

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, June 9, 2015
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>

COUNCIL CHAMBER WORK SESSION

- Administer Oath of Office - Melina Morrison, Mayor for the Day.
- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Presentation of Cultural Commission Strategic Plan and requests for future support.
- Presentation on Community Affairs Commission activities.
- Introduction of the Emerging Leaders Program Class II participants and an update on the class Capstone Project.
- Presentation on the employee health insurance bidding process and an update on claims for Fiscal Year 2014/2015.

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 551.074, personnel matters - City Manager search.

REGULAR SESSION 6:30 P.M.

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Dr. Jeff Burnett, First Baptist Church of Hurst)

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

APPROVAL OF THE MINUTES

1. Consider approval of the following City Council minutes:
 - a) May 26, 2015 regular meeting

NEW BUSINESS

2. Public hearing and consider an ordinance to rezone Lots 1-23, Block 1, Avalon Place Addition, located in the 2300-2400 Block of Bedford Road also known as the 2400 Block of Avalon Court, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing Bayley Yandell Development LTD (BYD) Avalon Place, LLC to construct a wrought iron fence along a portion of the area surrounding the development. The property is generally located north of Bedford Road and west of Meadow Creek Drive. (Z-276)
3. Public hearing and consider an ordinance to amend Ordinance Number 10-2978 specific to the Bedford Comprehensive Land Use Plan (2010) for a parcel from Park and Open Space to Commercial. The parcel is known as Lot 1, Block 1, Tri-Cities Addition. The parcel is located north of Bedford Road and south of Airport Freeway. (A-041)
4. Public hearing and consider a resolution approving a site plan for the property known as Lot 1, Block 1, Tri-Cities Addition, located at 1100 Airport Freeway, Bedford, Texas, specifically for a 3,584 sq. ft. Popeye's Fast Food restaurant with drive thru and a retail space for T-Mobile. The property is zoned (H), Heavy Commercial and located in the Master Highway Corridor Overlay District (MHC). The property is generally located south of Airport Freeway and north of Bedford Road. (S-061)
5. Consider a resolution authorizing the Interim City Manager to purchase playground structures from Park & Play Structures in the amount of \$94,507.92.
6. Consider a resolution authorizing the Interim City Manager to enter into a one-year lease agreement with the Bedford Euless Soccer Association for the purpose of conducting practices and games at the Meadow Park, Stormie Jones Park and Boys Ranch soccer fields.
7. Consider a resolution authorizing the Interim City Manager to enter into a contract with Pacheco Koch, LLC for the Conceptual Design of Harwood Road from the west city limits to the east city limits in the amount of \$449,008.
8. Consider a resolution authorizing the Interim City Manager to enter into a contract with Olameter Corporation (formerly AMS Utiliserv) for City water meter reading services in the amount of \$0.746 per meter for routine meter reading and \$3.097 per meter for routine vault meter reading.
9. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Shelter Advisory Board - Councilmember Fisher
 - ✓ Beautification Commission - Councilmember Turner
 - ✓ Cultural Commission - Councilmember Champney
 - ✓ Teen Court Advisory Board - Councilmember Farco
10. Council member Reports
11. City Manager/Staff Reports

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 551.074, personnel matters - City Manager search

12. 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, June 5, 2015 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations 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. Some requests may take longer due to the nature, extent and/or availability of such auxiliary aids, services or accommodations.)



Council Agenda Background

PRESENTER: Thomas Jacobsen, Chair of Cultural Commission

DATE: 06/09/15

Work Session

ITEM:

Presentation of Cultural Commission Strategic Plan and requests for future support.

City Manager Review: _____

DISCUSSION:

Mr. Jacobsen will present a newly created Strategic Plan that will assist in communicating the vision and pursuits of the Cultural Commission.

ATTACHMENTS:

PowerPoint Presentation
Strategic Plan Report

Strategic Plan and Priority Setting



Cultural Commission

Cultural Commission Members

Thomas Jacobsen (Chair)

Debbi Savage

Lee Koch

Barbara Speares

Dr. Paul Davis

JoLynne Jensen

Josh Santillan

David Medina

Roger Gallenstein

Ray Champney (Council Liaison)

Jeff Florey (Staff Liaison)



Cultural Commission

Strategic Plan and Priority Setting

Reviewing purpose, plans, roles and expectations for a more effective Cultural Commission.



Cultural Commission

Objectives and Priorities



One-Year Objectives

- Increase community awareness of the arts by uniting all cultural activities in Bedford through the coordination of programming and marketing by many diverse entities.
- Successfully apply for nonprofit [501(c)(3)] designation.

Three-Year Objectives

- Infuse cultural arts elements in City master plans for Bedford Commons, the Boys Ranch, and the Parks Master Plan.
- Establish Bedford as a destination for the arts. Build awareness of existing activities in order to increase community support and attendance by expanding events and publishing a regular schedule of arts and cultural activities.

Long-Term Objectives

- Develop arts facilities.



Cultural Commission

Purpose Statement

The current purpose statement of the Cultural Commission reads:

To serve as an advisory body to the City Council in order to improve arts and culture in the City of Bedford. The Cultural Commission will enhance arts and culture in Bedford by supporting the Cultural District, developing strategic plans and reports, encouraging arts/cultural related communication and awareness, researching and recommending priorities and projects to the City Council and assisting the City of Bedford with cultural programming. On an annual basis, the commission shall present a report to the City Council regarding their activities.

The revised purpose statement is recommended to City Council for consideration and adoption:

The Cultural Commission will improve and enhance arts and culture in the City of Bedford by supporting the Cultural District, developing a strategic plan, encouraging arts/cultural communication and awareness, researching and recommending priorities and projects to the City Council and providing cultural programming. On a semi-annual basis, the Commission shall present a report to the City Council regarding their activities.



Cultural Commission

Current Powers and Duties

- Develop a strategic plan for the Bedford Cultural District.
- Create an identity and awareness for the Cultural District.
- Identify various types of artists and their associations and encourage the use of the Bedford Cultural District for their diverse artistic activities to continue and strengthen the relationship already established within the art community.
- Coordinate with ARTSNET, OnStage, the local/regional art community, and the school district.
- Work with staff and outside groups to develop a plan and flow chart of activities that will take place during the year.
- Continuously communicate Cultural District activities to the general public and Council, Mayor and staff, and provide periodic reports to the Council.
- Explore and seek out federal, state and local grant opportunities.
- Provide input on the types of business ideally suited for the Cultural District.
- Assist economic development, as directed, in researching to identify target businesses likely to locate in a cultural district.
- Other duties as directed by the City Council from time to time.



Cultural Commission

Proposed Role of the Commission

- Create opportunities for increased cultural arts in the community.
- Build awareness of cultural activities in the City.
- Establish ongoing communication with other Bedford boards and commissions.
- Track and document Commission achievements.
- Link arts resources.
- Take advantage of opportunities to have art throughout the community.
- Develop an arts branding strategy for the community.
- Develop cultural programming.
- Identify grant opportunities.
- Provide “state of the art” briefings to the City Council two or more times per year.
- Seek City Council direction on developing a 501(c)(3) and clarify the role City staff in the process.
- Oversee the work of the 501(c)(3) application (to be developed by Bedford staff).
- Recommend use of outside resources, such as consultants for special projects, as necessary.
- Brief new Council members after elections on the work of the Cultural Commission.



Cultural Commission

Requests for City Council

Cultural District Rendering

Which might include, but is not limited to:

- Appropriate way-finding signage
- Modern street-scaping that encourages walk-ability and development
- Feasibility study of expanding Arts Council building
- Expand boundaries of Cultural District



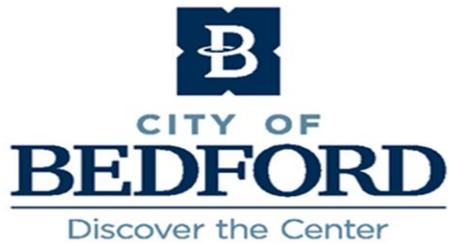
Cultural Commission

Thank You

For supporting the Bedford Cultural Commission



Cultural Commission



City of Bedford Cultural Commission Strategic Plan and Priority Setting – 2015 to 2018

April 2015

Management
Partners



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Executive Summary

The Bedford Cultural Commission is a nine-member advisory committee to the City Council and city manager charged with supporting arts and culture of the City. The development of a strategic plan is an essential element in the establishment of goals and programmatic initiatives over time. With consulting assistance from Management Partners, the Commission engaged in a series of activities toward completion of a three-year strategic plan which details one-year, three-year and long term objectives.

To prepare the Commission to develop objectives, individual interviews and an online survey of the Commission members was conducted. This information was used as a basis for discussion by the Cultural Commission during a strategic planning workshop. The group first reviewed the key themes that emerged from combining the interviews and survey results. This discussion provided Commission members with a perspective about issues and areas that are important to the collective group, including strengths, key accomplishments, opportunities, and challenges. A summary of the interview and survey comments for each of these areas is included as Attachment A.

During a priority setting session attended by members of the Cultural Commission and City staff five primary objectives were identified. Non-priority objectives considered by the Commission are included as Attachment B.

After adopting the strategic plan the Cultural Commission will define supporting goals and strategies for each of the primary objectives. The supporting goals and objectives will drive annual work planning throughout the duration of the strategic plan. Non-priority objectives will be reviewed annually by the Commission over the next three years and as the primary objectives are completed.

Background

In collaboration with the Mayor, members of City Council, city manager and the managing director, Management Partners designed and implemented a process for obtaining input about the strengths and limitations of the Cultural Commission, facilitated a strategic planning workshop, and prepared this strategic plan.

The objectives of the strategic planning effort were twofold:

- Set a strategic direction for positively supporting Bedford’s arts and culture with defined objectives, and
- Define the roles of the City, the Cultural Commission, and the proposed nonprofit entity to support fundraising by the Commission and fund staff.

The Cultural Commission’s strategic plan includes the following elements:

- Purpose statement
- Overview of interview and survey themes
 - Strengths
 - Key accomplishments
 - Opportunities
 - Challenges
- Objectives and priorities
 - One-year
 - Three-year
 - Long-term objectives
- Roles and responsibilities
 - Mayor/City Council
 - Cultural Commission
 - City staff
 - Nonprofit entity (proposed)

Cultural Commission Purpose Statement

The current purpose statement of the Cultural Commission reads:

To serve as an advisory body to the City Council in order to improve arts and culture in the City of Bedford. The Cultural Commission will enhance arts and culture in Bedford by supporting the Cultural District, developing strategic plans and reports, encouraging arts/cultural related communication and awareness, researching and recommending priorities and projects to the City Council and assisting the City of Bedford with cultural programming. On an annual basis, the commission shall present a report to the city council regarding their activities.

After discussion by the members of the Commission, there was overall agreement about recommended changes to the purpose statement. The Cultural Commission agreed to specify a greater frequency in the reporting period and to make the overall statement more succinct.

The revised purpose statement is recommended to City Council for consideration and adoption:

The Cultural Commission will improve and enhance arts and culture in the City of Bedford by supporting the Cultural District, developing a strategic plan, encouraging arts/cultural communication and awareness, researching and recommending priorities and projects to the City Council and providing cultural programming. On a semi-annual basis, the Commission shall present a report to the City Council regarding their activities.

Objectives and Priorities

After reviewing and discussing feedback from the interviews and the survey, the Commission members discussed one-year, three-year and long-term goals as identified in the interviews and surveys. Workshop participants used dot voting to select the top two priorities for each category of objectives (one-year, three-year and long-term).

One-Year Objectives

Two primary objectives were identified for completion during the 2015 program year.

- Increase community awareness of the arts by uniting all cultural activities in Bedford through the coordination of programming and marketing by many diverse entities.
- Successfully apply for nonprofit [501(c)(3)] designation.

Three-Year Objectives

Two primary objectives were identified for completion by 2018.

- Infuse cultural arts elements in city master plans for Bedford Commons, the Boys Ranch, and the Parks Master Plan.
- Establish Bedford as a destination for the arts. Build awareness of existing activities in order to increase community support and attendance by expanding events and publishing a regular schedule of arts and cultural activities.

Long-Term Objectives

One objective was identified by the Commission for completion in three to five years.

- Develop arts facilities.

Roles and Expectations

The Commission concluded the workshop by discussing the roles of the Commission, Mayor/City Council, City staff and the 501(c)(3) entity. A summary of this discussion follows.

Role of Cultural Commission

To successfully accomplish the objectives and priorities of the strategic plan, Commission members agreed to the roles listed below for the Cultural Commission.

- Create opportunities for increase cultural arts in the community.
- Build awareness of cultural activities in the City.
- Establish ongoing communication with other Bedford boards and commissions.
- Track and document Commission achievements.
- Link arts resources.
- Take advantage of opportunities to have art throughout the community.
- Develop an arts branding strategy for the community.
- Develop cultural programming.
- Identify grant opportunities.
- Provide “state of the art” briefings to the City Council two or more times per year.
- Seek City Council direction on developing a 501(c)(3) and clarify the role City staff in the process.
- Oversee the work of the 501(c)(3) application (to be developed by Bedford staff).
- Recommend use of outside resources, such as consultants for special projects, as necessary.
- Brief new Council members after elections on the work of the Cultural Commission.

Role of Mayor and City Council

The Commission recommends that the Mayor and City Council can best assist with the accomplishment of strategic plan objectives by approving the plan, designating staff and time to assist the Commission, and including arts and cultural elements in City master plans, as appropriate.

City Staff

It was agreed that the City staff could best support the Cultural Commission by harnessing City resources to support arts programming, supporting the implementation of events and initiatives, managing the Bedford Arts Calendar, developing the Commission budget, carrying out general administrative support functions, identifying grant opportunities, linking the Commission with other Bedford Boards and Commissions, identifying opportunities for input in City plans and initiatives, and expanding and managing Commission marketing and promotion.

Cultural Nonprofit 501(c)(3) Entity

When created, the roles of the cultural 501(c)(3) entity should include raising money to support arts and cultural initiatives in Bedford, developing strategies that align with the objectives of the Commission, managing arts facilities and overseeing arts programming, engaging the community in the arts volunteer opportunities, seeking corporate sponsorships, and cultivating public and private donors.

Attachment A – Issues and Comments from Interviews and Survey Responses

The following list represents a summary of comments and issues identified by Cultural Commission members, the Mayor, Council liaison and Bedford staff including the city manager, managing director, special events and cultural coordinator and cultural events manager.

