts and agreements prior to execution.

## **SECTION FIFTEEN.**

### **AUTHORIZATION FOR PAYMENT FORM**

The Departmental Purchase Requisition may be utilized by Department Heads and authorized activity managers as an Authorization of Payment Form to effect payment of the following:

- City's Insurance Premiums
- City's Utility Bills
- Maintenance Contracts or Agreements
- Membership Dues
- Monthly Charge Accounts of City
- Pay for Referees, Umpires and Scorekeepers  
(Recreation Department)
- Payments for Professional Services (With City Manager's Approval)
- Progress Payments on Construction Projects
- Purchase made by using City's Credit Cards
- Refund Payments (Tax, Utility Accounting, Municipal Court, Community Services)
- Bond Refunds, (Community Services Refunds)
- Seminar and School Registrations
- Services Rendered by Other Governmental Agencies
- Subscriptions
- Travel Expense Advances

Other items may be added to the above list as deemed necessary by the Director of Finance.

The pink copy (the original) should be forwarded to Accounts Payable with any related supporting documents. Accounts Payable will then process it for payment.

A copy (the duplicate) should be kept as a departmental file copy.

**SECTION SIXTEEN.**

**OFFICE SUPPLIES AND MINOR PURCHASES**

For expenditures of \$250 or less, Department Heads and other authorized departmental representatives may acquire small quantities of office supplies and other material by utilizing established charge accounts of the City. A small petty cash fund is also maintained by the City for minor purchases. To receive funds from the petty cash fund, an employee must submit to the Finance Department a Petty Cash Voucher which has been signed by an authorized departmental representative.

## **SECTION SEVENTEEN**

### **RECEIVING RECORDS**

The receiving/accounting record (usually referred to as a "receiving report" or "receiver") serves as notification that the goods or services ordered have been received. The Departmental Purchase Requisition form serves this purpose and is completed upon receipt of the material or services.

The receiving/accounting record shall be in sufficient detail to show the quantity and description of the materials or services being reported as received. The receiving/accounting report is an important part of the City's record and should be completed accurately and promptly by the department designated to receive the items ordered.

After the receiving/accounting record has been completed (signed) by an authorized departmental representative, it should be routed to Accounts Payable for use in effecting payment for the goods or services received.

The above described receiving record and procedures does not apply for the acceptance of construction and other public works projects acquired by formal contract. Such actions shall be handled on a memorandum or authorization for payment (A.F.P.) basis between the acquiring department and the Finance Department.

## **SECTION EIGHTEEN**

### **TRIAL ORDERS AND SAMPLES**

The City may on occasion desire to obtain supplies or equipment on trail to determine whether the item is satisfactory for a specific need of the City. In such instances, the transaction may be handled with a vendor as either a free trial sample, a trial order bought outright a trial order subject to approval by the City.

A free trial sample should not be accepted from a vendor unless the value of the sample is insignificant, having an estimated value of \$50 or less. If such sample is accepted by the City, a record should be made of the matter which outlines the terms and conditions of the transaction. This may be in the form of a "No Charge" sales slip or invoice from the supplier or a written memorandum or letter from the supplier indicating the item as furnished to be a free trial sample.

A trial product may be bought outright by the City for testing or other appropriate use. In such cases, purchase will be effected in accordance with these procedures.

Trial orders may be placed on the condition that the product will be accepted and paid for by the City only if it meets certain requirements. Such arrangements should not be made unless a requisition is properly processed and a purchase order issued, outlining the terms and conditions of the trial. When such purchase order is placed and the product proves to be unsatisfactory, the supplier should be formally notified before the end of the trial period. Otherwise, the City may be obligated to pay for the product as acceptance can be implied from the fact that possession of the trial product is retained after the trial period has elapsed. Receiving/Accounting records on purchase orders for trial products subject to approval should not be processed until the products have proven to be acceptable. If the product is not approved, the purchase order should be terminated in a timely manner.

## **SECTION NINETEEN**

### **INSPECTION**

In the City of Bedford purchasing organization the department designated to receive the goods or services ordered is responsible for the inspection of the goods or services delivered by the vendor to assure that they meet the standards of quality required and conform to specifications.

The method of inspection will be as determined appropriate by the receiving department. The receiving/accounting record department may request the assistance of any other department in performing the inspection, when the receiving department needs other expertise available within the City's professional staff.

If the goods or services delivered by the vendor are upon inspection found to be unsatisfactory, the receiving department will promptly notify the vendor/supplier of the deficiency. The receiving/accounting record will not be executed until the receiving department has resolved the deficiency with the supplier.

In the event of discovery of damage which may have been caused while the item was in transit by a commercial carrier, the delivery carrier will be contacted immediately upon discovery of the damage by the receiving department. The carrier will be requested to inspect the shipment and after such inspection, the receiving department will take action as appropriate to resolve the matter in accordance with the terms of the purchase order and applicable freight regulations.

While the City is not obligated to accept nonconforming or defective goods, the City is responsible for the custody and safekeeping of such shipments until the shipment is returned to the supplier or the matter is otherwise resolved.

## **SECTION TWENTY**

### **PAYMENT OF INVOICES**

The City's Finance Department (Accounts Payable) is responsible for the control of payments to suppliers for goods and services furnished to the City in accordance with procedures contained in this manual. Accounts Payable will effect payment to such suppliers in accordance with established schedules.

The Department Heads responsibility regarding vendor's invoices for purchases are as follows:

1. Purchase orders and other types of contracts will normally provide instructions for the supplier to submit all invoices to the City of Bedford, P.O. Box 157, Bedford, Texas, 76095.
2. Assist the Accounts Payable staff in resolving deficiencies in vendor's invoices and inconsistencies between invoices and the applicable purchase order.

## **SECTION TWENTY-ONE**

### **TAXES**

The City of Bedford, Texas is exempt from payment of Federal Excise and Transportation taxes and Texas State Sales Tax. As an exempted governmental agency, the City is authorized to issue "Exemption Certificates" to vendors and other contractors furnishing goods and services to the City as evidence of the City's exemption from payment of such taxes.

Certificates will be furnished upon request to suppliers who have been awarded contracts or issued purchase orders by the City of Bedford.

Forms used in the solicitation of bids and requests for quotations shall include a statement which gives notices to the prospective supplier that the City is entitled to exemption from payment of Federal Excise and Transportation Taxes and from State of Texas Sales Taxes and that an exemption certificate will be proven upon request.

Frequently a supplier will ask for the City's "Tax Exemption Number" to support a tax exempt sale to the City. This is an improper request as such numbers are not assigned to municipalities in the State of Texas. (Reference Article 20.04 of the Limited Sales, Excise and Use Tax Act of the State of Texas). A tax exemption certificate should be issued in such instances.

The City does have a State of Texas Sales Tax Account Number for the collection of state sales taxes due on sales made by the City to non-exempt customers of the City. This account number is:

**1-75-1166224**

If the vendor does not understand the City's exemption, contact the City attorney for assistance on the matter.

## SECTION TWENTY-TWO

### WARRANTIES

Generally stated, "warranties" are "an undertaking that a certain fact regarding the subject matter of a contractual agreement is presently true or will be true". Warranties are classified as being either "expressed" or "implied". Such warranties are important to the City because they establish the supplier's (seller's) responsibility with respect to the quality of his goods to be furnished by the purchase transaction. The warranty obligation is a significant aspect of the contractual agreement and all City employees involved in the purchase transactions of the City should have some degree of understanding of the laws of warranty.

The Department Heads have the primary responsibility for protection of the best interest of the City regarding warranties pertaining to materials and equipment purchased by the City. It is the responsibility of the department have the purchase requirement to bring to the attention of the City attorney actual or suspected noncompliance with warranty obligations of suppliers of goods to the City. This should be done within 30 days after receipt of the goods if the City's claim is to be considered valid under the laws of warranty.

**LAW OF WARRANTY:** The City's Department Heads should be knowledgeable in Sections 2-312 through 2-316 of the UNIFORM COMMERCIAL CODE, a copy of which shall be maintained in the reference library of the City attorney. The sections of the code cover the following aspect of warranty law:

Section 2-312: Warranty

Section 2-313: Expressed and Implied Warranties

Section 2-314: Warranty of Merchantability

Section 2-315: Warranty of Fitness for Particular Purpose

Section 2-316: Exclusion of Implied Warranties

Other departments of the City who engaged in the preparation of purchase description, specification, etc., should be aware that there are two basic types of warranties which may apply to goods purchased by the City. These are: expressed and implied.

## SECTION TWENTY-TWO CONT.

### LAW OF WARRANTY CONT.

An **"expressed" warranty** is one that is defined and negotiated into the written purchase transaction mutually satisfactory to the City and the supplier. Any description of the goods which is made a part of the contractual agreement as a basis of the bargain creates an expressed warranty that the goods shall conform to the description. Also, any sample or model which is made part of the basis of the bargain creates an expressed warranty that the goods shall conform to the sample or model. Expressed warranties are created out of the negotiations between the buyer and seller.

An **"implied" warranty** arises from and is created by the sale of the goods itself. The law simply annexes implied warranties to the purchase transaction to discourage "sharp dealings" and to insure that business will be carried on under high ethical standards. The categories of implied warranties are:

1. **Warranty of Title:** Hereunder the seller warrants that he has the right to sell the product and at the time of the transaction there are no encumbrances to the title which are unknown to the buyer.
2. **Warranty of Merchantability:** Hereunder the seller warrants that the goods:
  - a. will pass without objection in trade under the contract description.
  - b. are fit for the ordinary purposes for which the goods are used.
  - c. will run, within the variations permitted by the contractual agreement, of even kind, quality, and quantity within each unit and among all units involved.
  - d. are adequately contained, packaged, and labeled as the agreement requires.
  - e. will conform to the premises or affirmations of the fact made on the container label, if any.

(In other words, the seller warrants that the goods are fit for the ordinary purposes for which such goods are used).

## **SECTION TWENTY-TWO CONT.**

### **LAW OF WARRANTY CONT.**

3. **Warranty of Fitness for Particular Purpose:** Hereunder the seller, being aware of the purpose for which the City needs the goods in question and knowing that the City is relying on him to select goods which will be suitable to those needs, warrants that he is supplying goods which are reasonably fit for that purpose. This warranty depends on whether the City is relying on the seller's judgement. Without this reliance, the warranty of fitness for a particular purpose could not exist.

### **USE OF WARRANTY PROVISIONS IN CITY CONTRACTS**

It is the responsibility of the City's Department Heads to determine the extent to which expressed warranty provisions are included in purchase transactions entered into. In most cases it is not economical to require warranties which exceed those offered freely by the dealer or manufacturer as part of the purchase price of the goods. To do so, place the City in the position of "buying" a special warranty, the value of which may be very difficult to determine.

Normal practice shall be for the City to obtain from suppliers the most favorable commercial warranties the supplier gives to any customer for the supplies or services being purchased by the City and to beware of and to apply its rights under all implied warranties in accordance with the provisions of the Uniform Commercial Code which are applicable to the agreement.

### **WARRANTY RECORDS**

When written or printed warranty documents are furnished to the City in conjunction with the purchase of supplies or equipment, it will be the responsibility of the department using the item to maintain the warranty data applicable to that equipment. Such file should be maintained for the duration of the warranty period.

**APPENDIX A**



# CITY OF BEDFORD

P. O. BOX 157, BEDFORD, TEXAS

## DEPARTMENTAL PURCHASE REQUISITION

Please issue Purchase Order to \_\_\_\_\_  
(Name of Vendor)

To be completed  
by Finance Dept.

\_\_\_\_\_  
Purchase Order No.

\_\_\_\_\_  
Date

Attach all bid quotations.

State reason for selecting quotation if other than lowest bid \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Quantity	Description of Articles or Services	Unit Price	Total

Funds HAVE  HAVE NOT

Been Budgeted

Charge to \_\_\_\_\_

\_\_\_\_\_  
Department Head

No. \_\_\_\_\_ Amount \$ \_\_\_\_\_

**RECEIVED OF PETTY CASH**

\_\_\_\_\_ 19\_\_

For \_\_\_\_\_

Charge to \_\_\_\_\_

\_\_\_\_\_

Approved by \_\_\_\_\_ Received by \_\_\_\_\_



EFFICIENCY® LINE 23-140 - 40 SHEETS  
23-141 - 80 SHEETS

PURCHASE ORDER

CITY OF BEDFORD

P.O. Box 157, Bedford, Texas 76021

DELIVER TO: City of Bedford  
2000 Forest Ridge Drive  
Bedford, Texas 76021

PURCHASE ORDER NO. \_\_\_\_\_  
 ACCOUNT NO. \_\_\_\_\_  
 DATE \_\_\_\_\_  
 SHIP VIA \_\_\_\_\_  
 DELIVERY DATE \_\_\_\_\_  
 F.O.B. \_\_\_\_\_  
 QUOT. NO. \_\_\_\_\_

ALL INVOICES AND SUPPORTING PAPERS MUST SHOW PURCHASE ORDER NO. MAIL TO PURCHASING AGENT, CITY OF BEDFORD, P. O. BOX 157, BEDFORD, TEXAS. SHOW CASH DISCOUNT ON INVOICES.

QUANTITY	PART NO.	DESCRIPTION	PRICE	TOTAL
----------	----------	-------------	-------	-------

CITY OF BEDFORD, TEXAS

CITY MANAGER

TAX EXEMPT A-215946

TOTAL

Purchase Order

No. \_\_\_\_\_

Date \_\_\_\_\_

To \_\_\_\_\_  
 ■ \_\_\_\_\_  
 ■ \_\_\_\_\_

Ship to \_\_\_\_\_  
 ■ \_\_\_\_\_  
 ■ \_\_\_\_\_

Date Required \_\_\_\_\_ Customer Order No. \_\_\_\_\_ Terms \_\_\_\_\_ Requisition No./For \_\_\_\_\_

How Ship  Rail  Air  Truck  Parcel Post Routing \_\_\_\_\_ F.O.B. Point \_\_\_\_\_

Quantity		Please Supply Items Listed Below				Unit Price	Total
Ordered	Received	Stock Number	Description				
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

**Important**

Our Order Number must appear on Invoices  
 Packages and Correspondence.  
 Acknowledge if unable to deliver by date required.

PLEASE SEND COPIES OF YOUR INVOICE WITH ORIGINAL BILL OF LAD

Authorized Signat

Special instructions:

**APPENDIX B**

# GLOSSARY OF BUSINESS TERMS

## IN COMMON USE

- Acceptance** A promise to pay by the debtor against whom a draft or bill of exchange has been drawn, usually evidenced by signing the draft or bill and writing the word "accepted" on its face.
- Acknowledgment** A form used by a vendor to inform a purchaser that his order has been received. It generally implies vendor's acceptance.
- Advice of Shipment** A notice sent to a purchaser advising him that shipment has been made. It usually contains details of packing, routing, etc.
- Anticipation** An amount taken off a bill when an invoice is paid in advance of the discount or net due date. Granted in addition to any discounts, it is calculated at the stated percentage rate for the number of days between that of actual payment and the due date.
- Any Quantity Price** A rate charged irrespective of the order volume.
- Arbitrage** Buying in one market and selling simultaneously in another in order to profit from price variances.
- As Is** An expression signifying that goods offered for sale are without warranty or guarantee. The purchaser has no recourse on the vendor for the quality or condition of the goods.
- Authorized Deviation** Permission given to a supplier authorizing production or delivery of items within stated limits other than those specified originally.
- Back Order** The undelivered part of a previous order which the vendor reenters for shipment at a later date.
- Bid** (1) A price offer by a prospective purchaser (e.g., auction bid).  
(2) A quotation given, usually in competition with other vendors, in response to an intending buyer's request.
- Bill of Materials** A list describing the quantity and type of parts and materials required to produce or assemble a stated quantity of a specific product.
- Bill of Sale** A written agreement transferring ownership of a property from one party to another.
- Buyer's Market** A market condition favorable to purchasers which exists when the forces of supply and demand keep prices at a relatively low level.
- Buyer's Right of Routing** When the vendor does not pay freight costs, the purchaser has option of routing. When the vendor is to prepay freight, the purchaser's right to name the carrier must be exercised before actual shipment of goods and must be made a part of the contract of sale. If vendor violates buyer's orders as to carrier or route, he takes on all risks of transportation.
- Cash in Advance** Payment is to accompany purchaser's order.
- Caveat Emptor** "Let the buyer beware": The sale is at the buyer's risk.

**Caveat Venditor** "Let the seller beware": In some cases, the vendor is liable to the buyer if the goods delivered, differ in kind, quality, use, and purpose from those specified in the contract of sale.

**Certificate of Compliance** A supplier's written assurance to the effect that the supplies or services delivered fulfill specified requirements.

**Certified Check** A check endorsed by a bank, guaranteeing its payment.

**Change Order** A purchaser's document used to modify or add to a purchase order.

**Classification of Purchaser** Buyers are classified by vendors (e.g., retailer, wholesaler, distributor, etc.) and are granted prices and discounts established by the vendor for these categories.

**Commercial Law** That branch of the law relating to the rights of property and relations of those engaged in commerce.

**Conditional Sale** A sale made with the understanding that the seller will retain the title until a specified requirement has been met.

**Confirming Order** A purchase order listing the goods or services and terms of an order originally placed orally.

**Contract** An oral or written legally binding mutual agreement between two competent parties. An accepted purchase order becomes a contract.

**Conveyance** (1) A document usually called a deed which transfers the title or other interests in land from one party to another.  
(2) The type of carrier in which goods are transported (railroad, automobile, barge, truck, airplane, etc.).

**Cost Plus** A pricing method allowing the vendor to charge whatever his costs may be plus a fixed percentage of that cost.

**Counteroffer** An offer to enter into a transaction on terms varying from those originally proposed. An "acknowledgment" may be a counteroffer.

**Covenant** A written promise under seal. It is sometimes used in the place of the word contract.

**Damages** Recompense for injury to goods, person, or property.

**Dead Storage** Storage of goods for a relatively lengthy period of time. These goods are often preserved in a manner that prohibits their immediate issue in usable condition.

**Delivery** The transfer of possession. In shipping, it occurs when the carrier submits the bill of lading or title to the goods to the recipient.

**Delivery Schedule** The agreed time or rate of future deliveries of purchased goods or services.

**Depreciation** Decrease in value of a capital asset because of use, deterioration, inadequacy, or obsolescence.

**Discount** An amount deducted from the selling price by the vendor. It is generally applied when a purchaser meets a stipulation that reduces the cost of the goods.

**Escalation** The amount of adjustment allowed in contract price if specified contingencies such as an increase in vendor's costs take place.

- Ex Parte** "From only one side or party."
- Expedite** "Follow-up." Tracing the status of an order to ensure that goods are delivered in accordance with contract terms.
- Express Warranty** Vendor's representations concerning the nature and use of goods, which he intends the buyer to rely on.
- Factor** An agent for the sale of merchandise who may hold possession of the goods in his own name or that of his principal. He is permitted to sell and to receive payment for the goods.
- FIFO** "First in, first out." In cost determination, a pricing technique used in the issuance of materials that requires the cost of the materials first acquired to be recorded first for current issues.
- Finder** A broker who brings together a purchaser and vendor, paid by the party who hired him.
- Firm Offer** An explicit proposal to enter into a sales contract. Not to be confused with a "firm bid" which is often termed a "firm offer" in colloquial usage.
- Follow-Up** See expedite.
- Fungible Goods** Goods such as grain or money of which any unit is treated as equivalent of any other unit in mercantile usage.
- Futures** Contracts for immediate sale but future delivery of commodities.
- Hedging** A practice of selling for future delivery utilized by dealers or processors to protect themselves against loss. Any profit due to subsequent price increases is also sacrificed.
- Inventory** A stock of goods or an itemized list of a stock of goods on hand at a particular time. When ascertained by a physical count of the items it is a "physical inventory"; when determined from records maintained for routine business activities, it is a "book inventory."
- Invitation to Bid** A request made by a purchaser to prospective suppliers for their competitive price quotations on goods or services.
- Invoice** A bill sent to buyer for payment. It shows quantity, price, and nature of goods or services delivered.
- Jobber** A dealer who purchases goods or commodities from manufacturers or importers for resale to retailers.
- Knocked Down (k.d.)** The term means that the article described is delivered unassembled. When an article is shipped "k.d.," it must be reduced in size by one third or as specified in the carrier's tariff to be eligible for the applicable freight rate.
- Landed Price** Vendor's price which includes the cost of the goods, transportation, and other costs relating to delivery to the location specified by the purchaser.
- Lead Time** The period of time between date of ordering to date of delivery that buyer must reasonably grant the vendor to prepare goods for shipment.
- LIFO** "Last in, first out." In cost determination, a pricing technique used in the issuance of materials that requires the cost of the materials last acquired be recorded first for current issues.
- Liquidated Damages** A sum agreed upon between the parties to a contract as damages for breach of contract, to be paid by the breacher.

**Lump Sum** The price agreed upon between vendor and purchaser for a group of items. The items are not broken down by individual value.

**Manufacturer** One who produces or assembles items from less complex goods (raw materials or components).

**Marketable Title** A title of such character that no reasonable and intelligent person would question its validity.

**Mock-Up** A model made for the purpose of studying and testing the design, construction and uses of a relatively expensive product.

**Mutual Assent** In every contract each party must know what the other intends; they must mutually assent to be in agreement.

**National Security Clause** Stipulations in particular contracts for the sale or lease of government property which specify government rights to that property in case of a national defense emergency as declared by the Secretary of Defense.

**Negligence** Under a legal duty the doing or omission of some act which a reasonable, prudent person would not have done or omitted under the circumstances.

**Open Account Purchase** A purchase made by a buyer who has established credit with the seller. The transaction is charged to the purchaser's account, payment for which is to be made at some future date agreed upon by buyer and seller.

**Open Insurance Policy** A type of insurance covering shipments for a designated time or a stated value and not limited to a single shipment.

**Open-to-Buy** (1) A retailer's term referring to the largest total price or volume of an item available for purchase;

(2) The volume or total price of goods remaining to be purchased against a specific requisition.

**Original Equipment Manufacturer** Seller's classification of a buyer whose purchases are incorporated into a product he manufactures, usually without changing the item which he acquires.

**Pilot Model** A usually simple model used by production engineers in production planning.

**Port of Entry** A port, officially designated by the government, at which foreign goods and persons are legally admitted into the receiving country.

**Price Maintenance** A price established by a manufacturer or wholesaler below which he will not allow his product to be sold.

**Price Prevailing at the Date of Shipment** An agreement between purchaser and vendor that the selling price may be modified by the vendor between the order and delivery dates.

**Price Protection** An agreement between purchaser and vendor granting purchaser any discount established by the vendor generally prior to shipment date.

**Price Schedule** A list of prices applying to varying quantities or kinds of goods.

**Production Center** A production unit, generally a processing machine or production line-up, against which certain overhead charges are prorated.

**Pro Forma Invoice** An invoice received before a sale is consummated, informing the buyer of the terms of sale. Pro forma invoices are often used in foreign trade as the buyer's proof of future sale when applying for import licenses and foreign exchange through government agencies.

**Progress Payments** Payments agreed upon in connection with purchase transactions which require periodic payments before delivery for certain stated amounts. The entire purchase price may be due in advance of delivery, or partially in advance and partially after delivery. Progress payments are generally required in contracts for building construction and often for specially designed machinery and equipment.

**Proprietary Article** An article made and marketed by a patentee.

**Purchase** To acquire property or services for a price.

**Purchase Change Order** See "Change Order."

**Purchase Order** A purchaser's formal written offer to a vendor containing all terms and conditions of a proposed transaction.

**Purchase Requisition** A formal request made to the purchasing department to procure goods or services from vendors.

**Quotation** A statement of price, terms of sale, and description of goods or services offered by a vendor to a prospective purchaser; a bid. When given in response to an inquiry, it is generally considered a sales proposal. Also, the stating of the current price of a commodity.

**Rebate** A sum of money returned by a vendor to a purchaser in consideration of the purchase of a specified quantity or value of goods usually within a stated interval.

**Receiving Report** A receiving department document used to inform others in the company of the receipt of purchased goods. Copies are usually distributed to the purchasing and accounting departments and the storeroom.

**Retention** The withholding of a part of the purchase payment due until the purchase has been finally accepted as fully meeting specifications. The amount retained as well as the period of retention is stated in the sales contract.

**Royalty** Compensation for the use of property payable to the owner, vendor, or lessor. Royalty payments are usually calculated as a percentage of the selling price of a good or service, production of which utilizes that property, or as a stated sum per period (e.g., monthly, annually).

**Sales Tax** A tax levied upon a vendor's sale.

**Salvage** (1) Property that has some value in addition to its value as scrap, but which is no longer useful as a unit in its present condition and whose restoration to usefulness as a unit is economically not feasible.

(2) To save material still usable or having scrap value from condemned, abandoned, or discarded property.

**Sample** A small portion of goods taken as a specimen of quality.

**Scrap** (1) Fragments of material removed in manufacturing.

(2) Manufactured items or parts rejected or discarded and useful only for their basic material content.

**Secured Account** An account on which the purchaser assumes liability for the debt incurred by a purchase transaction by signing a negotiable instrument at the time the transaction is settled or at the time of delivery. The usual types of instruments are promissory note, letter of credit, draft, bill of exchange, mortgage, or trade acceptance.

**Seller's Lien** The right of a seller to retain possession of goods until payment is received except where goods are sold on credit.

**Seller's Market** A market condition favorable to vendors which exists when the forces of supply and demand keep prices at a relatively high level.

**Seller's Option** Seller's privilege to require the buyer to purchase at an agreed price and within a given period of time.

**Shipping Release** A purchaser's form stating instructions of goods purchased for delivery at an unspecified future date or to an undisclosed destination. It is also used to specify quantities to be shipped when the purchase was for an unspecified quantity or when delivery is to be made in partial lots at the purchaser's discretion.

**Short Sale** A sale of a commodity for future delivery that you do not yet own, but expect to be able to purchase at a lower market price before the delivery date.

**Specification** A comprehensive and accurate statement of the technical requirements descriptive of a good or a service, and of the procedure to be followed to ascertain if the requirements are met. A federal specification is a specification established in accordance with procedures prescribed by the Federal Specifications Board and approved for use by all government activities.