Strengths

- Successful in bringing many stakeholders together
- Membership diversity including artists, arts organizations and community members
- Open minded to all areas within the arts
- Passion for moving forward
- Knowledgeable about the arts
- Sense of purpose and commitment
- Vision of a bigger opportunity for the arts and culture in Bedford
- Members willing to work hands-on to get things accomplished
- Focus on the arts as an integral part of City goals, arts component fulfills us a community
- Ability to work together
- Excellent support from staff
- Attention to detail
- Great ideas

Key Accomplishments

- Creating visibility/awareness of the existing cultural arts opportunities
- Gathering input from wide variety of stakeholder including artists, School District, Texas Cultural Commission, and a broad array of arts organizations
- Using Arts Talk to reach local artists
- Creating and expanding the pool of local artists using a proactive approach
- Creating store front galleries
- Appointing a Cultural Commission coordinator (Jeff Florey)
- Developing a mission and vision statement
- Creating Arts Fest—got it started, now growing the event
- Reaching out to other communities
- Hosting events throughout the year
- Integrating arts and culture into the City's mission statement

Opportunities

- Build on what we have and enhance cultural activities such as storefront galleries, Twilight Thursday, Art Fest, etc.
- Support from Arts Council Northeast
- Forward looking, progressive Mayor, City Council and staff who support the Commission
- Affordable community events with broad appeal
- Community support for services at a cost
- Central Bedford plan provides good synergy with arts needs
- Boys Ranch Plan offers possibility to incorporate arts opportunities
- Stable City revenues
- Update of City-wide Parks Master Plan

Challenges

- Sustaining a long-term City Council and community commitment to the arts—priorities can change over time
- A long-term funding source
- Need for an event budget to increase quality of events, improve signage and improve appearance of existing facilities
- Developing broad excitement in the community
- Competition in the marketplace—many arts opportunities exist in the region
- Silos within the City structure that do not allow for seamless work across departments and city commissions
- Getting all areas of the Cultural District on the same page
- Finding a suitable building for the incubator
- Identifying data to show a return on investment from the arts by the Commission
- Lack of corporate backers, volunteers, patrons

Attachment B – Non-priority Objectives

The objectives that were not identified as a priority over the life of the strategic plan serve as a useful reference point for the future.

One-Year

- Develop a strategic plan for the Cultural District
- Infuse culture and the arts into the City Master Plan and Economic Development Plan
- Achieve designation as a Texas Cultural Commission
- Secure community buy-in through clear and definitive reports highlighting Commission achievements
- Develop signage that connects the parts of the Cultural District
- Position Bedford as a destination for the arts
- Integrate economic development and the arts
- Produce Arts Fest 2015 and measure attendance

Three-Year

- Identify opportunities to partner with the Library Board, Park and Recreation Commission, and Beautification Commission to leverage and the maximize synergy of related activities
- Develop an arts incubator
- Define what arts elements should be a part of Bedford Commons
- File for State Cultural Arts designation—establish work plan to achieve this goal.
- Continue to create programs that the community will embrace, and will make the community more desirable to future developers
- Expand storefront art to more locations
- Create a combined cultural/heritage district
- Develop an Arts School

Long-Term

- Develop a five-year strategic plan with month-by-month tactics to integrate the arts in to all city departments and commissions
- Identify physical space for artists to work
- Recommend establishing a city department dedicated to arts development , fundraising, and growing the arts in Bedford
- Create an ongoing, rotating art show or event for display at local businesses
- Work with Bedford businesses to engage them in the arts
- Develop a “pop-up market” like the one in North Richland Hills
- Involve neighboring communities in regional arts discussions
- Establish a capital development foundation for building arts related facilities



Council Agenda Background

PRESENTER: Roy Savage, Chairman,
Community Affairs Commission

DATE: 06/09/15

Work Session

ITEM:

Presentation on Community Affairs Commission activities.

City Manager Review: _____

DISCUSSION:

Roy Savage, Chairman of the Community Affairs Commission, will present a report on recent activities. Additionally, Mr. Savage will outline the Commission's plans for the remainder of the year.

ATTACHMENTS:

PowerPoint Presentation

Community Affairs Commission OVERVIEW

Presented by
Roy Savage

Planned Calendar

- 2 Business Roundtables
- 2 Residential Roundtables addressing concerns of all residents, including Homeowner Associations
- 2 Neighborhood Block Parties
- City EXPO (every other year)

Sub-Committees

- Residential Outreach:
 - Block Party Project Manager
 - Business Outreach:
 - Faith Based Outreach:
 - City EXPO:
- Joy Brandon
Sal Caruso
- Gary Morlock
- Mark Massey
- Roy Savage

FY 2014-2015 Past Events

- Business Outreach
 - Originally scheduled March 5, 2015, rescheduled to April 2, 2015
- Expo & Pet Fair – April 11, 2015
- Residential Outreach – May 14, 2015

Upcoming Events

- Neighborhood Block Party
 - Originally scheduled May 29, 2015, rescheduled to June 11, 2015
- Business Outreach Breakfast, August 2015
- Neighborhood Block Party, September 24, 2015
- Residential Outreach, September 29, 2015

QUESTIONS?



Council Agenda Background

PRESENTER: Jill McAdams, *SPHR*
Human Resources Director

DATE: 06/09/15

Work Session

ITEM:

Introduction of the Emerging Leaders Program Class II participants and an update on the class Capstone Project.

City Manager Review: _____

DISCUSSION:

The Emerging Leaders Program was developed in 2014 to provide “up and coming” employees in the organization a chance to learn about the organization and develop stronger leadership and communication skills. There is a Capstone Project component built into the program. The program serves as a foundation to assist the City in succession planning.

Class II participants will be introduced to the City Council and a representative will brief the City Council on the Capstone Project of creating a welcoming environment in the City’s Animal Shelter.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Jill McAdams, *SPHR*
Human Resources Director

DATE: 06/09/15

Work Session

ITEM:

Presentation on the employee health insurance bidding process and an update on claims for Fiscal Year 2014/2015.

City Manager Review: _____

DISCUSSION:

This presentation will explain the process that the City's Human Resources Department uses to obtain health insurance bids and provide an update on health insurance claims and utilization for Fiscal Year 2014/2015. In addition, brokers/consultants Marcia Zimmerman and Lisa Mizell from Benefits Seminars Plus will be available to answer any questions about the insurance bidding process. This year, the City of Bedford will be bidding health, dental, life and disability insurances.

ATTACHMENTS:

PowerPoint
Health Insurance Rate History

Benefit Process

2015-2016



CITY OF
BEDFORD
TEXAS





Agenda

- Introduction
- The Quoting Process
- How Premiums are Developed
- Time Line
- End Results

Introduction

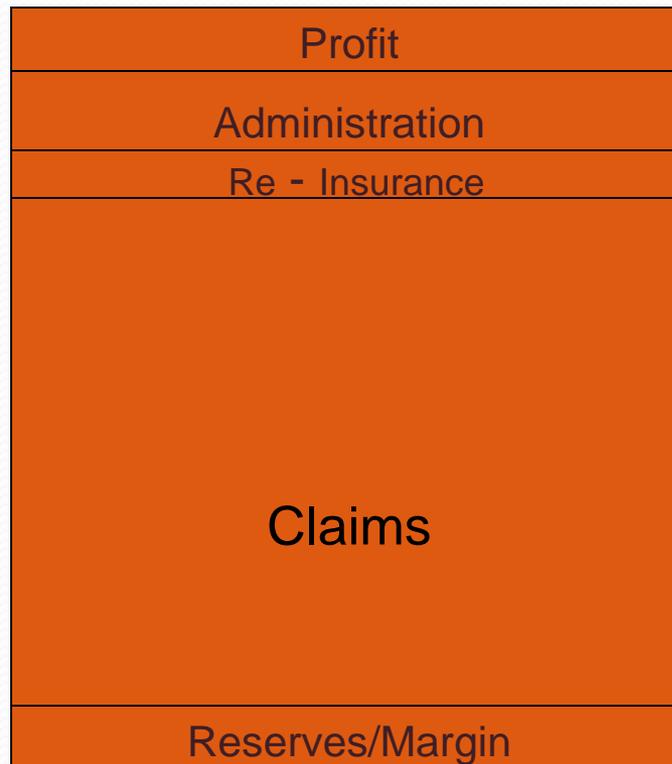
- Why we are here
- The City's Investment in Employees
- Process
- Ultimate Goal



The Quoting Process

- Census
- Plan design
- Claims history
- Carrier history
- Premium history
- Marketing
- Creating competition

How Premiums are Developed



Reserve

		★	★

★ Incurred Claims

😊 Paid Claims

😊	😊		

Mature vs. Immature

		★	★
★	★	★	★
★	★	★	★
★	★	★	★

★ **Immature Year**

Immature = 10.5 months

Mature = 12 months

Value = 8%

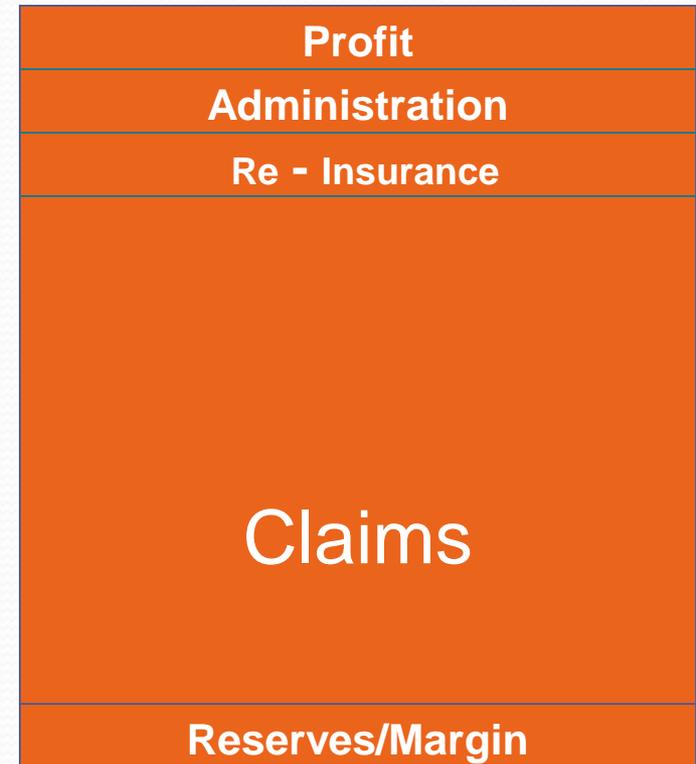


Mature Year

😊	😊	😊	😊
😊	😊	😊	😊
😊	😊	😊	😊
😊	😊	😊	😊

The Premium

- ◆ Run off Claims
- ◆ Trend



Trend

- Medical inflation
 - Aging Population
 - Designer Drugs
 - New Technology
 - State Mandates
 - Federal Mandates

Average Increase over 10 Years
5.41%

Claims last 12 months

		Total Claims	Total Premium	Loss Ratio
1	14-May	\$159,213	\$185,953	85.62%
2	14-Jun	\$225,093	\$186,462	120.72%
3	14-Jul	\$172,440	\$186,739	92.34%
4	14-Aug	\$443,366	\$183,087	242.16%
5	14-Sep	\$183,591	\$182,671	100.50%
6	14-Oct	\$234,016	\$214,492	109.10%
7	14-Nov	\$125,946	\$214,285	58.77%
8	14-Dec	\$149,406	\$212,942	70.16%
9	15-Jan	\$215,216	\$213,616	100.75%
10	15-Feb	\$169,259	\$217,531	77.81%
11	15-Mar	\$110,172	\$223,501	49.29%
12	15-Apr	\$221,598	\$219,370	101.10%
Total		\$2,409,316	\$2,440,649	98.72%

Underwriting Premium

Last 12 Months of Claims		\$2,409,316
X Trend at 7.9% effective 10.5%		\$2,662,295
+ Admin/Profit/Reserves 15%		\$ 399,344
+ Reinsurance (around) 10%		\$ 266,229
- Large Claims over \$100,000		-(\$ 228,474)
= New Premium		\$ 3,099,394
Current Premium		\$ 2,440,649
Difference	\$	658,746
Increase		26.99%



Benefit SeminarsPLUS+

Collaboration with HR = Proven Results in 2014



Initial Increase of **21.25%**
REDUCED to **14.69%**

Plan Designs

- PPO's with Co-pays (were added last year)
- Higher Deductible Plans
- Multi – Layered Deductible Co-Ins. Plans

Considerations

- Network reduction
- Accountable Care Organizations
- Advocacy Programs
- Self – Insurance
- Other programs can become viable options for consideration

Bedford Medical Plan

- One of lowest employee contribution plans in Metroplex
- 15% of Plan participants drive 80% of claims
- Employee Wellness Clinic
- Incent Physicals
- New Weight-loss Program
- Wellness Program

Timeline

- Out for Bid May 8, 2015
- Bid Opening June 5, 2015
- 1st Meeting to Review Spreadsheets June 11
- 2nd Meeting June 18
- 3rd Meeting July 9
- Recommendation Packet to City Council July 24
- City Council Meeting on August 11

End Result

Obtain the BEST COVERAGE

For Our Insurance \$\$\$\$\$\$\$

City of Bedford Health Insurance Rate History

Plan Year	2008/2009	2009/2010	2010/2011		2011/2012		2012/2013		2013/2014		* 2014/2015	
Premiums:			Base	Buy Up								
Employee	\$339.73	\$328.77	\$328.77	\$370.01	\$330.67	\$375.41	\$366.03	\$415.55	\$380.31	\$431.76	\$437.36	\$496.53
Employee and Spouse	\$693.05	\$670.69	\$670.69	\$754.83	\$674.56	\$765.85	\$746.69	\$847.74	\$775.81	\$880.80	\$892.19	\$1,012.93
Employee and Child(ren)	\$659.07	\$637.80	\$637.80	\$717.81	\$641.48	\$728.30	\$710.07	\$806.17	\$737.76	\$837.61	\$848.43	\$963.26
Employee and Family	\$1,100.72	\$1,065.19	\$1,065.19	\$1,198.62	\$1,071.34	\$1,216.34	\$1,185.89	\$1,346.40	\$1,232.14	\$1,398.91	\$1,416.97	\$1,608.76
Change from Prior Year	-7.22%	-3.23%	0.00%		0.58%		10.69%		3.90%		15.00%	
Claims	\$1,979,927	\$1,415,555	\$1,639,186		\$2,048,153		\$1,670,997		\$2,537,482		\$1,225,613	
Total Annual Premium	\$2,325,666	\$2,237,715	\$2,048,941		\$1,966,463		\$2,140,838		\$2,201,754		\$1,514,319	
Loss Ratio	85.13%	63.26%	80.00%		104.15%		78.05%		115.25%		80.93%	

* Only 7 months data



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 06/09/15

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) May 26, 2015 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

May 26, 2015 regular meeting

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Special Session at 6:00 p.m., Work Session at 6:15 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 26th day of May, 2015 with the following members present:

Jim Griffin	Mayor
Michael Boyter	Council Members
Ray Champney	
Jim Davisson	
Steve Farco	
Roger Fisher	

constituting a quorum.