**Statement of Account** A list, generally prepared by the vendor, detailing the transactions between vendor and purchaser for a stated period of time, usually a month, and concluding with the open or unpaid balance.

**Stock** The supply of goods maintained in a stores system to satisfy anticipated demand.

**Subcontractor** A party contracting with a prime contractor to perform all or any part of the latter's contract.

**Tally** (1) The number of pieces determined by counting.  
(2) Enumeration and recording of the items in a consignment by quantity and description.

**Terms of Payment** The method of payment agreed upon in a sales contract. The three basic terms are cash, open account, and secured account.

**Tracer** (1) A request for an answer to a previous communication or for information about the status of a subject.

(2) A request made to a carrier to trace a shipment for expediting purposes or to establish date of delivery.

**Trade Acceptance** A non-interest-bearing bill of exchange or draft covering the sale of goods, drawn by the seller on, and accepted by, the buyer. Its purpose is to put into negotiable form an open account having a short maturity. To be eligible for discount it must contain the statement that the acceptor's obligation arises out of the purchase of goods from the drawer and it may be accompanied by a record of the purchase.

- Trademark** Exclusive legal symbol used by a supplier to designate his particular goods which may be registered with the U.S. Patent Office.
- Traveling Purchase Requisition** A purchase order intended for repetitive use. Upon preparation of a purchase order for the goods requisitioned, the form returns to the requisitioner who uses it to reorder when the need arises.
- Ultimate Consumer** The buyer who is the last user of a good or service.
- Use Tax** A tax levied on the user of goods. If goods are procured outside the jurisdiction of the taxing authority, and if a sales tax would have been applicable had the goods been purchased within such jurisdiction, a use tax is imposed on the purchaser of the goods.
- Vendee** A term usually applied to the purchaser of real property. "Buyer" is generally applied to the purchaser of personal property.
- Vendor** A seller of goods or services.
- Vendor's Lien** See Seller's Lien.
- Visual Inspection** Usually manual inspection, performed without the aid of test instruments.
- Voucher** A written certification, usually testifying that services have been performed, or goods purchased, and authorizing payment to be made to the vendor.
- Warranty** An undertaking, either express or implied, that a certain fact regarding the subject matter of a contract is as it is declared or promised to be. Not to be confused with "guarantee," which entails contractual responsibility for the substandard performance or nonperformance of another party.
- Wholesaler** A purchaser who buys goods for resale to a retailer or industrial user.
- Without Engagement** A term incorporated in a quotation which frees the vendor from the obligation of accepting an order at the quoted price for fear of price change in the interval between the giving of the quotation and the order being placed.

**APPENDIX C**

## PURCHASING AND TRAFFIC ABBREVIATIONS—A Glossary of Abbreviations in General Use by Purchasing Agents and Traffic Managers

- A.A.R. Association of American Railroads.  
Ad Val. Ad valorem (according to value).  
AEC Atomic Energy Commission.  
A.F.A. Auditor freight accounts.  
A.F.C. Auditor freight claims.  
A.F.R. Auditor freight receipts.  
A.F.T. Auditor freight traffic.  
A.F.T.M. Assistant freight traffic manager.  
A.G.F.A. Assistant general freight agent.  
Amdt. Amendment.  
Amt. Amount.  
A.O.C. Auditor overcharge claims.  
APA Administrative Procedure Act.  
A.Q. Any quantity.  
AR Administrative ruling.  
A.R. (a) All rail (b) All risks.  
Arb. Arbitrary.  
Arr. (a) Arrive (b) Arrival.  
Art. Article.  
A.S.L.R. American Short Line Railroads.  
A.T.A. American Trucking Association.  
A.T.A.A. Air Transport Association of America.  
A.T.C.A. Air Traffic Conference of America.  
Atl. Atlantic.  
A.T.M. Assistant traffic manager.  
Aud. Auditor.  
Auth. Authority.  
Av. Average.  
Avdps. Avoirdupois.  
A.W. All water.  
A/W Actual Weight.
- B.B. Break bulk; Billing book.  
Bbl. Barrel.  
Bdl. Bundle.  
B.E. (a) Bureau of Explosives (b) Bill of exchange.  
B.L. or B/L Bill of lading.  
Bls. Bales.  
B/M Board measure.  
B.M.C. Bureau of Motor Carriers (I.C.C.).  
B.O. (a) Bad order (b) Buyers' option.  
BOR Bureau of Operating Rights.  
Br. Branch.  
B.R.C. Board of Railway Commissioners for Canada.  
B.S. Bill of Sale.  
Bskt. Basket.  
Bu. Bushel.  
B.W.I. British West Indies.  
Bx. Box.
- C.A. (a) Claim agent (b) Commercial agent.
- C.A.F. Cost, assurance, and freight.  
CC Central Committee.  
C. & C. Coal and coke.  
C. & S.M.F.A. Central & Southern Motor Freight Association.  
C.C. (a) Corporation commission (b) Chief clerk.  
cc. Cubic centimeters.  
°C. Degree centigrade.  
CCH Commerce Clearing House.  
C.E. Consumption entry.  
C.F.A. (a) Canadian Freight Association (b) Central Freight Association.  
C.F.C. Consolidated freight classification.  
C. & F. Cost and freight.  
C.I.F. Cost, insurance, and freight.  
C.I.F.C.I. Cost, insurance, freight, collection, interest.  
C.I.F.I. & E. Cost, insurance, freight, interest and exchange.  
C.I.F. & E. Cost, insurance, freight, and exchange.  
Cir. Circular.  
C.I.T. Compression in transit.  
Chg. Charge.  
Ck. (a) Cash (b) Check.  
Class'n. Classification.  
C.L. Carload; connecting line.  
Cld. Cleared.  
cm. or c.m. Centimeter.  
C.M.F.A. Central Motor Freight Association. (Illinois).  
c/o Care of.  
C.O.D. Cash (or collect) on delivery.  
Col. Column.  
Coll. Collect.  
Com. Committee.  
Comb'n. Combination.  
Com'l. Commercial.  
Conf. Conference.  
COR Cost Oriented Rates.  
Cor. L. Corrosive liquid.  
C.O.S. Cash on shipment.  
C.P.G. Cotton piece goods.  
Cr. (a) Credit (b) Creditor.  
C.R. Carrier's risk.  
C.R.C. Canadian Railway Commission.  
C.S. Car service.  
C.S.M.F.B. Central States Motor Freight Bureau.  
C.S.S. Car service section.  
C.T. Central territory (C.F.A.).  
C.T.B. Chief of tariff bureau.

C.T.R. Central Territory Railroads.  
 Cts. Cents.  
 Cu. Ft. (a) Cubic foot (b) Cubic feet.  
 C.W.O. Cash with order.  
 Cwt. Hundredweight.  
 Cy. County.  
 Cyl. Cylinder.

D/B/A Doing business as.  
 Dbk. Drawback.  
 D.D. Double deck.  
 D. of T. Director of Traffic.  
 Deg. Degree.  
 Dely. Delivery.  
 Dem. Demurrage.  
 Desp. Despatch.  
 D.F.A. Division freight agent.  
 Diam. Diameter.  
 Diff. Differential.  
 D. of P.S. Director of public service.  
 Disc. Discount.  
 Disp. (a) Dispatch (b) Dispatcher.  
 Dist. (a) District. (b) Distance.  
 Div. Division.  
 Dk. Dock.  
 Do. Ditto (same).  
 Dpt. Depth.  
 Dr. (a) Debit (b) Debtor (c) Drums.  
 DTA Defense Transportation Administration.  
 Dun. Dunnage.

E.B. Eastbound.  
 E.C.M.C.A. Eastern-Central Motor Carriers Association.  
 E.F.I.B. Eastern Freight Inspection Bureau.  
 e.g. Exempli gratia (for example).  
 E.M.F.C. Eastern Motor Freight Conference.  
 E. & O.E. Errors and omissions excepted.  
 EO Executive Order.  
 Eq. Equal.  
 Est. Estimated.  
 Est. Wt. Estimated Weight.  
 Etc. Et Cetera (and other things; and so forth).  
 Et. seq. And following.  
 E.W. & I.B. Eastern Weighing and Inspection Bureau.  
 Ex. (a) Exchange (b) Express (c) Example.  
 Ex. B.L. Exchange bill of lading.  
 Except. Exception.  
 Exp. Export.  
 EXPL Explosive A or B or C.

F. Degree Fahrenheit.

F.A. (a) Freight agent (b) Free astray (c) Freight astray.  
 F.A.A. Free of all average.  
 Fahr. Fahrenheit.  
 F.A.S. Free alongside ship.  
 F.B. Freight bill.  
 F.C.A. (a) Freight claim agent (b) Freight claim association.  
 F.D. Freight department.  
 FDC Fully distributed costs.  
 Fed. Federal reporter (Law), U. S. District Courts.  
 FF Freight forwarder.  
 F.F.A. Foreign freight agent.  
 FG Flammable compressed gas.  
 Fir. Firkin.  
 FL Flammable liquid.  
 Flt. Float.  
 F.M.B. Federal Maritime Board.  
 F.O.B. Free on board.  
 For. Foreign.  
 F.O.R. Free on rail.  
 F.P.A. Free on particular average.  
 FR Federal register.  
 Frt. Freight.  
 FS Flammable solid.  
 F.S. Fourth Section.  
 Ft. (a) Feet (b) Foot (c) Fort.  
 F.T.D. Freight traffic department.  
 F.T.M. Freight tariff manager.  
 FVC Full visible capacity.  
 F.X. Freight tariff concurrence.

G.A. General average.  
 Gal. Gallon.  
 G.B. Guidebook.  
 Gen'l. General.  
 GAO General Accounting Office.  
 G.F.A. General freight agent.  
 G.F.D. General freight department.  
 G.F.O. General freight office.  
 G.L. General letter.  
 G.M. General manager.  
 G.O. General office.  
 G.P.A. General passenger agent.  
 G.P.D. General passenger department.  
 Gr. Gross.  
 GRC General rate committee.  
 GRP General Rules of practice.  
 G.S. General superintendent.  
 GSA General service administration.  
 G.T. Gross ton.  
 G.T.M. General traffic manager.

H.D. High density (cotton).  
 Hgt. Height.  
 Hhd. Hogshead.  
 Hh. G. Household goods.  
  
 I. & S. Docket. Investigation and Suspension Docket.  
 I.B. (a) Inbound (b) In bond.  
 I.C.C. Interstate Commerce Commission.  
 I.C.C.F.F. Designation used on tariffs filed with Interstate Commerce Commission by Freight Forwarders.  
 I.C.C. Rep. Interstate Commerce Commission Reports.  
 I.C.C. Spec'n. Interstate Commerce Commission Specification.  
 I.-C.M.F.T.B. Intermountain-Coast Motor Freight Tariff Bureau.  
 I.C. Rep. Interstate Commerce Reports.  
 i.e. Id Est (that is).  
 I.F.A. Illinois Freight Association.  
 I.L. Interline.  
 I.M.F.B. Iowa Motor Freight Bureau.  
 Imp. Import.  
 I.M.R. & T.B. Indiana Motor Rate and Tariff Bureau.  
 Inc. (a) Inclusive (b) Incorporated.  
 Inf. L. Inflammable Liquid.  
 Inf. S. Inflammable Solid.  
 Ins. Insurance.  
 Inst. Instant (this month).  
 Inter. Interstate.  
 Intra. Intrastate.  
 Int. Rev. Internal Revenue.  
 Inv. Invoice.  
 I.R.D. Internal Revenue Department.  
 I.T. Immediate transportation (customs).  
 It. Item.  
  
 Jct. Junction.  
 Jt. Joint.  
  
 K.D. Knocked down.  
 K.D.C.L. Knocked down, carload.  
 K.D.F. Knocked Down Flat.  
 K.D.L.C.L. Knocked down, less-than-carload.  
  
 L. & D. Loss and damage.  
 L. & R. Lake and rail.  
 L/C Letter of credit.  
 L.C.L. Less than carload.  
 Ldg. Landing.  
 L.F.A. Local freight Agent.  
  
 Lg. tn. Long ton. (2,240 lbs.).  
 Liq. (a) Liquor (b) Liquid.  
 Ltd. Limited.  
 Ltge. Lighterage.  
 L.T.L. Less than truckload.  
 Ltr. Lighter.  
  
 M.A.C. Middle Atlantic Conference of Motor Carriers.  
 Max. Maximum.  
 M.C.B. Master car builder.  
 M.C.C. Motor Carrier Complaint Cases.  
 MCC Motor Carriers Cases of ICC Reports.  
 MC-EX P Motor Carrier Ex Parte Proceeding.  
 MCF Motor Carrier Finance Cases.  
 Mdse. Merchandise.  
 Memo. Memorandum.  
 M.F.B.M. Thousand feet, board measurement.  
 MF-ICC. Designation used on tariffs and schedules filed with Interstate Commerce Commission by carriers subject to Motor Carrier Act.  
  
 Min. Minimum.  
 M. C. Minimum Charge.  
 Min. Wt. Minimum weight.  
 Misc. Miscellaneous.  
 M.I.T. Milling in transit.  
 mm or m.m. Millimeter.  
 M. O. Money order.  
 M.S.S.M.C.C. Middle Atlantic States Motor Carriers Conference.  
 Mt. Mount.  
 MTMTS Military Traffic Management and Traffic Services.  
 Mty. Empty.  
 M.W.M.F.B. Midwest Motor Freight Bureau.  
 M.-W.M.F.T.B. Midwest Motor Freight Tariff Bureau.  
  
 N.A.C. North Atlantic Coast.  
 Naut. Nautical.  
 Nav. Navigation.  
 N.B. Northbound.  
 NCC National Classification Committee.  
 N.E.F.A. New England Freight Association.  
 N.E.M.R.B. New England Motor Rate Bureau.  
 N.E.S. Not elsewhere specified.  
 N.F.T.B. Niagara Frontier Tariff Bureau.  
 N.I.T.L. National Industrial Traffic League.  
 N.M.F.C. National Motor Freight Classification.  
 NMFTA National Motor Freight Traffic Association.  
 No. Number.

N.O.E. Not otherwise enumerated.  
 N.O.I. Not otherwise indexed by name (truck).  
 N.O.I.B.N. Not otherwise indexed by name (rail).  
 Nos. Numbers.  
 N.O.S. Not otherwise specified.  
 N.P.C.F.B. North Pacific Coast Freight Bureau.  
 Nstd. Nested.  
 N.T. (a) Net ton (b) Northern territory.  
 Ntfy. Notify.  
 NTP. National Transportation Policy.  
 N.W.T.B. Northwest Tariff Bureau.

O. & R. Ocean and rail.  
 O.C. Official classification.  
 O/C. Overcharge.  
 O/N. Order-notify.  
 OPC. Out of pocket costs.  
 O.R. Owner's risk.  
 O.R.B. Owner's risk of breakage.  
 O.R.C. Owner's risk of chafing.  
 O.R.L. Owner's risk of leakage.  
 O.R.W. Owner's risk of becoming wet.  
 O.S. & D. Over, short, and damage.  
 O/T. Other than.  
 OT. Open top trailer.  
 Oxd. M. Oxidizing material.  
 Oz. Ounce.

P.A. (a) Per annum (b) Passenger agent (c) Purchasing agent.  
 P./A. Particular average.  
 Pac. Pacific.  
 Par. Paragraph.  
 Pass. Passenger.  
 PS & N. Public Convenience and Necessity.  
 Pcs. Pieces.  
 P.D. (a) Per diem (b) Property damage.  
 Per An. Per annum.  
 Per Ct. or Per Cent. Per centum.  
 Pfd. Preferred.  
 P.F.T.B. Pacific Freight Tariff Bureau.  
 P.H.P. Packaging-house products.  
 P. I. Publication instructions.  
 P.I.T.B. Pacific Inland Tariff Bureau.  
 Pk. Peck.  
 Pkg. Package.  
 Pl. (a) Place (b) Public liability.  
 Plff. Plaintiff.  
 P.M. (a) Postmaster (b) Paymaster (c) Post meridiem (afternoon).  
 P.O. Post office.  
 Pois A. Poison Gas or liquid, Class A.  
 Pois B. Poisonous Liquid or solid, Class B.

Pois C. Tear Gas, Class C.  
 Pois D. Radioactive Materials, Class D.  
 P.P. (a) Prepay (b) Prepaid (c) Parcel post.  
 pp. Pages.  
 Pr. Price.  
 P.R. & T.A. Pennsylvania Rate and Tariff Association.  
 Pro. Progressive.  
 Prox. Proximo.  
 P.S.C. Public Service Commission.  
 P.S.C.F.T.B. Pacific South Coast Freight Traffic Bureau.  
 PSI. Pounds per square inch.  
 Pt. (a) Pint (b) Point (c) Port.  
 P.T.M. Passenger traffic manager.  
 P.U. Pick up.  
 P.U.C. Public Utilities Commission.  
 P.U. & D. Pick up and delivery.

Q. Question.  
 Qt. (a) Quart (b) Quantity.

R. & W. Rail and water.  
 R.C. Relief claim.  
 R/C. Reconsignment.  
 Ref. Reference.  
 Refrig. (a) Refrigerator (b) Refrigeration.  
 Reg. Regulations.  
 Rel. Released.  
 Rep. (a) Report (b) Representative.  
 R.E.R. Railway Equipment Register.  
 R.I.T. Refining in transit.  
 R. & L. Rail and lake.  
 R.L. & R. Rail, lake and rail.  
 RMMTB. Rocky Mountain Motor Tariff Bureau.  
 R. & O. Rail and ocean.  
 R.P.O. Railway post office.  
 R.S.A.B. Regional Shippers Advisory Boards.  
 Rte. Route.  
 RVNX. Released Value Not Exceeding.  
 R. & W. Rail and water.  
 R.W. & R. Rail, water and rail.  
 Rwy. Railway.  
 Ry. Railway.

S.B. (a) Southbound (b) Steamboat (c) Shipping board.  
 Sc. Scales.  
 S.C. (a) Southern classification (b) Surcharge.  
 S.C.C. State corporation commission.  
 S.C.S. Superintendent car service.  
 S.C. & S. Strapped, corded, and sealed.

S.D. Single deck.  
 Sdg. Siding.  
 Sec. Section.  
 S.F.A. Southern Freight Association.  
 S.F.I.B. Southern Freight Inspection Bureau.  
 Shtg. Shortage.  
 Sh. tn. Short ton (2,000 lb.).  
 S.I.T. Stopping in transit.  
 S.L. & C. Shipper's load and count.  
 S.L. & T. Shipper's load and tally.  
 S.M.C.R.C. Southern Motor Carriers Rate Conference.  
 S.O. (a) Shipping order (b) Seller's option (c) Ship's option.  
 Sou. Class'n. Southern classification.  
 S.P.A. Subject to particular average.  
 Sp. Iron. Special iron.  
 S.R. Shipping receipts.  
 SRC Standing Rate Committee.  
 S.S. (a) Steamship (b) Shipside.  
 ss. Sworn statement.  
 S. of T. Superintendent of transportation.  
 Sta. Station.  
 Stats. Statutes.  
 S.T.C. Single-trip container.  
 Str. Steamer.  
 Strs. Steamers.  
 S.U. Set up.  
 S.U.C.L. Set up, carload.  
 S.U.L.C.L. Set up, less-than-carload.  
 Sup. Supplement.  
 Sup. Ct. U. S. Supreme Court Reporter System.  
 Sup. Ct. Rep. Supreme Court Reporter.  
 Supt. Superintendent.  
 S. W. & I.B. Southern Weighing and Inspection Bureau.  
 S.W.F.B. Southwestern Freight Bureau.  
 S.W.M.F.B. Southwestern Motor Freight Bureau.  
 S.W.T. Southwestern territory.  
 Swtg. Switching.  
 Sys. System.  
 Tc. Tierce.  
 T.C.F.B. Trans-Continental Freight Bureau.  
 T.C.W. & I.B. Trans-Continental Weighing and Inspection Bureau.  
 Term. Terminal.  
 Terr. Territory.  
 Tfr. Transfer.  
 T.L. Truckload.  
 T.L.A. Trunk Line Association.  
 T.L.F.B. Texas-Louisiana Freight Bureau.  
 T.M. Traffic manager.  
 TME Truck mile earnings.  
 Tnge. Tonnage.  
 Tot. Total.  
 Tran. Transit.  
 Trans. Transportation.  
 Transf. Transferred.  
 Transc'tl. Transcontinental.  
 Trf. Tariff.  
 T.T.B. Texas Tariff Bureau.  
 U/C. Undercharge.  
 U.F.C. Uniform freight classification.  
 Ulto. Ultimo.  
 Unrep. Op. Unreported opinion (I.C.C.).  
 U.S.M.C. U. S. Maritime Commission.  
 V. Versus.  
 Val. Value.  
 Ves. Vessel.  
 Viz. Namely.  
 Vol. Volume.  
 Vs. Versus.  
 W.A. With average (insurance).  
 W.B. (a) Waybill (b) Westbound.  
 W.C. Western classification.  
 Wdt. Width.  
 Whf. (a) Wharf (b) Wharfage.  
 Whse. Warehouse.  
 W.I. West Indies.  
 W/M. Weight or measurement.  
 W.P.A. With particular average.  
 W. & R. Water and rail.  
 Wt. Weight.  
 W.T. Western territory.  
 W.T.L. Western truck line.  
 W.W. & I.B. Western Weighing and Inspection Bureau.  
 Yr. Year.

*Courtesy of the Purchasing Agents Association of New York, Inc.*

**APPENDIX D**

## U. S. WEIGHTS AND MEASURES

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### WEIGHTS

<i>Apothecaries'</i> 20 grains (gr)	= 1 scruple (s ap. or ℥)
3 scruples	= 1 dram (dr ap. or ℥)
8 drams	= 1 ounce (oz ap. or ℥)
12 ounces	= 1 pound (lb ap. or lb)
<i>Avoirdupois</i> 27-11/32 grains (gr)	= 1 dram (dr)
16 drams	= 1 ounce (oz)
16 ounces	= 1 pound (lb)
25 pounds	= 1 quarter
4 quarters	= 1 hundredweight (cwt)
20 hundredweights or 2,000 pounds	= 1 ton (tn or t) or short ton (s.t.)
2,240 pounds	= 1 long ton (l.t.)
<i>Troy</i> 24 grains (gr)	= 1 pennyweight (dwt)
20 pennyweights	= 1 ounce (oz t.)
12 ounces	= 1 pound (lb t.)

### MEASURES

<i>Circular</i> 60 seconds (")	= 1 minute (')
60 minutes	= 1 degree (°)
30 degrees	= 1 sign
3 signs	= 1 quadrant or 90 degrees
4 quadrants	= 1 circle or 1 circumference or 360 degrees
<i>Cubic</i> 1,728 cubic inches (cu in.)	= 1 cubic foot (cu ft)
27 cubic feet	= 1 cubic yard (cu yd)
128 cubic feet	= 1 cord (cd)
<i>Dry</i> 2 pints (pt)	= 1 quart (qt)
8 quarts	= 1 peck (pk)
4 pecks	= 1 bushel (bu) or 2,150.42 cubic inches (cu in.)
<i>Linear or Long</i> 12 inches (in.)	= 1 foot (ft)
3 feet	= 1 yard (yd)
5½ yards	= 1 rod (rd) or pole (p) or perch (p)
40 rods	= 1 furlong (fur.)
8 furlongs or 1,760 yards or 5,280 feet	= 1 mile (mi)
3 miles	= 1 league
<i>Liquid</i> 8 fluid dram (f ℥)	= 1 fluid ounce (f ℥)
4 fluid ounces	= 1 gill (gi)
4 gills	= 1 pint (pt)
2 pints	= 1 quart (qt)
4 quarts	= 1 gallon (gal) or 231 cubic inches (cu in.)
31½ gallons	= 1 barrel (bbl)
<i>Mariners' or Nautical</i> 6 feet (ft)	= 1 fathom (f or fm)
100 fathoms	= 1 cable's length (ordinary)
10 cables' lengths	= 1 nautical mile or 6,080.20 feet
1 nautical mile	= 1.1516 statute miles
1 knot	= a speed of 1 nautical mile or 1.1516 statute miles per hour
<i>Paper</i> 24 sheets (sh)	= 1 quire (qr)
20 quires	= 1 ream (rm)
2 reams	= 1 bundle (bdl)
5 bundles	= 1 bale (B/-)
<i>Square</i> 144 square inches (sq in.)	= 1 square foot (sq ft)
9 square feet	= 1 square yard (sq yd)
30½ square yards	= 1 square rod (sq rd) or square pole (sq p) or square perch (sq p)
160 square rods or 4,840 square yards	= 1 acre (A)
640 acres	= 1 square mile (sq mi)
36 square miles	= 1 township (tp)

## METRIC WEIGHTS AND MEASURES

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### AREA

100 square millimeters (sq mm or mm <sup>2</sup> )	= 1 square centimeter (sq cm or cm <sup>2</sup> )
100 square centimeters	= 1 square decimeter (sq dm or dm <sup>2</sup> )
100 square decimeters	= 1 square meter (sq m or m <sup>2</sup> ) or 1 centiare (ca)
100 square meters	= 1 are (a)
100 ares	= 1 hectare (ha)
100 hectares	= 1 square kilometer (sq km or km <sup>2</sup> )

### CAPACITY

10 milliliters (ml)	= 1 centiliter (cl)
10 centiliters	= 1 deciliter (dl)
10 deciliters	= 1 liter (l)
10 liters	= 1 decaliter (dkl)
10 decaliters	= 1 hectoliter (hl)
10 hectoliters or 1,000 liters	= 1 kiloliter (kl)

### LENGTH

10 millimeters (mm)	= 1 centimeter (cm)
10 centimeters	= 1 decimeter (dm)
10 decimeters	= 1 meter (m)
10 meters	= 1 decameter (dkm)
10 decameters	= 1 hectometer (hm)
10 hectometers or 1,000 meters	= 1 kilometer (km)

### VOLUME

1,000 cubic millimeters (cu mm or mm <sup>3</sup> )	= 1 cubic centimeter (cu cm or cm <sup>3</sup> )
1,000 cubic centimeters	= 1 cubic decimeter (cu dm or dm <sup>3</sup> )
1,000 cubic decimeters	= 1 cubic meter (cu m or m <sup>3</sup> )