Councilmember Turner was absent from the meeting.

Also in attendance:

Dave Gebhart	Councilmember-Elect
Rusty Sartor	Councilmember-Elect

Staff present included:

Roger Gibson	Interim City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Kelli Agan	Interim Assistant City Manager
Natalie Foster	Marketing Specialist
Les Hawkins	Interim Police Chief
Meg Jakubik	Assistant to the City Manager
Maria Redburn	Library Director
James Tindell	Fire Chief

SPECIAL SESSION

Mayor Griffin called the Special Session to order at 6:00 p.m.

- **Administer Statement of Elected Officer and Oath of Office to newly elected Mayor and Council Members Place 1 and Place 2 and presentation of the Certificates of Election.**

City Secretary Michael Wells administered the Statement of Elected Officials and Oath of Office to newly elected Mayor Jim Griffin, Council Member Rusty Sartor, Place 1, and Dave Gebhart, Place 2. Mayor Pro Tem Boyter presented the Certificate of Election to Mayor Griffin. Mayor Griffin presented the Certificate of Election to Council Members Sartor and Gebhart.

Mayor Griffin adjourned the Special Session at 6:06 p.m.

COUNCIL CHAMBER WORK SESSION

Mayor Griffin called the Work Session to order at 6:15 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 and 5.

Assistant to the City Manager Meg Jakubik presented information regarding Item #3. This item is a recommendation from the Atmos City Steering Committee (ACSC), a group that allows for a collection of resources to be able to work with Atmos utilities as they do rate reviews. Atmos is entitled through the State legislature to do rate reviews through the Gas Reliability Infrastructure Program (GRIP), which bypasses the City's ratemaking authority. Atmos has agreed to work with the cities to allow them to review their rate requests. This item is a culmination of two years of rate reviews. In 2014, the City denied a requested rate increase, which Atmos appealed to the Railroad Commission. While awaiting the determination of the appeal, Atmos filed their 2015 rate increase request. The Steering Committee came to compromise with Atmos on the 2015 rate and to settle the appeal for the 2014 request. The ordinance addresses both and will lead to an increase to consumers that is lower than what Atmos would be entitled to under the GRIP filings. There is a 1.59 percent increase on the average residential customer bill and just under a one percent increase on commercial businesses. In answer to questions from Council, Ms. Jakubik stated that every city in the ACSC denied the Atmos rate increase request the previous year; that if the City did not approve this item, Atmos would be entitled to recoup \$16M more through the GRIP than through the rate review mechanism agreement, leading to even higher rates; that the increase would be \$1.14 on the average customer's bill; and that other ACSC cities are adopting this item around the same time as Bedford.

Fire Chief James Tindell presented information regarding Item #4, which is to replace two Fire Department Vehicles, specifically those for the Fire Marshal and the Deputy Chief of EMS/Emergency Management. The vehicles are 14 and 15 years old respectively and have reached their service life on the City's decision tree, with one being at 192 points. A budget amendment that included these two vehicles was approved by Council at their previous meeting.

Council was of the consensus to table Item #5.

Council discussed Item #9 and was of the consensus to hold a half-day work session on Saturday, June 20 to discuss goals and objectives, and current projects on which Council has been working with staff. There was discussion on having multiple work sessions.

- **Library Advisory Board Presentation.**

Deborah Allbach, Chairperson of the Library Advisory Board, presented information regarding the Board's accomplishments for Fiscal Year 2014. She discussed the Library's vision and mission statement, which were created by staff; the \$27,000 in donations the Library received and the programs that were funded by these donations; new programs that were added in response to requests by the community; new services to expand what is offered at the Library; one of the the Board's primary focus being to represent citizens as policies are reviewed and established; volunteers giving 3.5 staff positions worth of volunteer hours and the recipients of the adult and teen volunteers of the year; the results of the Library Satisfaction Survey, which has been conducted since 2009 to see how the Library meets the needs of the users; the positive impacts on users in being involved with the Library; the Library consistently receiving an "A" grade; Library users requesting better computer equipment and expansion of current resources; comments from the Survey; and the Library being awarded the Texas Municipal Library Director's Association Achievement in Excellence in Libraries Award. She hoped that Council takes as much pride in the Library as the Board members do. She recognized Board members in attendance including Marcia Griffith, Brenda Roche, Jim Davis, as well as Library Director Maria Redburn.

- **Presentation on the possible dismissal of Stage 1 Water Restrictions.**

Public Works Director Tom Hoover stated that back in February, there was a presentation that stated lake levels were at 62 percent and that the City was within weeks of going into Stage 2 of the Drought Contingency Plan, which is once a week watering. However, the lakes used by the Tarrant Regional Water District (TRWD) are currently at 101 percent full. There is no longer a requirement for Stage 1 restrictions and he recommended pulling out of the City's Drought Contingency Plan. Residents would be allowed to water seven days a week but still cannot water between 10:00 a.m. to 6:00 p.m. In answer to questions from Council regarding the mixing of water from the Trinity River Authority and well water,

including how long the process takes and having to dump water, Mr. Hoover stated that there were no concerns with that in Stage 1 as the water cycles well enough; and that in Stage 2 they would have to do some flushing due to requirements by the State to maintain certain chlorine residuals in the water mains and tanks, which can be dissipated by the summer heat. He stated that information regarding lifting the restrictions would be posted on the City's website and in a press release; and the Texas Commission on Environmental Quality would have to be notified that the City is deviating away from its Drought Contingency Plan.

Mayor Griffin adjourned the Work Session at 6:36 p.m.

REGULAR SESSION 6:30 P.M.

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

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION (Chaplain Mark Massey)

Chaplain Mark Massey first gave a devotional movement to affirm the new members of the Council, the Mayor and the existing Council Members, and presented each of them a challenge coin. He then gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

ANNOUNCEMENTS/UPCOMING EVENTS

Marketing Specialist Natalie Foster stated that as part of the Old Bedford School events leading up to the 100 Year celebration in September, there is going to be a "Walk Through Old Bedford" event at the School on June 7 from 3:00 p.m. to 5:00 p.m. Guests can get a free passport, learn interesting facts at each station and earn new stamps in their passport. Children can also bring their favorite dolls or stuffed animals for a tea party reception. She stated that canned and boxed foods are still being accepted for the Mayor's Hunger Challenge and that there are drop-off locations at City Hall, the Boys Ranch and the Library, as well as at City events. She discussed a contest whereby residents can submit pictures of their dogs by July 15 to be featured in a 2016 calendar. There was Council discussion on the current standings for the Mayor's Hunger Challenge and whether there were any embarrassing wagers at stake.

OPEN FORUM

Nobody chose to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Champney, seconded by Councilmember Farco, to approve the following items by consent: 2, 3 and 4 and to table Item #5.

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:

Monique Hall-Corley, Police Department - 15 years of service
Debra Turek, Police Department - 15 years of service

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:
- a) May 12, 2015 regular meeting
 - b) May 12, 2015 emergency meeting
 - c) May 19, 2015 special meeting

This item was approved by consent.

NEW BUSINESS

3. Consider an ordinance of the City Council of the City of Bedford, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2014 and 2015 Rate Review Mechanism filings.

This item was approved by consent.

4. Consider a resolution authorizing the Interim City Manager to purchase replacement vehicles for the Fire Deputy Chief/EMS and Fire Marshal. The total for both vehicles and equipment is \$68,342.54 through the State of Texas Buy Board Purchasing Program from Silsbee Ford.

This item was approved by consent.

5. Consider a resolution authorizing the Interim City Manager to enter into a contract with Harrison, Walker and Harper in the amount of \$43,000 to repair and seal the brick and mortar at Old Bedford School.

This item was tabled by consent.

6. Discussion on setting a date for a Council Work Session.

This item was discussed in Work Session.

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

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

Councilmember Fisher reported that the Board met the previous week and there were no multi-pet permits or exotic animal permits to discuss. Updated statistics are available at the Animal Shelter.

- ✓ **Beautification Commission - Councilmember Turner**

No report was given.

- ✓ **Cultural Commission - Councilmember Champney**

Councilmember Champney reported that Commission Member Josh Santillan continues to repopulate the storefront galleries and the Commission continues to work on the 501(c)(3). The Commission chairperson will be giving a presentation at the next Council meeting. The final Twilight Thursday event is scheduled for the upcoming Thursday and some of those that were cancelled due to the weather may be rescheduled for the fall.

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

Councilmember Farco reported that Teen Court needs more adult volunteers to help out with the teens.

8. Council member Reports

Councilmember Fisher congratulated Council Members Sartor and Gebhart on their election. He looks forward to working with them to better the City. He stated that it is a very gratifying job when you allow it to be and that seeing your name on the ballot and that people trust you to do the job is a humbling experience.

Mayor Griffin stated that his recent trip to meet with businesses and developers resulted in two more shopping centers committing to putting art in their vacant storefronts.

Councilmember Farco stated that he wanted to echo what Councilmember Fisher stated regarding Council Members Sartor and Gebhart and that the City has one of the best staffs around and they do an amazing job with limited resources. He told them not to be afraid to ask questions and wished them good luck.

Mayor Griffin reported that the Community Affairs Commission will be holding a block party on Friday in the Rustic Woods subdivision from 6:00 p.m. to 8:00 p.m. He stated that the 6Stones Run For Hope had 2,600 participants.

9. City Manager/Staff Reports

Interim City Manager Roger Gibson reported that effective the previous Thursday, Technical Services Manager has been brought over to serve as Interim Assistant City Manager.

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 551.074, personnel matters - City Manager search

Council convened into Executive Session pursuant to Texas Government Code Section 551.074, personnel matters - City Manager search at 7:02 p.m.

Council reconvened from Executive Session at 7:17 p.m.

Any necessary action to be taken as a result of the Executive Session will occur during the Regular Session of the Bedford City Council Meeting.

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

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

ADJOURNMENT

Mayor Griffin adjourned the meeting at 7:17 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 06/09/15

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

ITEM:

Public hearing and consider an ordinance to rezone Lots 1-23, Block 1, Avalon Place Addition, located in the 2300-2400 Block of Bedford Road also known as the 2400 Block of Avalon Court, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing Bayley Yandell Development LTD (BYD) Avalon Place, LLC to construct a wrought iron fence along a portion of the area surrounding the development. The property is generally located north of Bedford Road and west of Meadow Creek Drive. (Z-276)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Bedford Road to the south, Meadow Creek Drive to the east and Central Drive to the west, with the site currently a residential subdivision under development. The applicant is requesting to rezone the area from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD) allowing for BYD to amend the approved site plan and install a wrought iron fence around the common area and the detention pond area.

The Planning and Zoning Commission recommended approval of this application at their May 14, 2015 meeting by a vote of 6-0-1.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lots 1-23, Block 1, Avalon Place Addition, located in the 2300-2400 Block of Bedford Road also known as the 2400 Block of Avalon Court, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing Bayley Yandell Development LTD (BYD) Avalon Place, LLC to construct a wrought iron fence along a portion of the area surrounding the development. The property is generally located north of Bedford Road and west of Meadow Creek Drive. (Z-276)

FISCAL IMPACT:

N/A

ATTACHMENTS:

- Ordinance
- Site Plan
- Aerial
- Zoning Sign Photo
- Planning and Zoning Minutes
- Star Telegram Publication

ORDINANCE NO. 15-

AN ORDINANCE TO REZONE LOTS 1-23, BLOCK 1, AVALON PLACE ADDITION, LOCATED IN THE 2300-2400 BLOCK OF BEDFORD ROAD ALSO KNOWN AS THE 2400 BLOCK OF AVALON COURT, BEDFORD, TEXAS FROM PLANNED UNIT DEVELOPMENT (PUD) TO AMENDED PLANNED UNIT DEVELOPMENT (PUD), ALLOWING BAYLEY YANDELL DEVELOPMENT LTD (BYD) AVALON PLACE LLC TO CONSTRUCT A WROUGHT IRON FENCE ALONG A PORTION OF THE AREA SURROUNDING THE DEVELOPMENT. THE PROPERTY IS GENERALLY LOCATED NORTH OF BEDFORD ROAD AND WEST OF MEADOW CREEK DRIVE. (Z-276)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Zoning Ordinance be rezoned for property known as Lots 1-23, Block 1, Avalon Place Addition, located in the 2300-2400 Block of Bedford Road also known as the 2400 Block of Avalon Court, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing BYD Avalon Place LLC to construct a wrought iron fence along a portion of the area surrounding the development. The property is generally located north of Bedford Road and west of Meadow Creek Drive. (Z-276)

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:

Lots 1-23, Block 1, Avalon Place Addition, shall be shown as approved by this ordinance.