### WEIGHT

10 milligrams (mg)	= 1 centigram (cg)
10 centigrams	= 1 decigram (dg)
10 decigrams	= 1 gram (g)
1,000 grams	= 1 kilogram or kilo (kg)
100 kilograms	= 1 quintal (q)
10 quintals or 1,000 kilograms	= 1 metric ton (MT)

## U. S. EQUIVALENTS OF METRIC WEIGHTS AND MEASURES

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### AREA

1 square centimeter	=	0.155 square inch
1 centiare	=	1.550 square inches
1 are	=	119.6 square yards
1 hectare	=	2.471 acres
1 square kilometer	=	0.3861 square mile

### CAPACITY

1 centiliter	=	0.338 fluid ounce
1 deciliter	=	6.1025 cubic inches
1 liter	=	0.9081 dry quart or 1.0567 liquid quarts
1 decaliter	=	0.284 bushel or 2.64 gallons
1 hectoliter	=	2.838 bushels or 26.418 gallons
1 kiloliter	=	35.315 cubic feet or 264.18 gallons

### LENGTH

1 centimeter	=	0.3937 inch
1 decimeter	=	3.937 inches
1 meter	=	39.37 inches
1 decameter	=	393.7 inches
1 hectometer	=	328 feet 1 inch
1 kilometer	=	0.62137 mile

### VOLUME

1 cubic centimeter	=	0.061 cubic inch
1 cubic meter	=	1.308 cubic yards

### WEIGHT

1 centigram	=	0.1543 grain
1 decigram	=	1.5432 grains
1 gram	=	15.432 grains
1 kilogram	=	2.2046 pounds
1 quintal	=	220.46 pounds
1 metric ton	=	2,204.6 pounds

## METRIC EQUIVALENTS OF U. S. WEIGHTS AND MEASURES

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### APOTHECARIES' WEIGHT

1 scruple	= 1.296 grams
1 dram	= 3.888 grams

### AVOIRDUPOIS WEIGHT

1 dram	= 1.772 grams
1 ounce	= 28.3495 grams
1 pound	= 453.59 grams or 0.4536 kilogram
1 hundredweight	= 45.36 kilograms
1 short ton	= 907.18 kilograms or 0.9072 metric ton
1 long ton	= 1,016.05 kilograms or 1.0160 metric tons

### TROY WEIGHT

1 pennyweight	= 1.555 grams
1 ounce	= 31.1035 grams
1 pound	= 373.24 grams or 0.3732 kilogram

### CUBIC MEASURE

1 cubic inch	= 16.387 cubic centimeters
1 cubic foot	= 0.0283 cubic meter
1 cubic yard	= 0.7646 cubic meter
1 cord	= 3.625 cubic meters

### LIQUID MEASURE

1 fluid ounce	= 0.0297 liter
1 gill	= 0.118 liter
1 pint	= 0.4732 liter
1 quart	= 0.9463 liter
1 gallon	= 3.7853 liters

### DRY MEASURE

1 quart	= 1.1012 liters
1 peck	= 8.8096 liters
1 bushel	= 35.2383 liters

### LINEAR OR LONG MEASURE

1 inch	= 2.54 centimeters
1 foot	= 0.3048 meter
1 yard	= 0.9144 meter
1 rod	= 5.029 meters
1 furlong	= 201.17 meters
1 mile	= 1.6093 kilometers
1 league	= 4.83 kilometers

### MARINERS' OR NAUTICAL MEASURE

1 fathom	= 1.829 meters
1 nautical mile	= 1.853.248 meters

### SQUARE MEASURE

1 square inch	= 6.452 square centimeters
1 square foot	= 929 square centimeters
1 square yard	= 0.8361 square meter
1 square rod	= 25.29 square meters
1 acre	= 40.4687 ares or 0.4047 hectare
1 square mile	= 259 hectares or 2.59 square kilometers
1 township	= 9,324 hectares or 93.24 square kilometers

## Decimal Inch Equivalents of Millimeters and Fractions of Millimeters

Mm	In.	Mm	In.	Mm	In.	Mm	In.	Mm	In.
1/50	0.000 787	1	0.039 37	11	0.433 07	21	0.826 77	31	2.007 87
2/50	0.001 575	1.2	0.047 21	11.2	0.440 94	21.2	0.834 64	32	2.047 24
3/50	0.002 362	1.4	0.055 12	11.4	0.448 82	21.4	0.842 52	33	2.086 61
4/50	0.003 150	1.6	0.062 99	11.6	0.456 69	21.6	0.850 39	34	2.125 98
5/50	0.003 937	1.8	0.070 87	11.8	0.464 57	21.8	0.858 27	35	2.165 35
6/50	0.004 724	2	0.078 74	12	0.472 44	22	0.866 14	36	2.204 72
7/50	0.005 512	2.2	0.086 61	12.2	0.480 31	22.2	0.874 01	37	2.244 09
8/50	0.006 299	2.4	0.094 49	12.4	0.488 19	22.4	0.881 89	38	2.283 46
9/50	0.007 087	2.6	0.102 36	12.6	0.496 06	22.6	0.889 76	39	2.322 83
10/50	0.007 874	2.8	0.110 24	12.8	0.503 94	22.8	0.897 74	40	2.362 20
11/50	0.008 661	3	0.118 11	13	0.511 81	23	0.905 51	41	2.401 57
12/50	0.009 449	3.2	0.125 98	13.2	0.519 68	23.2	0.913 38	42	2.440 94
13/50	0.010 236	3.4	0.133 86	13.4	0.527 56	23.4	0.921 26	43	2.480 31
14/50	0.011 024	3.6	0.141 73	13.6	0.535 43	23.6	0.929 13	44	2.519 68
15/50	0.011 811	3.8	0.149 61	13.8	0.543 31	23.8	0.937 01	45	2.559 05
16/50	0.012 598	4	0.157 48	14	0.551 18	24	0.944 88	46	2.598 42
17/50	0.013 386	4.2	0.165 35	14.2	0.559 05	24.2	0.952 75	47	2.637 79
18/50	0.014 173	4.4	0.173 23	14.4	0.566 93	24.4	0.960 63	48	2.677 16
19/50	0.014 961	4.6	0.181 10	14.6	0.574 80	24.6	0.968 50	49	2.716 53
20/50	0.015 748	4.8	0.188 98	14.8	0.582 68	24.8	0.976 38	50	2.755 90
21/50	0.016 535	5	0.196 85	15	0.590 55	25	0.984 25	51	2.795 27
22/50	0.017 323	5.2	0.204 72	15.2	0.598 42	25.2	0.992 12	52	2.834 64
23/50	0.018 110	5.4	0.212 60	15.4	0.606 30	25.4	1.000 00	53	2.874 01
24/50	0.018 898	5.6	0.220 47	15.6	0.614 17	25.6	1.007 87	54	2.913 38
25/50	0.019 685	5.8	0.228 35	15.8	0.622 05	25.8	1.015 75	55	2.952 75
26/50	0.020 472	6	0.236 22	16	0.629 92	26	1.023 62	56	2.992 12
27/50	0.021 260	6.2	0.244 09	16.2	0.637 79	27	1.031 49	57	3.031 49
28/50	0.022 047	6.4	0.251 97	16.4	0.645 67	28	1.102 36	58	3.070 86
29/50	0.022 835	6.6	0.259 84	16.6	0.653 54	29	1.141 73	59	3.110 23
30/50	0.023 622	6.8	0.267 72	16.8	0.661 42	30	1.181 10	60	3.149 60
31/50	0.024 409	7	0.275 59	17	0.669 29	31	1.220 47	61	3.188 97
32/50	0.025 197	7.2	0.283 46	17.2	0.677 16	32	1.259 84	62	3.228 34
33/50	0.025 984	7.4	0.291 34	17.4	0.685 04	33	1.299 21	63	3.267 71
34/50	0.026 772	7.6	0.299 21	17.6	0.692 91	34	1.338 58	64	3.307 08
35/50	0.027 559	7.8	0.307 09	17.8	0.700 79	35	1.377 95	65	3.346 45
36/50	0.028 346	8	0.314 96	18	0.708 66	36	1.417 32	66	3.385 82
37/50	0.029 134	8.2	0.322 83	18.2	0.716 53	37	1.456 69	67	3.425 19
38/50	0.029 921	8.4	0.330 71	18.4	0.724 41	38	1.496 06	68	3.464 56
39/50	0.030 709	8.6	0.338 58	18.6	0.732 28	39	1.535 43	69	3.503 93
40/50	0.031 496	8.8	0.346 46	18.8	0.740 16	40	1.574 80	70	3.543 30
41/50	0.032 283	9	0.354 33	19	0.748 03	41	1.614 17	71	3.582 67
42/50	0.033 071	9.2	0.362 20	19.2	0.755 90	42	1.653 54	72	3.622 04
43/50	0.033 858	9.4	0.370 03	19.4	0.763 78	43	1.692 91	73	3.661 41
44/50	0.034 646	9.6	0.377 95	19.6	0.771 65	44	1.732 28	74	3.700 78
45/50	0.035 433	9.8	0.385 83	19.8	0.779 53	45	1.771 65	75	3.740 15
46/50	0.036 220	10	0.393 70	20	0.787 40	46	1.811 02	76	3.779 52
47/50	0.037 008	10.2	0.401 57	20.2	0.795 27	47	1.850 39	77	3.818 89
48/50	0.037 795	10.4	0.409 45	20.4	0.803 15	48	1.889 76	78	3.858 26
49/50	0.038 583	10.6	0.417 32	20.6	0.811 02	49	1.929 13	79	3.897 63
		10.8	0.425 20	20.8	0.818 90	50	1.968 50	80	3.937 00

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## Decimal and Metric Equivalent of Fractions of an Inch

In.	In.	Mm	In.	In.	Mm	In.	In.	Mm
1/64	= 0.015625	= 0.39637	11/32	= 0.34375	= 8.73117	43/64	= 0.671875	= 17.06541
1/32	= 0.03125	= 0.79374	23/64	= 0.359375	= 9.12801	11/16	= 0.6875	= 17.46234
3/64	= 0.046875	= 1.19061	3/8	= 0.375	= 9.52491	45/64	= 0.703125	= 17.35915
1/16	= 0.0625	= 1.58748	25/64	= 0.390625	= 9.92175	23/32	= 0.71875	= 18.25603
5/64	= 0.078125	= 1.98435	13/32	= 0.40625	= 10.31865	47/64	= 0.734375	= 18.65289
3/32	= 0.09375	= 2.38123	27/64	= 0.421875	= 10.71549			
7/64	= 0.109375	= 2.77809	7/16	= 0.4375	= 11.11240	3/4	= 0.75	= 19.04982
1/8	= 0.125	= 3.17497	29/64	= 0.453125	= 11.50923	49/64	= 0.765625	= 19.44663
9/64	= 0.140625	= 3.57183	15/32	= 0.46875	= 11.90614	25/32	= 0.78125	= 19.84356
5/32	= 0.15625	= 3.96871	31/64	= 0.484375	= 12.30297	51/64	= 0.796875	= 20.24037
11/64	= 0.171875	= 4.36557				13/16	= 0.8125	= 20.63731
3/16	= 0.1875	= 4.76245	1/2	= 0.5	= 12.69988	53/64	= 0.828125	= 21.03411
13/64	= 0.203125	= 5.15931	33/64	= 0.515625	= 13.09671	27/32	= 0.84375	= 21.43105
7/32	= 0.21875	= 5.55620	17/32	= 0.53125	= 13.49362	55/64	= 0.859375	= 21.82785
15/64	= 0.234375	= 5.95305	35/64	= 0.546875	= 13.89045	7/8	= 0.875	= 22.22479
			9/16	= 0.5625	= 14.28737	57/64	= 0.890625	= 22.62159
1/4	= 0.25	= 6.34994	37/64	= 0.578125	= 14.68419	29/32	= 0.90625	= 23.01853
17/64	= 0.265625	= 6.74679	19/32	= 0.59375	= 15.08111	59/64	= 0.921875	= 23.41533
9/32	= 0.28125	= 7.14368	39/64	= 0.609375	= 15.47793	15/16	= 0.9375	= 23.81228
19/64	= 0.296875	= 7.54053	5/8	= 0.625	= 15.87485	61/64	= 0.953125	= 24.20907
5/16	= 0.3125	= 7.93743	41/64	= 0.640625	= 16.27167	31/32	= 0.96875	= 24.60602
21/64	= 0.328125	= 8.33427	21/32	= 0.65625	= 16.66859	63/64	= 0.984375	= 25.00281
						1	= 1.0	= 25.4

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## ENGINEERING UNITS

1 British thermal unit (Btu or B)	= 1,055 watt-seconds = 778 foot-pounds (ft-lb) = 0.000293 kilowatthour = 0.000393 horsepower-hour
1 horsepower-hour (hp-hr)	= 0.746 kilowatthour = 1,980,000 foot-pounds = 2545 heat units (Btu or B)
1 horsepower (hp)	= 33,000 foot-pounds per minute = 550 foot-pounds per second = 746 watts = 0.746 kilowatt
1 kilowatt (kw)	= 1,000 watts = 1.34 horsepower = 737.3 foot-pounds per second = 44,240 foot-pounds per minute = 56.9 heat units (Btu or B) per minute
1 kilowatthour (kwhr)	= 1,000 watthours (whr) = 1.34 horsepower-hours = 2,654,200 foot-pounds = 3412 heat units (Btu or B)
1 watt (w)	= 1 joule per second = 0.00134 horsepower = 3412 heat units (Btu or B) per hour = 0.7373 foot-pounds per second = 44.24 foot-pounds per minute

## TEMPERATURE CONVERSIONS

The general arrangement of this table was devised by Sauveur and Boyiston more than 40 years ago. The middle column of figures contains the reading (°F or °C) to be converted. If converting from degrees Fahren-

heit to degrees Centigrade, read the Centigrade equivalent in the column headed "C." If converting from Centigrade to Fahrenheit, read the Fahrenheit equivalent in the column headed "F."