SECTION 3. 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 4. 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 5. 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 6. 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 9th day of June, 2015 by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

ORDINANCE NO. 15-

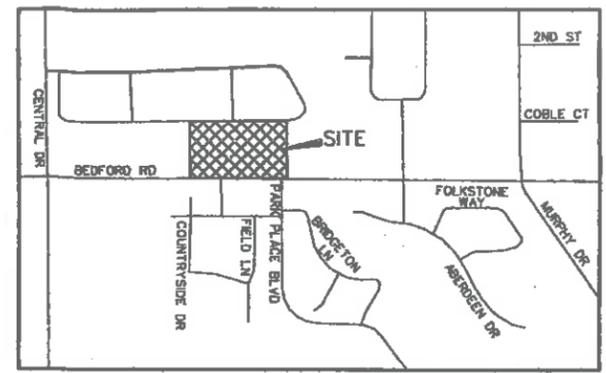
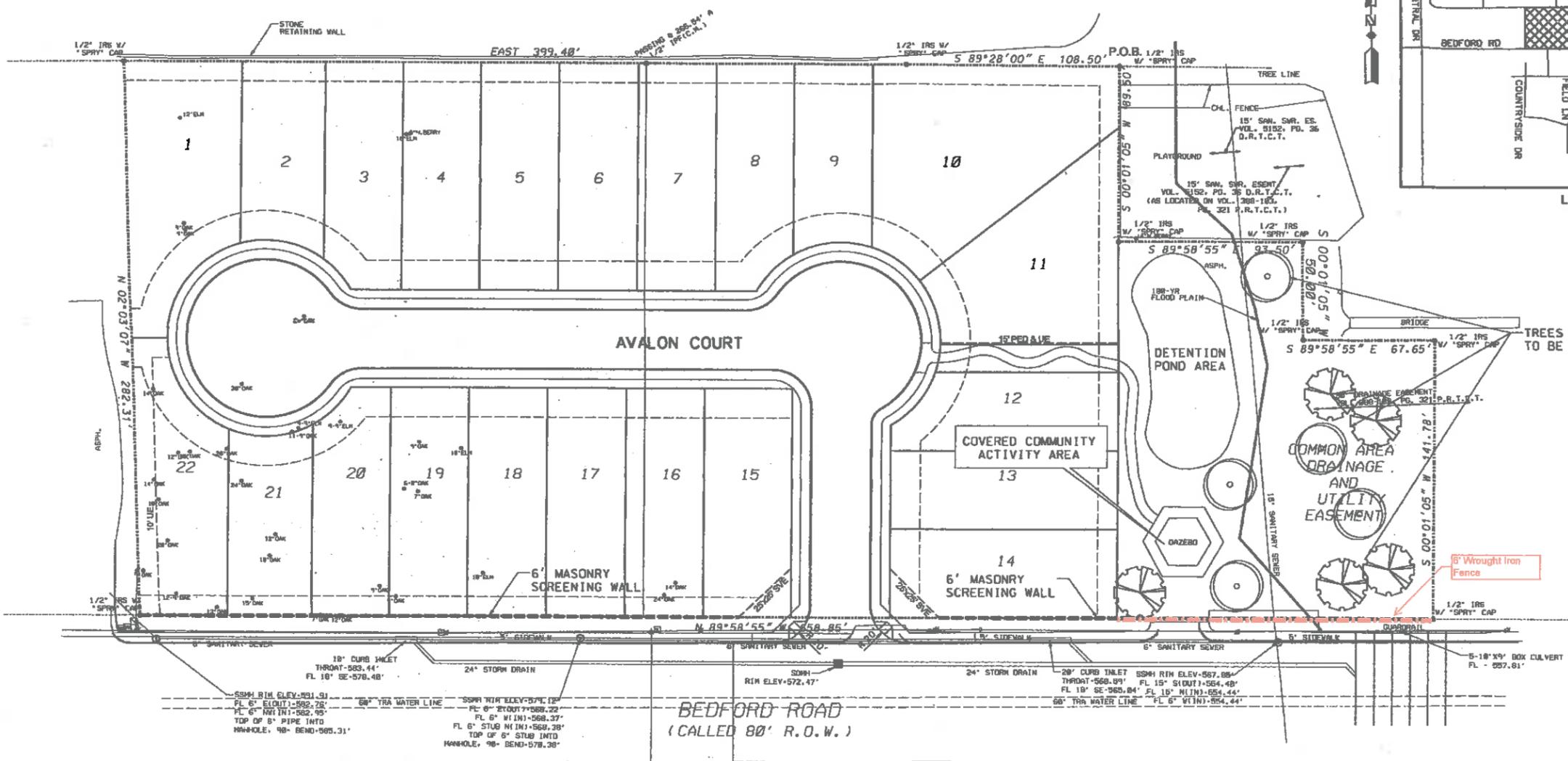
Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

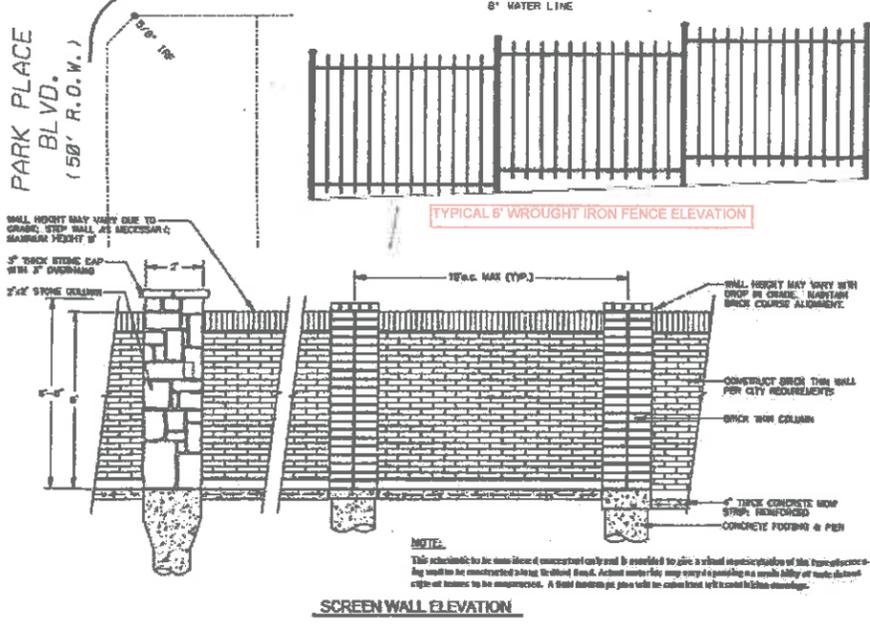
Stan Lowry, City Attorney



DEVELOPER:
BRYAN HOLLAND
BALEY YANDELL
DEVELOPMENT, L.T.D.
1203 S. WHITE CHAPEL, STE. 250
SOUTHLAKE, TX 76092
817-875-5215

OWNER:
BYD AVALON PLACE, LLC
1203 S. WHITE CHAPEL BLVD., STE. 250
SOUTHLAKE, TX 76092
214-629-8590

ENGINEER:
HAMILTON DUFFY, PC
8241 MID-CITIES BLVD.
NORTH RICHLAND HILLS, TEXAS
76182-4712
(817) 288-0408
FAX (817) 284-8408
TEXAS REGISTERED
ENGINEERING FIRM
NUMBER F-5260



LANDSCAPE PLAN FOR AVALON PLACE

3.888 ACRES IN THE
MARY ANN BARNES SURVEY,
A-94, CITY OF BEDFORD,
TARRANT COUNTY, TEXAS

22 RESIDENTIAL LOTS
1 OPEN SPACE LOT
BLOCK A, LOTS 1-13
(3.888 ACRES)

CITY OF BEDFORD, TARRANT COUNTY, TEXAS

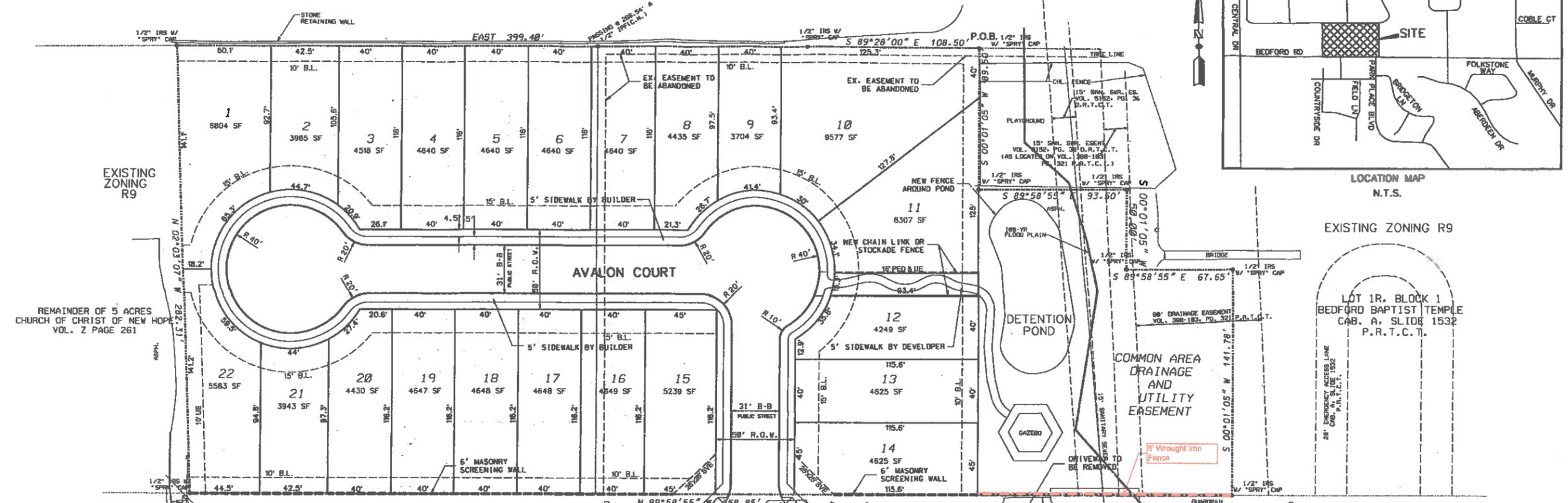
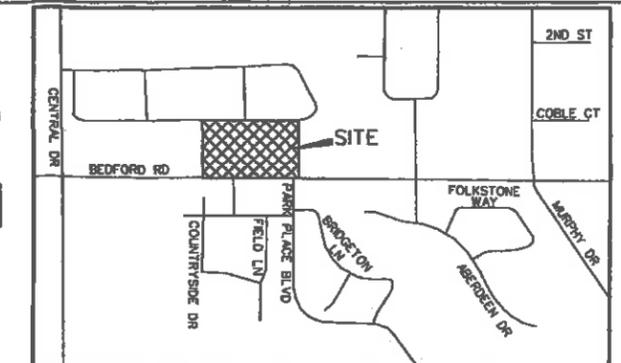
EXISTING ZONING: R9
PROPOSED ZONING: PUD (MD-3)

DATE OF PREPARATION 1-23-14
REVISED 2-25-14
REVISED 3-31-2015

TRACT A
BEDFORD MEADOWS, PHASE III
VOL. 388-131 PG 95
P.R.T.C.T.

EXISTING ZONING MF

SCALE 1" = 30'



METES AND BOUNDS DESCRIPTION
3.888 ACRES
IN THE MARY ANN BARNES SURVEY, A-94
CITY OF BEDFORD, TARRANT COUNTY, TEXAS

ALL THAT CERTAIN 3.888 ACRES OF LAND, WHICH IS A PORTION OF LOT 1R, BLOCK 1, BEDFORD BAPTIST TEMPLE, DESCRIBED IN THE PLAT RECORDED IN CABINET A, SLIDE 1532, IN THE PLAT RECORDS OF TARRANT COUNTY, TEXAS (P.R.T.C.T.), AND A 1.695 ACRE TRACT OF CONVEYED TO BEDFORD BAPTIST TEMPLE DESCRIBED IN THE DEED RECORDED IN VOLUME 16791, PAGE 24, IN THE DEED RECORDS OF TARRANT COUNTY, TEXAS (P.R.T.C.T.), IN THE MARY ANN BARNES SURVEY, A-94, CITY OF BEDFORD, TARRANT COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (ALL BEARINGS SHOWN HEREIN ARE BASED ON THE NORTH LINE OF SAID LOT 1R, BLOCK 1, BEDFORD BAPTIST TEMPLE)

COMMENCING AT A 1/2" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID LOT 1R, BLOCK 1, COMMON TO THE SOUTHWEST CORNER OF LOT 38, BLOCK 1, BEDFORD MEADOWS, RECORDED IN VOLUME 388-10, PAGE 60 P.R.T.C.T., IN THE WEST RIGHT-OF-WAY LINE OF MEADOW CREEK 150' RIGHT-OF-WAY, THEN SOUTH 89° 36' 25" WEST - 445.28' TO A 1/2" IRON ROD FOUND FOR A POINT FOR CORNER OF SAID LOT 1R, BLOCK 1, THEN NORTH 89° 28' 00" WEST - 91.60' TO A 1/2" IRON ROD WITH A "SPRY" CAP SET FOR THE POINT OF BEGINNING AND THE NORTHERN MOST EAST CORNER OF THE HEREIN DESCRIBED TRACT

THENCE SOUTH 00° 01' 05" WEST - 89.50' TO A 1/2" IRON ROD WITH A CAP STAMPED "SPRY" SET FOR A POINT FOR CORNER OF THE HEREIN DESCRIBED TRACT

THENCE SOUTH 89° 58' 55" EAST - 93.50' TO A 1/2" IRON ROD WITH A CAP STAMPED "SPRY" SET FOR A POINT FOR CORNER OF THE HEREIN DESCRIBED TRACT

THENCE SOUTH 00° 01' 05" WEST - 50.00' TO A 1/2" IRON ROD WITH A CAP STAMPED "SPRY" SET FOR A POINT FOR CORNER OF THE HEREIN DESCRIBED TRACT

THENCE SOUTH 89° 58' 55" EAST - 67.65' TO A 1/2" IRON ROD WITH A CAP STAMPED "SPRY" SET FOR A POINT FOR CORNER OF THE HEREIN DESCRIBED TRACT

THENCE SOUTH 00° 01' 05" WEST - 141.78' TO A 1/2" IRON ROD WITH A CAP STAMPED "SPRY" SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, IN THE NORTH RIGHT-OF-WAY LINE OF BEDFORD ROAD (CALLED 80' RIGHT-OF-WAY)

THENCE NORTH 89° 58' 55" WEST - 658.85' ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID BEDFORD ROAD TO A 1/2" IRON ROD WITH A CAP STAMPED "SPRY" SET FOR THE SOUTHWEST CORNER OF SAID 1.695 ACRE TRACT

THENCE NORTH 00° 03' 07" WEST - 282.31' TO A 1/2" IRON ROD WITH A CAP STAMPED "SPRY" SET FOR THE NORTHWEST CORNER OF SAID 1.695 ACRE TRACT

THENCE EAST PASSING AT A DISTANCE OF 266.54' TO A 1/2" IRON PIPE FOUND FOR THE COMMON NORTH CORNER OF SAID LOT 1R, BLOCK 1 AND SAID 1.695 ACRE TRACT, CONTINUING FOR A TOTAL DISTANCE OF 399.40' TO A 1/2" IRON ROD WITH A CAP STAMPED "SPRY" SET FOR A POINT FOR CORNER OF THE HEREIN DESCRIBED TRACT

THENCE SOUTH 89° 28' 00" EAST - 108.50' TO THE POINT OF BEGINNING AND CONTAINING 3.888 ACRES OF LAND.