F	C	F	C	F	C	F	C	F	C				
-458	-272.22	-308	-188.89	-252.4	-158	-105.56	-17.6	-22.22	287.6	142	61.11		
-456	-271.11	-306	-187.78	-248.8	-156	-104.44	+21.2	-21.11	291.2	144	62.22		
-454	-270.00	-304	-186.67	-245.2	-154	-103.33	+24.8	-20.00	294.8	146	63.33		
-452	-268.89	-302	-185.56	-241.6	-152	-102.22	+28.4	-18.89	298.4	148	64.44		
-450	-267.78	-300	-184.44	-238.0	-150	-101.11	+32.0	-17.78	302.0	150	65.56		
-448	-266.67	-298	-183.33	-234.4	-148	-100.00	+35.6	-16.67	305.6	152	66.67		
-446	-265.56	-296	-182.22	-230.8	-146	-98.89	+39.2	-15.56	309.2	154	67.78		
-444	-264.44	-294	-181.11	-227.2	-144	-97.78	+42.8	-14.44	312.8	156	68.89		
-442	-263.33	-292	-180.00	-223.6	-142	-96.67	+46.4	-13.33	316.4	158	70.00		
-440	-262.22	-290	-178.89	-220.0	-140	-95.56	+50.0	-12.22	320.0	160	71.11		
-438	-261.11	-288	-177.78	-216.4	-138	-94.44	+53.6	-11.11	323.6	162	72.22		
-436	-260.00	-286	-176.67	-212.8	-136	-93.33	+57.2	-10.00	327.2	164	73.33		
-434	-258.89	-284	-175.56	-209.2	-134	-92.22	+60.8	-8.89	330.8	166	74.44		
-432	-257.78	-282	-174.44	-205.6	-132	-91.11	+64.4	-7.78	334.4	168	75.56		
-430	-256.67	-280	-173.33	-202.0	-130	-90.00	+68.0	-6.67	338.0	170	76.67		
-428	-255.56	-278	-172.22	-198.4	-128	-88.89	+71.6	-5.56	341.6	172	77.78		
-426	-254.44	-276	-171.11	-194.8	-126	-87.78	+75.2	-4.44	345.2	174	78.89		
-424	-253.33	-274	-170.00	-191.2	-124	-86.67	+78.8	-3.33	348.8	176	80.00		
-422	-252.22	-457.6	-272	-188.89	-187.6	-122	-85.56	+82.4	+28	-2.22	352.4	178	81.11
-420	-251.11	-454.0	-270	-187.78	-184.0	-120	-84.44	+86.0	+30	-1.11	356.0	180	82.22
-418	-250.00	-450.4	-268	-186.67	-180.4	-118	-83.33	+89.6	+32	+0.00	359.6	182	83.33
-416	-248.89	-446.8	-266	-185.56	-176.8	-116	-82.22	+93.2	+34	+1.11	363.2	184	84.44
-414	-247.78	-443.2	-264	-184.44	-173.2	-114	-81.11	+96.8	+36	+2.22	366.8	186	85.56
-412	-246.67	-439.6	-262	-183.33	-169.6	-112	-80.00	+100.4	+38	+3.33	370.4	188	86.67
-410	-245.56	-436.0	-260	-182.22	-166.0	-110	-78.89	+104.0	+40	+4.44	374.0	190	87.78
-408	-244.44	-432.4	-258	-181.11	-162.4	-108	-77.78	107.6	42	5.56	377.6	192	88.89
-406	-243.33	-428.8	-256	-180.00	-158.8	-106	-76.67	111.2	44	6.67	381.2	194	90.00
-404	-242.22	-425.2	-254	-178.89	-155.2	-104	-75.56	114.8	46	7.78	384.8	196	91.11
-402	-241.11	-421.6	-252	-177.78	-151.6	-102	-74.44	118.4	48	8.89	388.4	198	92.22
-400	-240.00	-418.0	-250	-176.67	-148.0	-100	-73.33	122.0	50	10.00	392.0	200	93.33
-398	-238.89	-414.4	-248	-175.56	-144.4	-98	-72.22	125.6	52	11.11	395.6	202	94.44
-396	-237.78	-410.8	-246	-174.44	-140.8	-96	-71.11	129.2	54	12.12	399.2	204	95.56
-394	-236.67	-407.2	-244	-173.33	-137.2	-94	-70.00	132.8	56	13.33	402.8	206	96.67
-392	-235.56	-403.6	-242	-172.22	-133.6	-92	-68.89	136.4	58	14.44	406.4	208	97.78
-390	-234.44	-400.0	-240	-171.11	-130.0	-90	-67.78	140.0	60	15.56	410.0	210	98.89
-388	-233.33	-396.4	-238	-170.00	-126.4	-88	-66.67	143.6	62	16.67	413.6	212	100.00
-386	-232.22	-392.8	-236	-168.89	-122.8	-86	-65.56	147.2	64	17.78	417.2	214	101.11
-384	-231.11	-389.2	-234	-167.78	-119.2	-84	-64.44	150.8	66	18.89	420.8	216	102.22
-382	-230.00	-385.6	-232	-166.67	-115.6	-82	-63.33	154.4	68	20.00	424.4	218	103.33
-380	-228.89	-382.0	-230	-165.56	-112.0	-80	-62.22	158.0	70	21.11	428.0	220	104.44
-378	-227.78	-378.4	-228	-164.44	-108.4	-78	-61.11	161.6	72	22.22	431.6	222	105.56
-376	-226.67	-374.8	-226	-163.33	-104.8	-76	-60.00	165.2	74	23.33	435.2	224	106.67
-374	-225.56	-371.2	-224	-162.22	-101.2	-74	-58.89	168.8	76	24.44	438.8	226	107.78
-372	-224.44	-367.6	-222	-161.11	-97.6	-72	-57.78	172.4	78	25.56	442.4	228	108.89
-370	-223.33	-364.0	-220	-160.00	-94.0	-70	-56.67	176.0	80	26.67	446.0	230	110.00
-368	-222.22	-360.4	-218	-158.89	-90.4	-68	-55.56	179.6	82	27.78	449.6	232	111.11
-366	-221.11	-356.8	-216	-157.78	-86.8	-66	-54.44	183.2	84	28.89	453.2	234	112.22
-364	-220.00	-353.2	-214	-156.67	-83.2	-64	-53.33	186.8	86	30.00	456.8	236	113.33
-362	-218.89	-349.6	-212	-155.56	-79.6	-62	-52.22	190.4	88	31.11	460.4	238	114.44
-360	-217.78	-346.0	-210	-154.44	-76.0	-60	-51.11	194.0	90	32.22	464.0	240	115.56
-358	-216.67	-342.4	-208	-153.33	-72.4	-58	-50.00	197.6	92	33.33	467.6	242	116.67
-356	-215.56	-338.8	-206	-152.22	-68.8	-56	-48.89	201.2	94	34.44	471.2	244	117.78
-354	-214.44	-335.2	-204	-151.11	-65.2	-54	-47.78	204.8	96	35.56	474.8	246	118.89
-352	-213.33	-331.6	-202	-150.00	-61.6	-52	-46.67	208.4	98	36.67	478.4	248	120.00
-350	-212.22	-328.0	-200	-148.89	-58.0	-50	-45.56	212.0	100	37.78	482.0	250	121.11
-348	-211.11	-324.4	-198	-147.78	-54.4	-48	-44.44	215.6	102	38.89	485.6	252	122.22
-346	-210.00	-320.8	-196	-146.67	-50.8	-46	-43.33	219.2	104	40.00	489.2	254	123.33
-344	-208.89	-317.2	-194	-145.56	-47.2	-44	-42.22	222.8	106	41.11	492.8	256	124.44
-342	-207.78	-313.6	-192	-144.44	-43.6	-42	-41.11	226.4	108	42.22	496.4	258	125.56
-340	-206.67	-310.0	-190	-143.33	-40.0	-40	-40.00	230.0	110	43.33	500.0	260	126.67
-338	-205.56	-306.4	-188	-142.22	-36.4	-38	-38.89	233.6	112	44.44	503.6	262	127.78
-336	-204.44	-302.8	-186	-141.11	-32.8	-36	-37.78	237.2	114	45.56	507.2	264	128.89
-334	-203.33	-299.2	-184	-140.00	-29.2	-34	-36.67	240.8	116	46.67	510.8	266	130.00
-332	-202.22	-295.6	-182	-138.89	-25.6	-32	-35.56	244.4	118	47.78	514.4	268	131.11
-330	-201.11	-292.0	-180	-137.78	-22.0	-30	-34.44	248.0	120	48.89	518.0	270	132.22
-328	-200.00	-288.4	-178	-136.67	-18.4	-28	-33.33	251.6	122	50.00	521.6	272	133.33
-326	-198.89	-284.8	-176	-135.56	-14.8	-26	-32.22	255.2	124	51.11	525.2	274	134.44
-324	-197.78	-281.2	-174	-134.44	-11.2	-24	-31.11	258.8	126	52.22	528.8	276	135.56
-322	-196.67	-277.6	-172	-133.33	-7.6	-22	-30.00	262.4	128	53.33	532.4	278	136.67
-320	-195.56	-274.0	-170	-132.22	-4.0	-20	-28.89	266.0	130	54.44	536.0	280	137.78
-318	-194.44	-270.4	-168	-131.11	-0.4	-18	-27.78	269.6	132	55.56	539.6	282	138.89
-316	-193.33	-266.8	-166	-130.00	+3.2	-16	-26.67	273.2	134	56.67	543.2	284	140.00
-314	-192.22	-263.2	-164	-128.89	+6.8	-14	-25.56	276.8	136	57.78	546.8	286	141.11
-312	-191.11	-259.6	-162	-127.78	+10.4	-12	-24.44	280.4	138	58.89	550.4	288	142.22
-310	-190.00	-256.0	-160	-126.67	+14.0	-10	-23.33	284.0	140	60.00	554.0	290	143.33