- NOTES:
- HOME OWNER'S ASSOCIATION (HOA) TO MAINTAIN OPEN SPACE LOT AND BEDFORD ROAD PARKWAY (TO INCLUDE MASONRY WALL). CITY WILL RECEIVE COPY OF RECORDED HOA DOCUMENTS AT TIME OF BUILDER PERMIT PROCESS.
 - DEVELOPMENT STANDARDS AS PROVIDED IN THE MD-3 DISTRICT SHALL APPLY UNLESS OTHERWISE NOTED HEREIN.
 - MINIMUM FINISHED FLOOR AREA FOR DWELLINGS SHALL BE 1,600 S.F.
 - AVALON COURT SHALL BE A PUBLIC STREET CONSTRUCTED TO CITY STANDARDS (31" B-B WIDTH).
 - LOTS TO HAVE REAR YARD SETBACK (BUILDING LINE) OF 10'.
 - BUILDER SHALL BE REQUIRED TO PLANT 1 - 3" CANOPY TREE AND 1 ORNAMENTAL TREE IN THE FRONT YARD OF EACH HOUSE.
 - DEVELOPER SHALL PLANT 10 - 3" CALIPER CANOPY TREES IN OPEN SPACE LOT.
- *GARAGES SHALL BE SETBACK 20' FROM RIGHT-OF-WAY.
*DRIVES SHALL NOT BE ALLOWED ALONG BEDFORD ROAD.

LAND USE TABLE

AREA OF DEVELOPMENT	3.888 ACRES (169,361.28 SF)
NUMBER OF UNITS	22
AREA OF SINGLE FAMILY UNITS	111,156 SF
OPEN SPACE	27,522 SF (16.22%)
DENSITY	5.66 UNITS/AC
MAX BUILDING HEIGHT	2-1/2 STORES OR 35 FEET

- NOTES:
- LOT COVERAGE SHALL NOT EXCEED 70 PERCENT OF THE INDIVIDUAL LOT INCLUDING ALL IMPERVIOUS AREAS.
 - DEVELOPMENT STANDARDS AS PROVIDED IN SECTION 4.7 "MD-3" MEDIUM DENSITY RESIDENTIAL - SINGLE FAMILY DETACHED DISTRICT OF THE ZONING ORDINANCE UPDATED THROUGH 01/10/12 SHALL APPLY UNLESS OTHERWISE NOTED HEREIN.

DEVELOPER:
BRYAN HOLLAND
BAILEY YANDELL
DEVELOPMENT, L.T.O.
1203 S. WHITE CHAPEL BLVD.
SOUTH LAKE, TX 76092
817-875-5215

OWNER:
BYD AVALON PLACE, LLC
1203 S. WHITE CHAPEL BLVD., STE 250
SOUTH LAKE, TX 76092
214-626-8590

ENGINEER:
HAMILTON DUFFY, PC
8241 MID-CITIES BLVD.
NORTH RICHLAND HILLS, TEXAS
76182-4712
(817) 268-0408
FAX (817) 284-8408
TEXAS REGISTERED
ENGINEERING FIRM
NUMBER F-5260

SITE PLAN
FOR
AVALON PLACE

3.888 ACRES IN THE
MARY ANN BARNES SURVEY,
A-94, CITY OF BEDFORD,
TARRANT COUNTY, TEXAS

22 RESIDENTIAL LOTS
1 OPEN SPACE LOT
BLOCK A, LOTS 1-13
(3.888 ACRES)

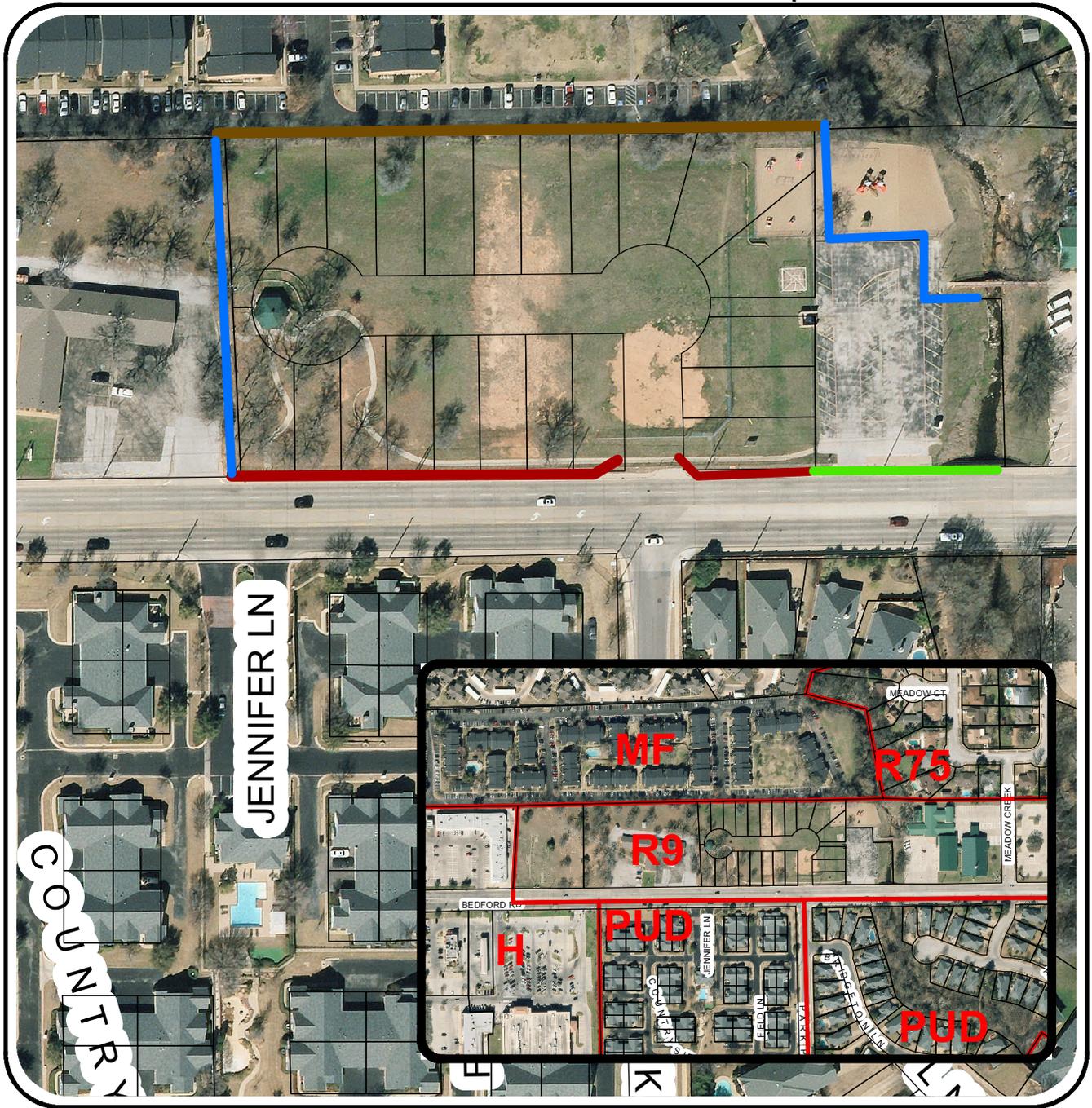
CITY OF BEDFORD, TARRANT COUNTY, TEXAS

EXISTING ZONING: R9
PROPOSED ZONING: PUD (MD-3)

DATE OF PREPARATION 1-23-14

REVISED 2-25-14
REVISED 5-8-14
REVISED 3-31-2015

Z-276 2400 BLK Avalon Ct
Zoned "PUD" Planned Unit Development



Legend

- Existing Masonry Wall
- Proposed Wrought Iron Fence
- Existing Wrought Iron Fence
- Existing Cedar Fence

Applicants Signature of Acknowledgement

THIS PROPERTY IS UP FOR
**ZONING
CHANGE**
FOR INFO CALL
CITY OF BEDFORD PLANNING
AND ZONING DEPT. AT:
(817) 952-2137

Home To Sell
TR
Save \$1

Z-276

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF MAY 14, 2015**

APPROVED

Motion: Commissioner Hall made a motion to approve Zoning Case S-061, according to the current renderings with earth tone colors as presented.

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

Motion approved 6-1. Chairman Reese recommended approval of zoning case S-061.

- 3. Public hearing and consider a request to rezone Lot 1-23, Block 1, Avalon Place Addition, located in the 2300-2400 Block of Bedford Road also known as the 2400 Block of Avalon Court, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing BYD Avalon Place LLC to construct a wrought iron fence along a portion of the area surrounding the development. The property is generally located north of Bedford Road and west of Meadow Creek Drive. (Z-276)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case Z-276.

Commissioner Stroope recused himself from case Z-276 and left the building.

Bryan Holland, representing the case, spoke in favor of the case.

Chairman Reese opened the public hearing at 7:28 p.m.

Chairman Reese closed the public hearing at 7:28 p.m.

Motion: Commissioner Austin made a motion to approve Zoning Case Z-276.

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

Motion approved 6-0-1. Chairman Reese recommended approval of zoning case Z-276.

ADJOURNMENT

Motion: Commissioner Hall made a motion to adjourn.

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

Motion approved 7-0. Chairman Reese adjourned the Planning and Zoning Commission meeting at 7:30 p.m.

**Bill Reese, Chairman
Planning and Zoning Commission**

ATTEST:



CITY OF
BEDFORD

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

May 19, 2015

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Wednesday, May 20, 2015.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Thursday, May 21, 2015.

MESSAGE:

CITY OF BEDFORD
PUBLIC HEARING

The City of Bedford City Council gives notice of a public hearing on Tuesday, June 9th, 2015, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider a resolution for a site plan for a 3,584sq. ft. Popeye's fast food restaurant with drive thru and a retail space for T-Mobile. The property is zoned (H), Heavy Commercial and located in the Master Highway Corridor Overlay District, (MHC); the address is 1100 Airport Freeway; and the legal description is Lot 1, Block 1, Tri-City Addition. The property is generally located south of Airport Freeway and west of Bedford Road. (S-061)

Public hearing and consider an ordinance to rezone Lot 1-23, Block 1, Avalon Place Addition, located in the 2300-2400 Block of Bedford Road, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing BYD Avalon Place LLC to construct a wrought iron fence along a portion of the area surrounding the development. The subject property is generally located north of Bedford Road and west of Meadow Creek Drive. (Z-276)

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



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 06/09/15

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

ITEM:

Public hearing and consider an ordinance to amend Ordinance Number 10-2978 specific to the Bedford Comprehensive Land Use Plan (2010) for a parcel from Park and Open Space to Commercial. The parcel is known as Lot 1, Block 1, Tri-Cities Addition. The parcel is located north of Bedford Road and south of Airport Freeway. (A-041)

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Bedford Road to the east, Airport Freeway to the north and Somerset Circle to the west, with the site currently vacant. There is an application requesting to approval of a site plan for the construction of a retail/restaurant building in the Master Highway Corridor Overlay District (MHC). The Comprehensive Land Use Plan indicates the location at 1100 Airport Freeway to be Park and Open Space. In order for the site plan to be approved, the Comprehensive Land Use Plan needs to be amended for this property from Park and Open Space designation to Commercial.

The purpose of a Comprehensive Land Use Plan is to give direction to future development in order to avoid the creation of incompatible physical impacts. The current Plan was adopted in 2010. Typical plans are reviewed on a 10 to 12 year basis. Over time and taking into account the growth and maturation of the City, this plan may need to be amended. It is not at all uncommon to amend a plan and in this case, due to the surrounding land uses, the requested change should not pose any potential issues.

The Planning and Zoning Commission recommended approval of this item at their April 9, 2015 meeting by a vote of 7-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to amend Ordinance 10-2978, specific to the Bedford Comprehensive Land Use Plan (2010) for a parcel from Park and Open Space to Commercial. The parcel is known as Lot 1, Block 1, Tri-Cities Addition. The parcel is located north of Bedford Road and south of Airport Freeway. (A-041)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance
Aerial
Planning and Zoning Commission Minutes
Star Telegram Publication

ORDINANCE NO. 15-

AN ORDINANCE TO AMEND ORDINANCE 10-2978, SPECIFIC TO THE BEDFORD COMPREHENSIVE LAND USE PLAN (2010) FOR A PARCEL FROM PARK AND OPEN SPACE TO COMMERCIAL. THE PARCEL IS KNOWN AS LOT 1, BLOCK 1, TRI-CITIES ADDITION. THE PARCEL IS LOCATED NORTH OF BEDFORD ROAD AND SOUTH OF AIRPORT FREEWAY. (A-041)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Bedford Comprehensive Land Use Plan be amended for a portion of the property known as Lot 1, Block 1, Tri-Cities Addition, located at 1100 Airport Freeway, Bedford, Texas, specifically to amend a parcel from Park and Open Space to Commercial. The property is generally bound by Bedford Road to the east, Airport Freeway to the north and Somerset Circle to the west, with the site currently vacant. (A-041)

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 Comprehensive Land Use Plan be amended and the map designated "COMPREHENSIVE LAND USE PLAN OF BEDFORD, TEXAS" be revised and amended so that the land described as:

Lot 1, Block 1, Tri-Cities Addition located at 1100 Airport Freeway, shown as approved by this ordinance.

SECTION 3. That approval of amending the Comprehensive Land Use Plan is subject to no stipulations.

SECTION 4. 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 Comprehensive Land Use Plan.

SECTION 5. That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.