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# TEMPERATURE CONVERSIONS

F	C	F	C	F	C	F	C	F	C	F	C			
357.6	202	144.44	970.8	466	241.11	1832.0	1000	537.78	1198.0	1370	1021.1	1964.0	2740	1504.4
361.2	204	145.56	874.4	468	242.22	1950.0	1010	543.33	2416.0	1380	1026.7	4982.0	2750	1510.0
364.8	206	146.67	878.0	470	243.33	1868.0	1020	548.89	3434.0	1390	1032.2	5000.0	2760	1515.6
368.4	208	147.78	881.6	472	244.44	1886.0	1030	554.44	3452.0	1400	1037.8	5018.0	2770	1521.1
372.0	210	148.89	885.2	474	245.56	1904.0	1040	560.00	3470.0	1410	1043.3	5036.0	2780	1526.7
375.6	212	150.00	888.8	476	246.67	1922.0	1050	565.56	3488.0	1420	1048.9	5054.0	2790	1532.2
379.2	214	151.11	892.4	478	247.78	1940.0	1060	571.11	3506.0	1430	1054.4	5072.0	2800	1537.8
382.8	216	152.22	896.0	480	248.89	1958.0	1070	576.67	3524.0	1440	1060.0	5090.0	2810	1543.3
386.4	218	153.33	899.6	482	250.00	1976.0	1080	582.22	3542.0	1450	1065.6	5108.0	2820	1548.9
390.0	220	154.44	903.2	484	251.11	1994.0	1090	587.78	3560.0	1460	1071.1	5126.0	2830	1554.4
393.6	222	155.56	906.8	486	252.22	2012.0	1100	593.33	3578.0	1470	1076.7	5144.0	2840	1560.0
397.2	224	156.67	910.4	488	253.33	2030.0	1110	598.89	3596.0	1480	1082.2	5162.0	2850	1565.6
400.8	226	157.78	914.0	490	254.44	2048.0	1120	604.44	3614.0	1490	1087.8	5180.0	2860	1571.1
404.4	228	158.89	917.6	492	255.56	2066.0	1130	610.00	3632.0	1500	1093.3	5198.0	2870	1576.7
408.0	230	160.00	921.2	494	256.67	2084.0	1140	615.56	3650.0	1510	1098.9	5216.0	2880	1582.2
411.6	232	161.11	924.8	496	257.78	2102.0	1150	621.11	3668.0	1520	1104.4	5234.0	2890	1587.8
415.2	234	162.22	928.4	498	258.89	2120.0	1160	626.67	3686.0	1530	1110.0	5252.0	2900	1593.3
418.8	236	163.33	932.0	500	260.00	2138.0	1170	632.22	3704.0	1540	1115.6	5270.0	2910	1598.9
422.4	238	164.44	935.6	502	261.11	2156.0	1180	637.78	3722.0	1550	1121.1	5288.0	2920	1604.4
426.0	240	165.56	939.2	504	262.22	2174.0	1190	643.33	3740.0	1560	1126.7	5306.0	2930	1610.0
429.6	242	166.67	942.8	506	263.33	2192.0	1200	648.89	3758.0	1570	1132.2	5324.0	2940	1615.6
433.2	244	167.78	946.4	508	264.44	2210.0	1210	654.44	3776.0	1580	1137.8	5342.0	2950	1621.1
436.8	246	168.89	950.0	510	265.56	2228.0	1220	660.00	3794.0	1590	1143.3	5360.0	2960	1626.7
440.4	248	170.00	953.6	512	266.67	2246.0	1230	665.56	3812.0	1600	1148.9	5378.0	2970	1632.2
444.0	250	171.11	957.2	514	267.78	2264.0	1240	671.11	3830.0	1610	1154.4	5396.0	2980	1637.8
447.6	252	172.22	960.8	516	268.89	2282.0	1250	676.67	3848.0	1620	1160.0	5414.0	2990	1643.3
451.2	254	173.33	964.4	518	270.00	2300.0	1260	682.22	3866.0	1630	1165.6	5432.0	3000	1648.9
454.8	256	174.44	968.0	520	271.11	2318.0	1270	687.78	3884.0	1640	1171.1	5450.0	3010	1654.4
458.4	258	175.56	971.6	522	272.22	2336.0	1280	693.33	3902.0	1650	1176.7	5468.0	3020	1660.0
462.0	260	176.67	975.2	524	273.33	2354.0	1290	698.89	3920.0	1660	1182.2	5486.0	3030	1665.6
465.6	262	177.78	978.8	526	274.44	2372.0	1300	704.44	3938.0	1670	1187.8	5504.0	3040	1671.1
469.2	264	178.89	982.4	528	275.56	2390.0	1310	710.00	3956.0	1680	1193.3	5522.0	3050	1676.7
472.8	266	180.00	986.0	530	276.67	2408.0	1320	715.56	3974.0	1690	1198.9	5540.0	3060	1682.2
476.4	268	181.11	989.6	532	277.78	2426.0	1330	721.11	3992.0	1700	1204.4	5558.0	3070	1687.8
480.0	270	182.22	993.2	534	278.89	2444.0	1340	726.67	4010.0	1710	1210.0	5576.0	3080	1693.3
483.6	272	183.33	996.8	536	280.00	2462.0	1350	732.22	4028.0	1720	1215.6	5594.0	3090	1698.9
487.2	274	184.44	1000.4	538	281.11	2480.0	1360	737.78	4046.0	1730	1221.1	5612.0	3100	1704.4
490.8	276	185.56	1004.0	540	282.22	2498.0	1370	743.33	4064.0	1740	1226.7	5630.0	3110	1710.0
494.4	278	186.67	1007.6	542	283.33	2516.0	1380	748.89	4082.0	1750	1232.2	5648.0	3120	1715.6
498.0	280	187.78	1011.2	544	284.44	2534.0	1390	754.44	4100.0	1760	1237.8	5666.0	3130	1721.1
501.6	282	188.89	1014.8	546	285.56	2552.0	1400	760.00	4118.0	1770	1243.3	5684.0	3140	1726.7
505.2	284	190.00	1018.4	548	286.67	2570.0	1410	765.56	4136.0	1780	1248.9	5702.0	3150	1732.2
508.8	286	191.11	1022.0	550	287.78	2588.0	1420	771.11	4154.0	1790	1254.4	5720.0	3160	1737.8
512.4	288	192.22	1025.6	552	288.89	2606.0	1430	776.67	4172.0	1800	1260.0	5738.0	3170	1743.3
516.0	290	193.33	1029.2	554	290.00	2624.0	1440	782.22	4190.0	1810	1265.6	5756.0	3180	1748.9
519.6	292	194.44	1032.8	556	291.11	2642.0	1450	787.78	4208.0	1820	1271.1	5774.0	3190	1754.4
523.2	294	195.56	1036.4	558	292.22	2660.0	1460	793.33	4226.0	1830	1276.7	5792.0	3200	1760.0
526.8	296	196.67	1040.0	560	293.33	2678.0	1470	798.89	4244.0	1840	1282.2	5810.0	3210	1765.6
530.4	298	197.78	1043.6	562	294.44	2696.0	1480	804.44	4262.0	1850	1287.8	5828.0	3220	1771.1
534.0	300	198.89	1047.2	564	295.56	2714.0	1490	810.00	4280.0	1860	1293.3	5846.0	3230	1776.7
537.6	302	200.00	1050.8	566	296.67	2732.0	1500	815.56	4298.0	1870	1298.9	5864.0	3240	1782.2
541.2	304	201.11	1054.4	568	297.78	2750.0	1510	821.11	4316.0	1880	1304.4	5882.0	3250	1787.8
544.8	306	202.22	1058.0	570	298.89	2768.0	1520	826.67	4334.0	1890	1310.0	5900.0	3260	1793.3
548.4	308	203.33	1061.6	572	299.00	2786.0	1530	832.22	4352.0	1900	1315.6	5918.0	3270	1798.9
552.0	310	204.44	1065.2	574	300.00	2804.0	1540	837.78	4370.0	1910	1321.1	5936.0	3280	1804.4
555.6	312	205.56	1068.8	576	301.11	2822.0	1550	843.33	4388.0	1920	1326.7	5954.0	3290	1810.0
559.2	314	206.67	1072.4	578	302.22	2840.0	1560	848.89	4406.0	1930	1332.2	5972.0	3300	1815.6
562.8	316	207.78	1076.0	580	303.33	2858.0	1570	854.44	4424.0	1940	1337.8	5990.0	3310	1821.1
566.4	318	208.89	1079.6	582	304.44	2876.0	1580	860.00	4442.0	1950	1343.3	6008.0	3320	1826.7
570.0	320	210.00	1083.2	584	305.56	2894.0	1590	865.56	4460.0	1960	1348.9	6026.0	3330	1832.2
573.6	322	211.11	1086.8	586	306.67	2912.0	1600	871.11	4478.0	1970	1354.4	6044.0	3340	1837.8
577.2	324	212.22	1090.4	588	307.78	2930.0	1610	876.67	4496.0	1980	1360.0	6062.0	3350	1843.3
580.8	326	213.33	1094.0	590	308.89	2948.0	1620	882.22	4514.0	1990	1365.6	6080.0	3360	1848.9
584.4	328	214.44	1097.6	592	309.00	2966.0	1630	887.78	4532.0	2000	1371.1	6098.0	3370	1854.4
588.0	330	215.56	1101.2	594	310.00	2984.0	1640	893.33	4550.0	2010	1376.7	6116.0	3380	1860.0
591.6	332	216.67	1104.8	596	311.11	3002.0	1650	898.89	4568.0	2020	1382.2	6134.0	3390	1865.6
595.2	334	217.78	1108.4	598	312.22	3020.0	1660	904.44	4586.0	2030	1387.8	6152.0	3400	1871.1
598.8	336	218.89	1112.0	600	313.33	3038.0	1670	910.00	4604.0	2040	1393.3	6170.0	3410	1876.7
602.4	338	220.00	1115.6	602	314.44	3056.0	1680	915.56	4622.0	2050	1398.9	6188.0	3420	1882.2
606.0	340	221.11	1119.2	604	315.56	3074.0	1690	921.11	4640.0	2060	1404.4	6206.0	3430	1887.8
609.6	342	222.22	1122.8	606	316.67	3092.0	1700	926.67	4658.0	2070	1410.0	6224.0	3440	1893.3
613.2	344	223.33	1126.4	608	317.78	3110.0	1710	932.22	4676.0	2080	1415.6	6242.0	3450	1898.9
616.8	346	224.44	1130.0	610	318.89	3128.0	1720	937.78	4694.0	2090	1421.1	6260.0	3460	1904.4
620.4	348	225.56	1133.6	612	319.00	3146.0	1730	943.33	4712.0	2100	1426.7	6278.0	3470	1910.0
624.0	350	226.67	1137.2	614	320.00	3164.0	1740	948.89	4730.0	2110	1432.2	6296.0	3480	1915.6
627.6	352	227.78	1140.8	616	321.11	3182.0	1750	954.44	4748.0	2120	1437.8	6314.0	3490	1921.1
631.2	354	228.89	1144.4	618	322.22	3200.0	1760	960.00	4766.0	2130	1443.3	6332.0	3500	1926.7
634.8	356	230.00	1148.0	620	323.33	3218.0	1770	965.56	4784.0	2140	1448.9	6350.0	3510	1932.2
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## COMPARISONS OF STANDARD GAGES

Gage number	Birmingham Wire (BWG), Stub's Iron Wire	American Wire (AWG); Brown & Sharpe	U. S. Steel Wire; Amer. Steel & Wire; Wash- burn & Moen; Steel Wire	U. S. Standard (old)	British Imperial Standard Wire (SWG)	Manufac- turers' Standard
Thickness in decimals of an inch						
0000000			0.4900	0.5000	0.500	
0000000		0.580000	0.4815	0.4687	0.464	
00000		0.516500	0.4305	0.4375	0.432	
0000	0.454	0.460000	0.3938	0.4062	0.400	
000	0.425	0.409642	0.3625	0.3750	0.372	
00	0.380	0.364798	0.3310	0.3437	0.348	
0	0.340	0.324861	0.3065	0.3125	0.324	
1	0.300	0.289297	0.2830	0.2812	0.300	
2	0.284	0.257627	0.2625	0.2656	0.276	
3	0.259	0.229423	0.2437	0.2500	0.252	0.2391
4	0.238	0.204307	0.2253	0.2344	0.232	0.2242
5	0.220	0.181940	0.2070	0.2187	0.212	0.2092
6	0.203	0.162023	0.1920	0.2031	0.192	0.1943
7	0.180	0.144285	0.1770	0.1875	0.178	0.1793
8	0.165	0.128490	0.1620	0.1719	0.160	0.1644
9	0.148	0.114423	0.1483	0.1562	0.144	0.1495
10	0.134	0.101897	0.1350	0.1406	0.128	0.1345
11	0.120	0.090742	0.1205	0.1250	0.116	0.1196
12	0.109	0.080808	0.1055	0.1094	0.104	0.1046
13	0.095	0.071962	0.0915	0.0937	0.092	0.0897
14	0.083	0.064084	0.0800	0.0781	0.080	0.0747
15	0.072	0.057088	0.0720	0.0703	0.072	0.0673
16	0.065	0.050821	0.0625	0.0625	0.064	0.0598
17	0.058	0.045257	0.0540	0.0562	0.056	0.0538
18	0.049	0.040303	0.0475	0.0500	0.048	0.0478
19	0.042	0.035890	0.0410	0.0437	0.040	0.0418
20	0.035	0.031961	0.0348	0.0375	0.038	0.0359
21	0.032	0.028462	0.03175	0.0344	0.032	0.0329
22	0.028	0.025346	0.0286	0.0312	0.028	0.0299
23	0.025	0.022572	0.0258	0.0281	0.024	0.0269
24	0.022	0.020101	0.0230	0.0250	0.022	0.0239
25	0.020	0.017900	0.0204	0.0219	0.020	0.0209
26	0.018	0.015941	0.0181	0.0187	0.018	0.0179
27	0.016	0.014195	0.0173	0.0172	0.0164	0.0164
28	0.014	0.012641	0.0162	0.0156	0.0148	0.0149
29	0.013	0.011257	0.0150	0.0141	0.0136	0.0135
30	0.012	0.010025	0.0140	0.0125	0.0124	0.0120
31	0.010	0.008928	0.0132	0.0109	0.0116	0.0105
32	0.009	0.007950	0.0128	0.0102	0.0108	0.0097
33	0.008	0.007080	0.0118	0.0094	0.0100	0.0090
34	0.007	0.006305	0.0104	0.0086	0.0092	0.0082
35	0.005	0.005615	0.0095	0.0078	0.0084	0.0075
36	0.004	0.005000	0.0090	0.0070	0.0076	0.0067
37		0.004453	0.0085	0.0066	0.0068	0.0064
38		0.003965	0.0080	0.0062	0.0060	0.0060
39		0.003531	0.0750		0.0052	
40		0.003144	0.0070		0.0048	

Principal uses: Birmingham Wire: strips, bands, hoops, and wire. American Wire or B&S: nonferrous sheets, rod and wire. U. S. Steel Wire: steel wire except music wire. U. S. Standard (old): stainless steel sheets. British Imperial: English legal standard wire gage. Manufacturers' Standard: uncoated steel sheets.

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## DISCOUNT COMPUTER

Discount, per cent	Equiv- alent	Net	Discount, per cent	Equiv- alent	Net	Discount, per cent	Equiv- alent	Net
2%	.025	.975	25	.25	.75	30, 7% & 7%	.4011	.5989
2% & 2%	.0494	.9506	25 & 2%	.2688	.7312	30, 7% & 10	.4173	.5827
2% & 5	.0737	.9237	25, 2% & 2%	.2970	.713	30 & 10	.37	.63
2%, 5 & 2%	.0969	.9031	25, 2% & 5	.3053	.6947	30, 10, & 2%	.3858	.6142
2%, 5 & 5	.1201	.8799	24, 2% & 7%	.3236	.6764	30, 10, & 5	.4015	.5985
2%, 5, 5 & 2%	.1421	.8579	25, 2% & 10	.3419	.6581	30, 10, & 7%	.4173	.5827
2% & 10	.1225	.8775	25 & 5	.2975	.7125	30, 10, & 10	.433	.567
2%, 10 & 2%	.1444	.8556	25, 5, & 2%	.3053	.6947	32%	.325	.675
2%, 10 & 5	.166	.834	25, 5 & 5	.3231	.6769	32% & 2%	.3419	.6581
2%, 10, 5, & 2%	.1872	.8128	25, 5, & 7%	.3409	.6591	32%, 2% & 2%	.3583	.6417
2%, 10 & 10	.2102	.7898	25, 5, & 10	.3588	.6412	32%, 2% & 5	.3748	.6252
5	.05	.95	25 & 7%	.3063	.6937	32%, 2% & 7%	.3912	.6088
5 & 2%	.0738	.9262	25, 7% & 2%	.3236	.6764	32%, 2% & 10	.4077	.5923
5 & 5	.0975	.9025	25, 7% & 5	.3409	.6591	32% & 5	.3588	.6412
5, 5, & 2%	.1201	.8799	25, 7% & 7%	.3583	.6417	32%, 5, & 2%	.3748	.6252
5, 5 & 5	.1428	.8574	25, 7% & 10	.3758	.6244	32%, 5, & 5	.3908	.6092
5, 5, 5 & 2%	.164	.836	25 & 10	.325	.675	32%, 5, & 7%	.4068	.5932
5 & 10	.145	.855	25, 10, & 2%	.3419	.6581	32%, 5, & 10	.4229	.5771
5, 10, & 2%	.1664	.8336	25, 10, & 5	.3588	.6412	32% & 7%	.3758	.6244
5, 10 & 5	.1877	.8123	25, 10, & 7%	.3756	.6244	32%, 7% & 2%	.3912	.6088
5, 10, 5, & 2%	.2081	.7919	25, 10, & 10	.392	.6075	32%, 7% & 5	.4068	.5932
5, 10 & 10	.2305	.7695	27%	.275	.725	32%, 7% & 7%	.4225	.5775
10	.10	.90	27% & 2%	.2931	.7069	32%, 7% & 10	.4381	.5619
10 & 2%	.1225	.8775	27%, 2% & 2%	.3108	.6892	32% & 10	.3925	.6075
10 & 5	.145	.855	27%, 2% & 5	.3285	.6715	32%, 10, & 2%	.4077	.5923
10, 5 & 2%	.1664	.8336	27%, 2% & 7%	.3461	.6539	32%, 10, & 5	.4229	.5771
10, 5 & 5	.1878	.8122	27%, 2% & 10	.3638	.6362	32%, 10, & 7%	.4381	.5619
10, 5, 5 & 2%	.2081	.7919	27% & 5	.3113	.6887	32%, 10, & 10	.4533	.5467
10 & 10	.190	.81	27%, 5, & 2%	.3285	.6715	32% & 20	.460	.54
10, 10 & 2%	.2103	.7897	27%, 5, & 5	.3457	.6543	32%, 20, & 2%	.4735	.5265
10, 10 & 5	.2305	.7695	27%, 5, & 7%	.3629	.6371	32%, 20, & 5	.4870	.5130
10, 10, 5 & 2%	.2497	.7503	27%, 5, & 10	.3801	.6199	32%, 20, & 7%	.5005	.4995
10, 10 & 10	.271	.729	27% & 7%	.3294	.6706	32%, 20, & 10	.514	.486
15	.150	.85	27%, 7% & 2%	.3461	.6539	32%, 20, & 20	.5680	.4320
15 & 2%	.1713	.8287	27%, 7% & 5	.3629	.6371	35	.35	.65
15 & 5	.1925	.8075	27%, 7% & 7%	.3797	.6203	35 & 2%	.3663	.6337
15, 5 & 2%	.2127	.7873	27%, 7% & 10	.3964	.6036	35, 2% & 2%	.3821	.6179
15, 5 & 5	.2329	.7671	27% & 10	.3475	.6525	35, 2% & 5	.3979	.6021
15, 5, 5 & 2%	.2521	.7479	27%, 10, & 2%	.3638	.6362	35, 2% & 7%	.4138	.5862
15 & 10	.235	.765	27%, 10, & 5	.3801	.6199	35, 2% & 10	.4296	.5704
15, 10, & 2%	.2541	.7459	27%, 10, & 7%	.3964	.6036	35 & 5	.3825	.6175
15, 10, & 5	.2733	.7267	27%, 10, & 10	.4128	.5872	35, 5, & 2%	.3979	.6021
15, 10, 5 & 2%	.2914	.7086	30	.30	.70	35, 5, & 5	.4134	.5866
15, 10, & 10	.3115	.6885	30 & 2%	.3178	.6825	35, 5, & 7%	.4288	.5712
20	.20	.80	30, 2% & 2%	.3346	.6654	35, 5, & 10	.4443	.5557
20 & 2%	.220	.78	30, 2% & 5	.3516	.6484	35 & 7%	.3988	.6012
20 & 5	.240	.76	30, 2% & 7%	.3687	.6313	35, 7% & 2%	.4138	.5862
20, 5, & 2%	.259	.741	30, 2% & 10	.3858	.6142	35, 7% & 5	.4288	.5712
20, 5, & 5	.278	.722	30 & 5	.335	.665	35, 7% & 7%	.4438	.5562
20, 5, 5, & 2%	.2961	.7039	30, 5, & 2%	.3516	.6484	35, 7% & 10	.4589	.5411
20 & 10	.280	.72	30, 5, & 5	.3683	.6317	35 & 10	.415	.585
20, 10, & 2%	.298	.702	30, 5, & 7%	.3849	.6151	35, 10, & 2%	.4296	.5704
20, 10, & 5	.318	.684	30, 5, & 10	.4015	.5985	35, 10, & 5	.4443	.5557
20, 10, 5 & 2%	.3331	.6669	30 & 7%	.3525	.6475	35, 10, & 7%	.4589	.5411
20, 10, & 10	.352	.648	30, 7% & 2%	.3687	.6313	35, 10, & 10	.4735	.5265
			30, 7% & 5	.3849	.6151	35 & 20	.48	.52

DISCOUNT COMPUTER (Continued)

Discount, per cent	Equivalent	Net	Discount, per cent	Equivalent	Net	Discount, per cent	Equivalent	Net
35, 20, & 2%	.493	.507	40, 20, & 7%	.566	.444	45, 20, & 10	.648	.352
35, 20, & 5	.5060	.4940	40, 20, & 10	.568	.432	47%	.475	.525
35, 20, & 7%	.4190	.5810	40, 20, & 20	.616	.384	47% & 2%	.4881	.5119
35, 20, & 10	.3520	.6480	42%	.425	.575	47% 2% & 2%	.5009	.4991
35, 20, & 20	.5840	.4160	42% & 2%	.4394	.5606	47% 2% & 5	.5237	.4763
37%	.375	.625	42% 2% & 2%	.4534	.5466	47% 2% & 7%	.5265	.4735
37% & 2%	.3906	.6094	42% 2% & 5	.4674	.5326	47% 2% & 10	.5393	.4607
37% 2% & 2%	.4059	.5941	42% 2% & 7%	.4814	.5186	47% & 5	.5013	.4987
37% 2% & 5	.4211	.5789	42% 2% & 10	.4954	.5046	47% 5, & 2%	.5137	.4863
37% 2% & 7%	.4363	.5637	42% & 5	.4538	.5462	47% 5, & 5	.5262	.4738
37% 2% & 10	.4516	.5484	42% 5, & 2%	.4674	.5326	47% 5, & 7%	.5386	.4614
37% & 5	.4063	.5937	42% 5, & 5	.4811	.5189	47% 5, & 10	.5511	.4489
37% 5, & 2%	.4211	.5789	42% 5, & 7%	.4947	.5053	47% & 7%	.5144	.4856
37% 5, & 5	.4359	.5641	42% 5, & 10	.5084	.4916	47% 7% & 2%	.5265	.4735
37% 5, & 7%	.4508	.5492	42% & 7%	.4681	.5319	47% 7% & 5	.5387	.4613
37% 5, & 10	.4656	.5344	42% 7% & 2%	.4814	.5186	47% 7% & 7%	.5508	.4492
37% & 7%	.4219	.5781	42% 7% & 5	.4947	.5053	47% 7% & 10	.5629	.4371
37% 7% & 2%	.4363	.5637	42% 7% & 7%	.508	.492	47% & 10	.5275	.4725
37% 7% & 5	.4508	.5492	42% 7% & 10	.5213	.4787	47% 10, & 2%	.5393	.4607
37% 7% & 7%	.4652	.5348	42% & 10	.4825	.5175	47% 10, & 5	.5511	.4489
37% 7% & 10	.4797	.5203	42% 10, & 2%	.4954	.5046	47% 10 & 7%	.5629	.4371
37% & 10	.4375	.5625	42% 10, & 5	.5084	.4916	47% 10, & 10	.5748	.4252
37% 10, & 2%	.4516	.5484	42% 10, & 7%	.5213	.4787	47% & 20	.58	.42
37% 10, & 5	.4656	.5344	42% 10, & 10	.5343	.4657	47% 20, & 2%	.5905	.4095
37% 10, & 7%	.4797	.5203	42% & 20	.54	.46	47% 20, & 5	.601	.399
37% 10, & 10	.4938	.5062	42% 20, & 2%	.5515	.4485	47% 20, & 7%	.6115	.3885
37% & 20	.50	.50	42% 20, & 5	.563	.437	47% 20, & 10	.622	.378
37% 20, & 2%	.5125	.4875	42% 20, & 7%	.5745	.4255	47% 20, & 20	.634	.366
37% 20, & 5	.5250	.4750	42% 20, & 10	.586	.414	50	.50	.50
37% 20, & 7%	.5375	.4625	42% 20, & 20	.632	.368	50 & 2%	.5125	.4875
37% 20, & 10	.55	.45	45	.45	.55	50, 2% & 2%	.5247	.4753
37% 20, & 20	.60	.40	45 & 2%	.4638	.5362	50, 2% & 5	.5369	.4631
40	.40	.60	45, 2% & 2%	.4772	.5228	50, 2% & 7%	.5491	.4509
40 & 2%	.415	.585	45, 2% & 5	.4906	.5094	50, 2% & 10	.5613	.4387
40, 2% & 2%	.4296	.5704	45, 2% & 7%	.504	.496	50 & 5	.515	.485
40, 2% & 5	.4443	.5557	45, 2% & 10	.5174	.4826	50, 5, & 2%	.5369	.4631
40, 2% & 7%	.4589	.5411	45 & 5	.4775	.5225	50, 5, & 5	.5488	.4512
40, 2% & 10	.4735	.5265	45, 5, & 2%	.4906	.5094	50, 5, & 7%	.5606	.4394
40 & 5	.43	.57	45, 5, & 5	.5036	.4964	50, 5, & 10	.5725	.4275
40, 5, & 2%	.4443	.5557	45, 5, & 7%	.5167	.4833	50 & 7%	.5375	.4625
40, 5, & 5	.4585	.5415	45, 5, & 10	.5298	.4702	50, 7% & 2%	.5491	.4509
40, 5, & 7%	.4728	.5272	45 & 7%	.4913	.5087	50, 7% & 5	.5606	.4394
40, 5, & 10	.487	.513	45, 7% & 2%	.504	.496	50, 7% & 7%	.5722	.4278
40 & 7%	.445	.555	45, 7% & 5	.5167	.4833	50, 7% & 10	.5838	.4162
40, 7% & 2%	.4589	.5411	45, 7% & 7%	.5294	.4706	50 & 10	.55	.45
40, 7% & 5	.4728	.5272	45, 7% & 10	.5421	.4579	50, 10, & 2%	.5613	.4387
40, 7% & 7%	.4868	.5132	45 & 10	.505	.495	50, 10, & 5	.5725	.4275
40, 7% & 10	.5005	.4995	45, 10, & 2%	.5174	.4826	50, 10, & 7%	.5838	.4162
40 & 10	.46	.54	45, 10, & 5	.5298	.4702	50, 10, & 10	.595	.405
40, 10, & 2%	.4735	.5265	45, 10, & 7%	.5421	.4579	50 & 20	.60	.40
40, 10, & 5	.487	.513	45, 10, & 10	.5545	.4455	50, 20, & 2%	.61	.39
40, 10, & 7%	.5005	.4995	45 & 20	.56	.44	50, 20, & 5	.62	.38
40, 10, & 10	.514	.486	45, 20, & 2%	.571	.429	50, 20, & 7%	.63	.37
40 & 20	.52	.48	45, 20, & 5	.582	.418	50, 20, & 10	.64	.36
40, 20, & 2%	.532	.468	45, 20, & 7%	.593	.407	50, 20, & 20	.65	.35
40, 20, & 5	.544	.454	45, 20, & 10	.604	.396	52%	.525	.475