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

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

SECTION 8. 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. 15-

PRESENTED AND PASSED this 9th day of June, 2015 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

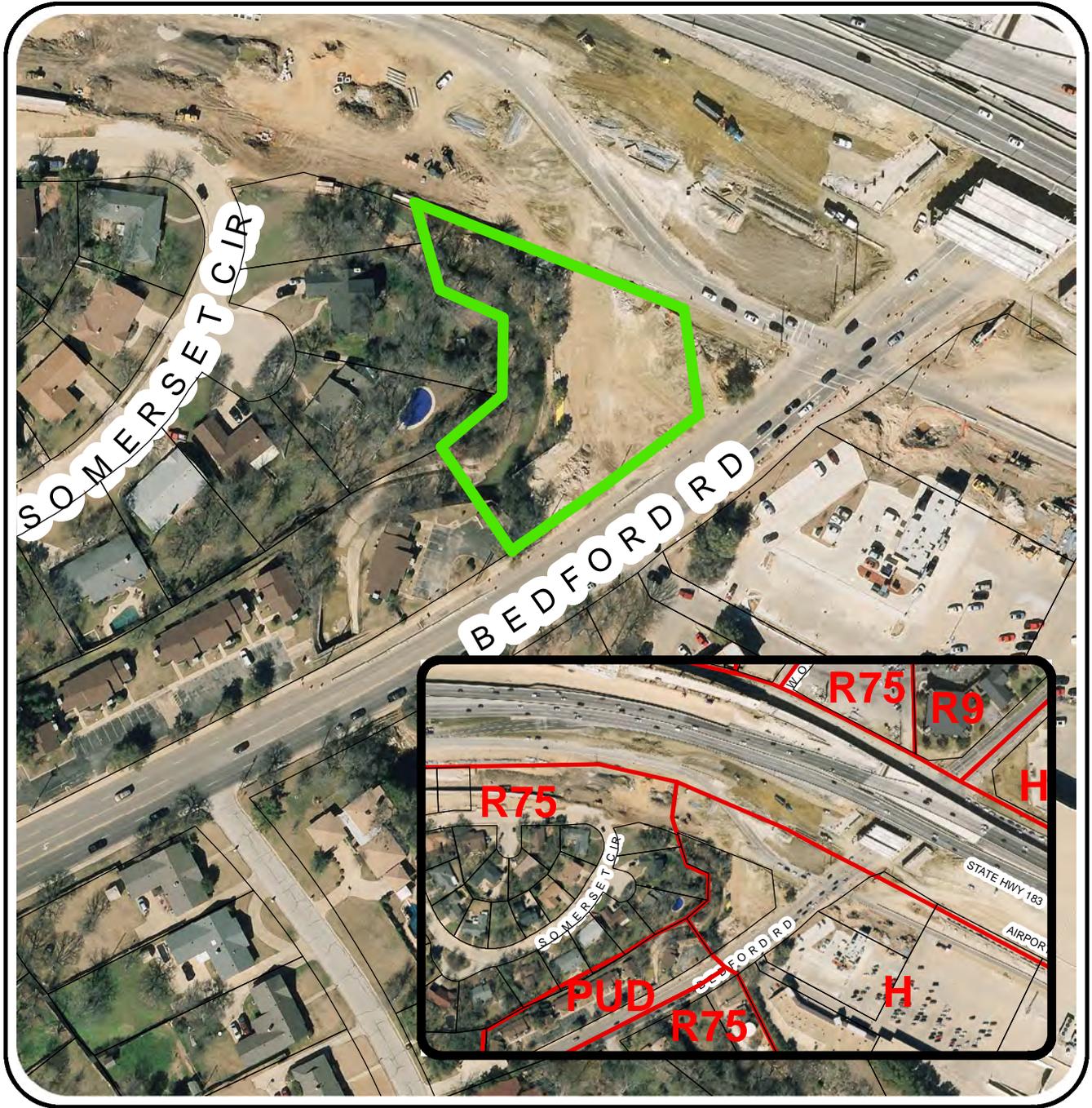
ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

A-041 1100 Airport Freeway
Comprehensive Land Use Designation "Park/Open Space"



Legend

-  Proposed Comprehensive Land Use Designation Change From Park/Open Space to Commercial

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF APRIL 9, 2015**

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: March 26, 2015 regular meeting**

Motion: Commissioner Stroope made a motion to approve the meeting minutes of March 26, 2015 regular meeting.

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

Ayes: Commissioners Culver, Sinisi, Stroope, Henning, Chairman Reese, Vice Chairman Carlson

Nays: None

Abstention: Commissioner Hall

Motion approved 5-0-1. Chairman Reese declared the March 26, 2015 meeting minutes approved with conditions that two items be added.

PUBLIC HEARINGS

2. **Public hearing and consider a request to amend Ordinance Number 10-2978 of the Bedford Comprehensive Land Use Plan (2010) for a parcel from Green Space to Commercial. The parcel is known as Lot 1, Block 1, Tri-Cities Addition. The parcel is located north of Bedford Road and south of Airport Freeway. (A-041)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case A-041.

Vice Chairman Carlson recalled the time at which the zoning designation for the subject parcel was determined.

Chairman Reese opened the public hearing at 7:11 p.m.

Chairman Reese closed the public hearing at 7:11 p.m.

Motion: Commissioner Henning made a motion to approve Zoning Case A-041.

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

Motion approved 7-0. Chairman Reese recommended approval of the public hearing for A-041.

3. **Public hearing and consider a site plan for a 3,584 sq. ft. Popeye's fast-food restaurant with drive-thru and a retail space for T-Mobile. The property is zoned (H), Heavy Commercial and located in the Master Highway Corridor Overlay District (MHC); the address is 1100 Airport Freeway and the legal description is Lot 1, Block 1, Tri-City Addition. The property is generally located south of Airport Freeway and west of Bedford Road. (S-061)**



CITY OF
BEDFORD

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

April 10, 2015

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Friday, April 10, 2015.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Monday, April 13, 2015.

MESSAGE:

CITY OF BEDFORD
PUBLIC HEARING

The City of Bedford City Council gives notice of a public hearing on Tuesday, April 28, 2015, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider an ordinance to amend Ordinance Number 10-2978 of the Bedford Comprehensive Land Use Plan (2010) for a parcel from Green Space to Commercial. The parcel is known as Lot 1, Block 1, Tri-Cities Addition. The parcel is located north of Bedford Road and south of Airport Freeway. (A-041)

Public hearing and consider an ordinance to rezone Lot A, Block 17-R, Stonegate Addition, located at 1428 Brown Trail, Bedford, Texas from (L) Light Commercial to (H) Heavy Commercial/Specific Use Permit/Automobile Parking Lot, specific to Section 3.2.C(5)c, Automobile Parking Lot and Areas, allowing for Grubbs Auto Properties to park excess vehicle inventory. The property is generally located south of Old Kirk Road and east of Brown Trail. (Z-266)

Public hearing and consider an ordinance to rezone Lot 1, Block 1, Harwood Village North Addition, located at 605 Harwood Road, Bedford, Texas from (H) Heavy Commercial District to (H) Heavy Commercial/Specific Use Permit/Church, specific to Section 3.2.C(2)a, allowing for Cornerstone Church to open a 8,640 square foot church within the retail center. The property is generally located north of Harwood Road and west of Spring valley Drive. (Z-270)



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 06/09/15

Council Mission Area: Foster economic growth.

ITEM:

Public hearing and consider a resolution approving a site plan for the property known as Lot 1, Block 1, Tri-Cities Addition, located at 1100 Airport Freeway, Bedford, Texas, specifically for a 3,584 sq. ft. Popeye's Fast Food restaurant with drive thru and a retail space for T-Mobile. The property is zoned (H), Heavy Commercial and located in the Master Highway Corridor Overlay District (MHC). The property is generally located south of Airport Freeway and north of Bedford Road. (S-061)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Bedford Road to the east, Airport Freeway to the north and Somerset Circle to the west, with the site currently vacant. The applicant is requesting approval of a site plan for the construction of a retail/restaurant building in the Master Highway Corridor Overlay District (MHC). Currently the Texas Department of Transportation is installing landscaping along the frontage of Airport Freeway and Bedford Road, which will allow the applicant to use the landscaped area 30 feet beyond the property lines as the required landscape buffer area.

The Planning and Zoning Commission recommended approval for this site plan at their May 14, 2015 meeting by a vote of 6-1-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution approving a site plan for the property known as Lot 1, Block 1, Tri-Cities Addition, located at 1100 Airport Freeway, Bedford, Texas, specifically for a 3,584 sq. ft. Popeye's Fast Food restaurant with drive thru and a retail space for T-Mobile. The property is zoned (H), Heavy Commercial and located in the Master Highway Corridor Overlay District (MHC). The property is generally located south of Airport Freeway and north of Bedford Road. (S-061)

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Site Plan
Aerial
Building Elevations
Planning & Zoning Minutes
Copy of Legal Ad Published in Star Telegram

RESOLUTION NO. 15-

A RESOLUTION APPROVING A SITE PLAN FOR THE PROPERTY KNOWN AS LOT 1, BLOCK 1, TRI-CITIES ADDITION, LOCATED AT 1100 AIRPORT FREEWAY, BEDFORD, TEXAS, SPECIFICALLY FOR A 3,584 SQ. FT. POPEYE'S FAST FOOD RESTAURANT WITH DRIVE THRU AND A RETAIL SPACE FOR T-MOBILE. THE PROPERTY IS ZONED (H), HEAVY COMMERCIAL AND LOCATED IN THE MASTER HIGHWAY CORRIDOR OVERLAY DISTRICT (MHC). THE PROPERTY IS GENERALLY LOCATED SOUTH OF AIRPORT FREEWAY AND NORTH OF BEDFORD ROAD. (S-061)

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

WHEREAS, the Planning and Zoning Commission recommended approval of the site plan at their May 14, 2014 meeting; and,

WHEREAS, the City Council of Bedford, Texas finds that it is in the best interest of the City to accept the Popeye's/T-Mobile Site Plan; and,

WHEREAS, the said Site Plan is known as Lot 1, Block 1, Tri-Cities Addition, and is located at 1100 Airport Freeway, Bedford, TX. The property is generally located south of Airport Freeway and west of Bedford Road.

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

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

SECTION 2. That the City Council hereby approves a resolution accepting the Popeye's/T-Mobile Site Plan.

PRESENTED AND PASSED this the 9th day of June 2015, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

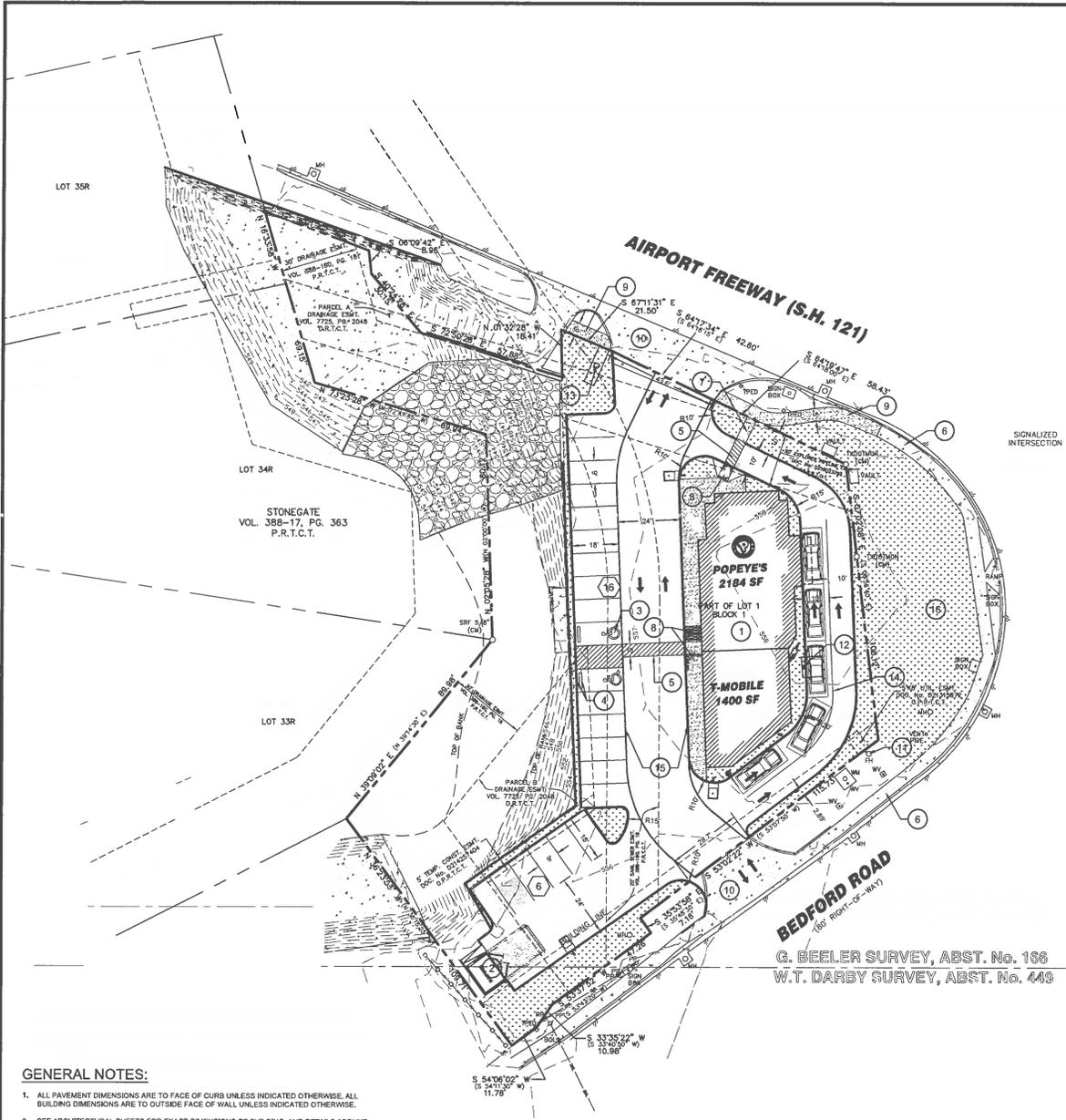
Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

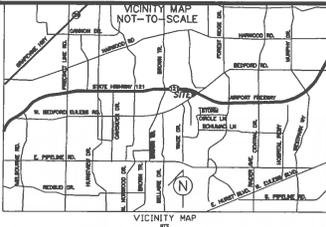
APPROVED AS TO FORM:

Stan Lowry, City Attorney



LEGEND:

- PROPERTY LINE
- - - ADJOINED PROPERTY
- - - BUILDING SETBACK LINE
- - - EASEMENTS
- EXISTING CURB
- PROPOSED CURB AND GUTTER
- PAINTED STRIPE (TRAFFIC WHITE)
- PAINTED WALKWAY (TRAFFIC WHITE)
- CONCRETE PAVING (THICKNESS PER DETAIL ON SHEET C-6)
- 4" THICK CONCRETE SIDEWALK
- EXIST. CONCRETE SIDEWALK
- INTERIOR LANDSCAPED AREA (SEE LANDSCAPE PLANS)
- VEHICULAR ACCESS AGREEMENT AREA
- PARKING STALL COUNT
- SITE LIGHTING (SEE ELECTRICAL PLANS)

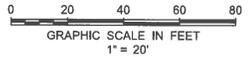


NOTES BY SYMBOL:

- 1 POPEYE'S 60 SEAT STRETCH PROTOTYPE - 2,480 SF BUILDING
- 2 DUMPSTER WITH ENCLOSURE WITH 7" THICK CONC. APRON. REFER TO ARCHITECTURAL PLANS FOR DETAILS
- 3 HANDICAP ACCESSIBLE PARKING SPACE (TYP.) - 2 PLACES (1 - REGULAR, 1 VAN ACCESSIBLE). PROVIDE SIGNAGE AS REQUIRED
- 4 ADA POLE SIGNAGE & WHEELSTOPS (TYP.) - 2 PLACES
- 5 ADA COMPLIANT WALKWAY
- 6 EXISTING SIDEWALKS IN TXDOT & CITY ROW
- 7 INSTALL SIDEWALK AND CONNECT TO EXISTING ADA PATH. MAX. SLOPE ALONG PATH IS 5% MAX.
- 8 INSTALL ADA COMPLIANT BARRIER FREE RAMPS
- 9 INSTALL 6" WIDE SIDEWALK ALONG FRONTAGE PER TXDOT REQUIREMENTS. TXDOT PERMIT REQUIRED
- 10 EXISTING CONCRETE DRIVEWAY
- 11 EXISTING FIRE HYDRANT
- 12 ORDER CONFIRMATION BOARD AND MENU BOARDS. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION
- 13 PROPOSED SIGNAGE LOCATION. ALL SIGNAGE TO BE APPROVED AND INSTALLED UNDER A SEPARATE SIGN PERMIT.
- 14 4" WIDE YELLOW STRIPE FOR DRIVE-THRU LANE DESIGNATION.
- 15 24" FIRE LANE MARKED PER BEDFORD FIRE DEPARTMENT REQUIREMENTS
- 16 EXISTING LANDSCAPED AREAS IN TXDOT ROW MAINTAINED BY TXDOT

LAND USE CHART

PROPOSED DEVELOPMENT	RESTAURANT WITH DRIVE-THRU AND RETAIL STORE
EXISTING ZONING	H (HEAVY COMMERCIAL)
SITE AREA (Ac.)	0.831 Ac. (36,187 SF)
BUILDING AREA (SF)	3564 SF
BUILDING HEIGHT (ft)	19.25'
REQUIRED LANDSCAPING (20%)	7237
PROVIDED LANDSCAPING AREA	8708 SF (24.09%)
PARKING REQUIRED (RESTAURANT 3,134 SF)	15 (1 PER 200 SF)
PARKING REQUIRED (RETAIL 1,400 SF)	6 (1 PER 250 SF)
PARKING PROVIDED	23 SPACES



GENERAL NOTES:

1. ALL PAVEMENT DIMENSIONS ARE TO FACE OF CURB UNLESS INDICATED OTHERWISE. ALL BUILDING DIMENSIONS ARE TO OUTSIDE FACE OF WALL UNLESS INDICATED OTHERWISE.
2. SEE ARCHITECTURAL SHEETS FOR EXACT DIMENSIONS OF BUILDING, AND DETAILS AROUND THE BUILDING.
3. ALL CURVE RADII ARE 3' UNLESS NOTED OTHERWISE.
4. SEE ELECTRICAL PLANS FOR SITE LIGHTING DESIGN AND DETAILS.

NOTE:
10% OF PARKING AREAS PAVEMENTS REQUIRE PATTERNED TREATMENTS PER THE CITY OF BEDFORD ORDINANCE. REFER TO THE LANDSCAPE PLAN FOR TYPE AND EXTENTS OF THESE REQUIREMENTS.

G. BEELER SURVEY, ABST. No. 166
W.T. DARBY SURVEY, ABST. No. 449

THOMAS
SITE DEVELOPMENT
ENGINEERING INC.
1100 BEDFORD ROAD, COLLEGEVILLE, TX 76004
DALLAS, TX 75244
TEL: (972) 850-2287

POPEYE'S
RESTAURANT & DRIVE-THRU
1100 BEDFORD ROAD, BEDFORD, TEXAS 76021

DATE	DESCRIPTION	REVISION
08-18-2011		

SITE PLAN
0.831 ACRES (36,187 SF) OF LAND
LOTS 1A1, BLOCK 1
TRI CITIES ADDITION
CITY OF BEDFORD, TARRANT COUNTY, TEXAS

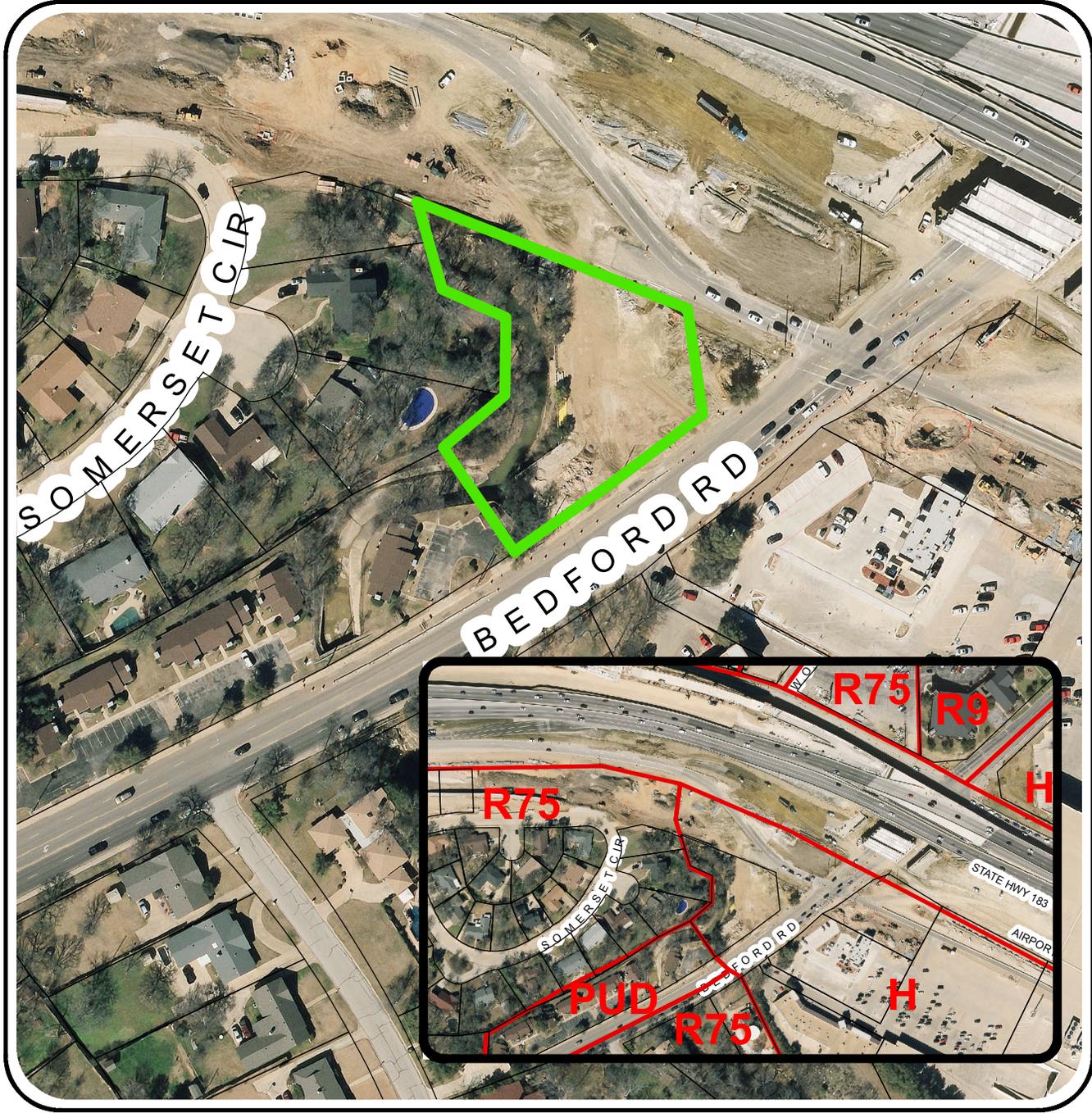
OWNER: POP HOLDINGS, LP
3318 FOREST LANE, STE. 200
DALLAS, TX 75244
ATTN: ARMANDO PALACIOS PH: (972) 850-2287

ENGINEER: THOMAS SITE DEVELOPMENT ENGINEERING INC.
4804 BILL SIMMONS ROAD
COLLEGEVILLE, TX 76004
ATTN: MATTHEW THOMAS, PE PH: (214) 850-2728

C-2.0

C:\WORK\2011\08\1100BEDFORD\1100BEDFORD_SITELANDUSECHART.CAD SET, DWG, PLOT: 8/18/2011 10:58:31 AM

S-061 1100 Airport Freeway Site Plan



Legend

■ Proposed Site Plan Area for 1100 Airport Freeway









**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF MAY 14, 2015**

APPROVED

Commissioner Sinisi 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: April 23, 2015 regular meeting**

Motion: Commissioner Culver made a motion to approve the meeting minutes of April 23, 2015 regular meeting.

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

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

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Reese declared the April 9, 2015 meeting minutes approved with conditions that one item be changed.

PUBLIC HEARINGS

- 2. Public hearing and consider a site plan for a 3,584 sq. ft. Popeye's fast-food restaurant with drive-thru and a retail space for T-Mobile. The property is zoned (H), Heavy Commercial and located in the Master Highway Corridor Overlay District (MHC); the address is 1100 Airport Freeway and the legal description is Lot 1, Block 1, Tri-City Addition. The property is generally located south of Airport Freeway and west of Bedford Road. (S-061)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed continued zoning case S-061.

Chairman Reese called forward the petitioners for the case.

Matthew Thomas, the engineer representing the Popeye's case, presented in favor of the case with revised renderings of the proposed building.

The current landscaping on the property covers 8,338 square feet. The requirement for the property is 7,237 square feet.

Jonathan Cortez, representing E3 Designs, explained the color choice for the building. Popeye's corporate required the franchise colors to be on the building.

Chairman Reese opened the public hearing at 7:15 p.m.

Chairman Reese closed the public hearing at 7:15 p.m.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF MAY 14, 2015**

APPROVED

Motion: Commissioner Hall made a motion to approve Zoning Case S-061, according to the current renderings with earth tone colors as presented.

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

Motion approved 6-1. Chairman Reese recommended approval of zoning case S-061.

- 3. Public hearing and consider a request to rezone Lot 1-23, Block 1, Avalon Place Addition, located in the 2300-2400 Block of Bedford Road also known as the 2400 Block of Avalon Court, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing BYD Avalon Place LLC to construct a wrought iron fence along a portion of the area surrounding the development. The property is generally located north of Bedford Road and west of Meadow Creek Drive. (Z-276)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case Z-276.

Commissioner Stroope recused himself from case Z-276 and left the building.

Bryan Holland, representing the case, spoke in favor of the case.

Chairman Reese opened the public hearing at 7:28 p.m.

Chairman Reese closed the public hearing at 7:28 p.m.

Motion: Commissioner Austin made a motion to approve Zoning Case Z-276.

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

Motion approved 6-0-1. Chairman Reese recommended approval of zoning case Z-276.

ADJOURNMENT

Motion: Commissioner Hall made a motion to adjourn.

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

Motion approved 7-0. Chairman Reese adjourned the Planning and Zoning Commission meeting at 7:30 p.m.

**Bill Reese, Chairman
Planning and Zoning Commission**

ATTEST:



CITY OF
BEDFORD

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

May 19, 2015

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Wednesday, May 20, 2015.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Thursday, May 21, 2015.

MESSAGE:

CITY OF BEDFORD
PUBLIC HEARING

The City of Bedford City Council gives notice of a public hearing on Tuesday, June 9th, 2015, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider a resolution for a site plan for a 3,584sq. ft. Popeye's fast food restaurant with drive thru and a retail space for T-Mobile. The property is zoned (H), Heavy Commercial and located in the Master Highway Corridor Overlay District, (MHC); the address is 1100 Airport Freeway; and the legal description is Lot 1, Block 1, Tri-City Addition. The property is generally located south of Airport Freeway and west of Bedford Road. (S-061)

Public hearing and consider an ordinance to rezone Lot 1-23, Block 1, Avalon Place Addition, located in the 2300-2400 Block of Bedford Road, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing BYD Avalon Place LLC to construct a wrought iron fence along a portion of the area surrounding the development. The subject property is generally located north of Bedford Road and west of Meadow Creek Drive. (Z-276)

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



Council Agenda Background

PRESENTER: Don Henderson, Parks Superintendent

DATE: 06/09/15

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

ITEM:

Consider a resolution authorizing the Interim City Manager to purchase playground structures from Play & Park Structures in the amount of \$94,507.92.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

During the April 28, 2015 Council meeting, staff presented the City Council with options for a budget amendment. These amendments were possible because of a structured surplus in the current year operating budget and favorable results from the FY 2014 audit. The surplus was planned due to an expected loss of revenue in the FY 2015-2016 budget, but flexibility could still be preserved if it was allocated for one-time capital purchases. A recurring request for supplemental funding is proposed to begin a replacement program for playgrounds. The nine City parks all have playgrounds that are over 20 years old. While the Boys Ranch playground was included in the Phase I improvements, the remaining parks did not have any identified available funding for a replacement program. With the age of the current structures, replacement parts must be fabricated or elements of the structures removed to preserve safety. At the May 12, 2015 Council Meeting, the City Council authorized a budget amendment that included an allocation of \$120,000 to begin replacing playgrounds at two parks. As part of their direction to staff, the replacement structures also needed to include shade coverings. Staff began researching to prioritize the parks most in need of replacement given the budgetary authorization. Staff consulted with the Parks and Recreation Board to seek input on the prioritization process.

Staff received quotes from Play & Park Structures to identify playgrounds that are similar in size to current structures. In the proposal provided by Play & Park Structures, they identified available grant funding to enhance the structures and minimize costs. These savings resulted in over \$40,000 of added value.

Staff and the Parks and Recreation Board have selected Brookhollow Park and the park at the east end of the linear trail system as the priorities given funding availability. Attached are the quotes and pictures of the selected structures. Both structures will have shade coverings. The total for both is \$94,507.92.

It will take approximately 12 weeks for ordering, delivery and installation. Additional costs, in the amount of \$10,000, will be required for mulch (soft landing) and concrete borders at both playgrounds. This funding was approved through a budget amendment by the City Council on May 12, 2015.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to purchase playground structures from Play & Park Structures in the amount of \$94,507.92.

FISCAL IMPACT:

Budget FY 14/15: \$120,000.00
Actual Amount: \$94,507.92
Variance: \$25,492.08

ATTACHMENTS:

Resolutions
Brookhollow Park Quote and Drawings
East End Park Quote and Drawings

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO PURCHASE PLAYGROUND STRUCTURES FROM PLAY & PARK STRUCTURES IN THE AMOUNT OF \$94,507.92.

WHEREAS, the City Council of Bedford, Texas wishes to maintain park equipment; and,

WHEREAS, the City Council of Bedford, Texas and the Parks and Recreation Board recognizes that the playground structures at Brookhollow Park and the park at the east end of the Linear Trail should be replaced with new equipment and shade structures; and,

WHEREAS, funding for this purchase was approved in a Budget Amendment for Fiscal Year 2014-2015.

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 does hereby authorize the Interim City Manager to purchase playground structures from Play & Park Structures in the amount of \$94,507.92.

PRESENTED AND PASSED this 9th day of June 2015, 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



Play & Park Structures of NW Texas
215 W. Bandera Rd. Ste 114, PMB 443
Boerne, TX, 78006
Phone: 210.884.2000
Fax: 210.855.3849
Email: drobertson@playandpark.com
Contact:

Brookhollow

City Of Bedford
 Attn: Don Henderson
 2140 L.Don Dodson
 Bedford, TX 76021

Quote Number: 718-88985
 Quote Date: 5/11/2015

Stock ID	Description	Quantity	Weight	Unit Price	Amount
Custom Structure		1	0	\$43,841.00	\$43,841.00
INSTALL	complete install by certified PPS installer	1	0	\$12,750.00	\$12,750.00
Shade	20'x40' fabric shade 14' eave height	1	0	\$16,407.87	\$16,407.87
funding	Matching funding Grant approval	1	0	(\$21,920.50)	(\$21,920.50)

Total Weight: 0
 SubTotal: \$51,078.37
 Estimated Freight: \$2,128.07
Total Amount: \$53,206.44

Does not include surfacing or removal of old equipment

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of NW Texas.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Shipment: order shall ship within 30-45 days after Play & Park Structures's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Freight charges: Prepaid & added

Installation: shall be by a Certified Play & Park Structures Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Purchase Amount: _____ \$53,206.44

Facsimile: _____

Order Information

Bill to:
Company: _____
Attn: _____
Address: _____
City/State/Zip: _____
Billing Contact: _____
Billing Phone: _____
Billing Fax: _____

Ship to:
Company: _____
Attn: _____
Address: _____
City/State/Zip: _____
Jobsite Contact: _____
Jobsite Phone: _____
Jobsite Fax: _____

Enter desired color palette name: _____ OR
Enter desired color: Uprights (_____) Decks (_____)
Accents (_____) Roofs/Tubes (_____) Slides/Panels (_____)
Play & Park Structures of NW Texas
By: _____
Salesperson's signature

Salesman's Signature

Customer's Signature



BEDFORD PARKS
 BROOKHOLLOW PARK
 BEDFORD, TS 78006

PLAY & PARK STRUCTURES TX

This play equipment is recommended for children ages:
 5-12

Minimum Area Required:
 49'-11" X 30'-11"

Scale: 1/4" = 1'-0"
 This drawing can be scaled only when in an 24" x 36" format

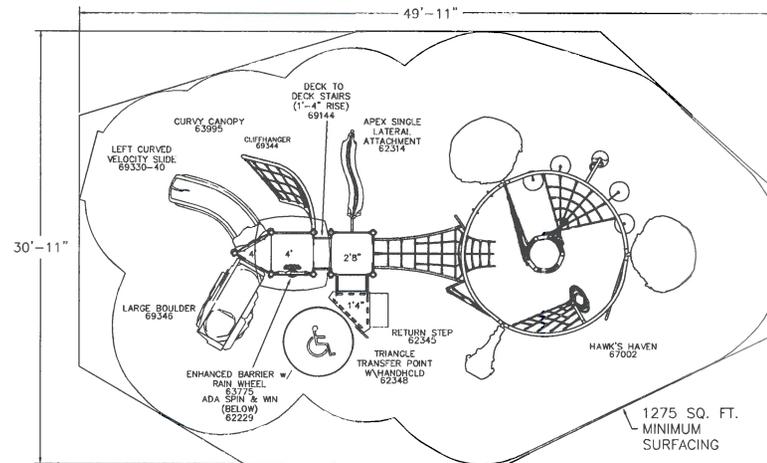
Drawn By:
 BOB FLATT
 Date:
 05/04/2015
 Quote Number:
 718-88710

play&park structures
 A PLAYCORP COMPANY
 401 Chestnut St., Ste. 410
 Chattanooga, TN 37402
 800-727-1907 / www.playandpark.com



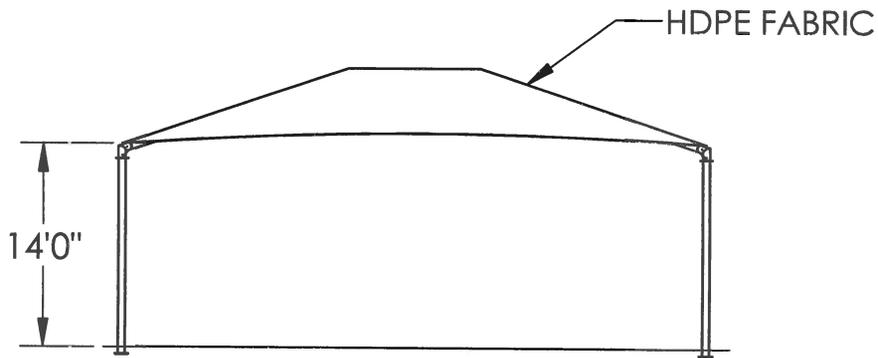
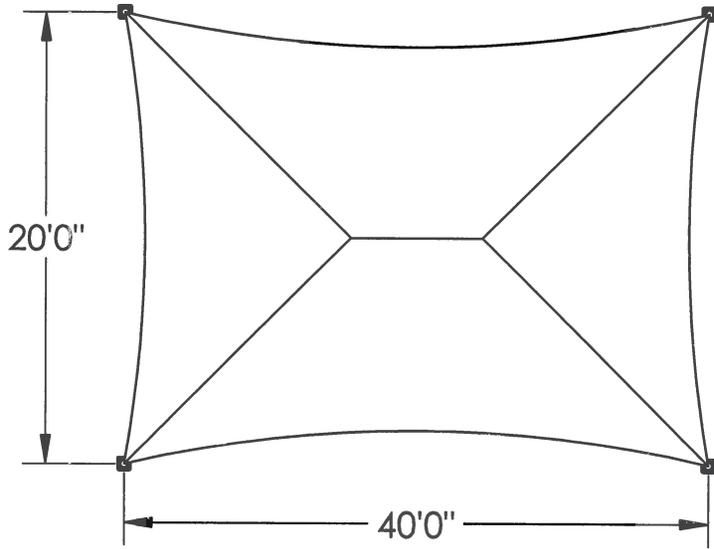
Total Play Components	8
Elevated Play Components	6
Elevated Play Components Accessible by Ramp	0 Req. 0
Elevated Components Accessible by Transfer	6 Req. 3
Accessible Ground Level Components Shown	2 Req. 2
Different Types of Ground Level Components	2 Req. 2

<u>User Capacity</u>	40-50
<u>Critical Fall Height</u>	8'-0"

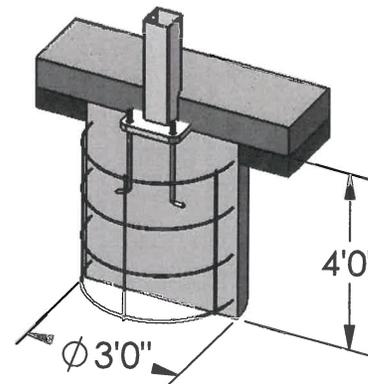


It is the manufacturer's opinion that the structure shown herein complies with current ada standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment.
IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.





REBAR CAGE
 (6) #5 VERTICAL
 #3 TIES @ 12" O.C.



UltraPlaySystems, Inc.

PROPRIETARY DOCUMENT
 1675 Locust Street
 Red Bud, IL 62278
 phone (800) 45-ULTRA
 fax (618) 282-8200

**ALL DIMENSIONS
 ARE IN INCHES**
 UNLESS OTHERWISE NOTED
 FABRICATION TOLERANCES
 DISTANCE: 1/16"
 ANGLE: 2°
 FABRICATION OF ALL
 EQUIPMENT MUST COMPLY
 WITH "ULTRA PLAY"
 DESIGN STANDARDS"

TYPE OF DWG	DRAWN BY
INS	JAA
DATE	REVISED
7/23/13	
CATALOG REFERENCE	

Hip 20x40 Shade
 14' eave
 Model Number

HP2040S-14-FB

SHEET 1 OF 1

FOOTING AND REBAR SPEC MAY CHANGE PENDING ENGINEERING APPROVAL
 PRELIMINARY - NOT FOR CONSTRUCTION



Play & Park Structures of NW Texas
215 W. Bandera Rd. Ste 114, PMB 443
Boerne, TX, 78006
Phone: 210.884.2000
Fax: 210.855.3849
Email: drobertson@playandpark.com
Contact:

East End Park

City Of Bedford
 Attn: Don Henderson
 2140 L.Don Dodson
 Bedford, TX 76021

Quote Number: 718-88984
 Quote Date: 5/11/2015

Stock ID	Description	Quantity	Weight	Unit Price	Amount
Custom Structure		1	0	\$50,441.00	\$50,441.00
INSTALL	Complete installation by certified PPS installer	1	0	\$13,500.00	\$13,500.00
Funding	Matching funds Grant approval	1	0	(\$25,220.50)	(\$25,220.50)
Shade Structure Included					
			Total Weight:	0	
Does not include surfacing or removal of existing equipment				SubTotal:	\$38,720.50
				Estimated Freight:	\$2,580.98
				Total Amount:	\$41,301.48

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of NW Texas.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Shipment: order shall ship within 30-45 days after Play & Park Structures's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

Freight charges: Prepaid & added

Installation: shall be by a Certified Play & Park Structures Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

Purchase Amount: _____ \$41,301.48

Facsimile _____

Order Information

Bill to:
Company: _____
Attn: _____
Address: _____
City/State/Zip: _____
Billing Contact: _____
Billing Phone: _____
Billing Fax: _____

Ship to:
Company: _____
Attn: _____
Address: _____
City/State/Zip: _____
Jobsite Contact: _____
Jobsite Phone: _____
Jobsite Fax: _____

Enter desired color palette name: _____ OR
Enter desired color: Uprights (_____) Decks (_____)
Accents (_____) Roofs/Tubes (_____) Slides/Panels (_____)
Play & Park Structures of NW Texas
By: _____
Salesperson's signature

Salesman's Signature

Customer's Signature



Boerne Parks and Recreation
 East End Park
 Boerne, TX 78006

This play equipment is recommended for children ages:
 5-12

Scale: 3/16" = 1'-0"
 This drawing can be scaled only when in an 11" x 17" format

Drawn By:
 J. Swiechowski
 Date:
 6/4/2015
 Quote Number:
 718-89771

play&park structures

401 Chestnut St., Ste. 410
 Chattanooga, TN 37402
 800-727-1907 / www.playandpark.com

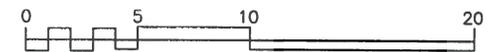
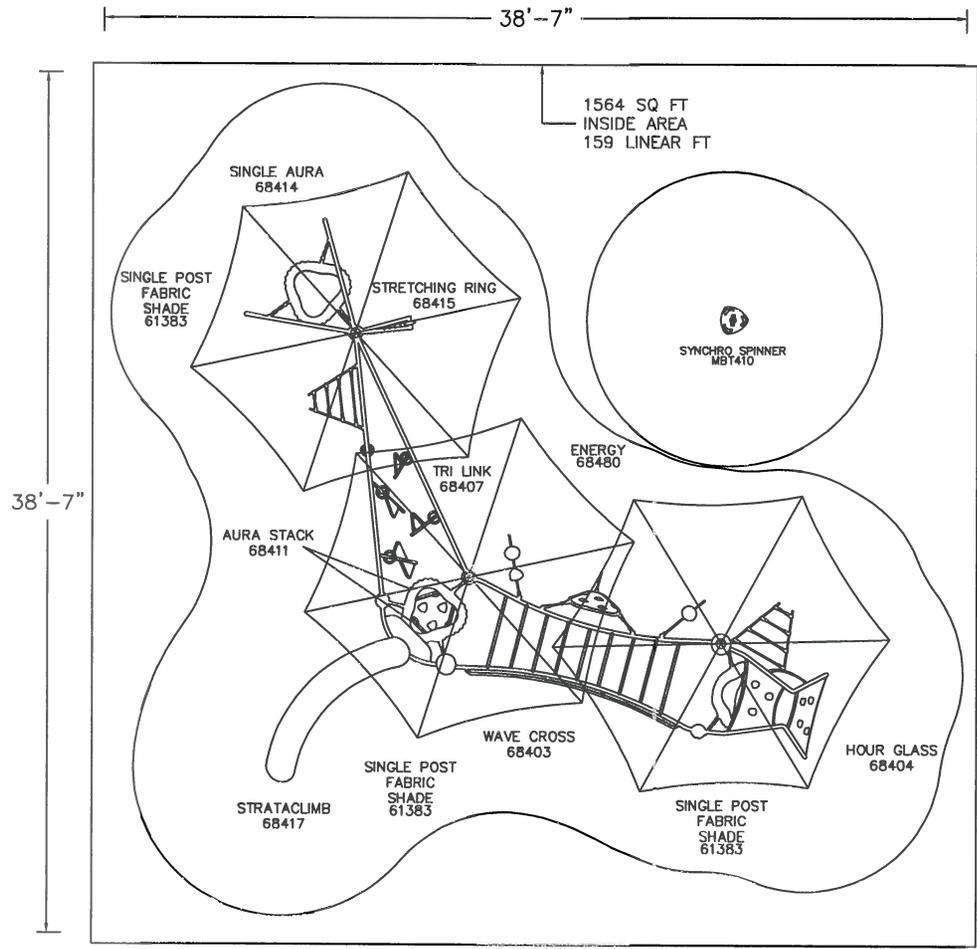


Total Play Components	8		
Elevated Play Components	0		
Elevated Play Components Accessible by Ramp	0	Req.	0
Elevated Components Accessible by Transfer	0	Req.	0
Accessible Ground Level Components Shown	8	Req.	0
Different Types of Ground Level Components	3	Req.	0

<u>User Capacity</u>	35-45
<u>Critical Fall Height</u>	8'-0"

Play & Park Structures of Northwest Texas

SKYLINE
BigToys



It is the manufacturer's opinion that the structure shown herein complies with current ADA standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment.
IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

BEDFORD, TX.

718-88709



1.800.727.1907
www.playandpark.com

play&park
structures
A PLAYCORE COMPANY



Council Agenda Background

PRESENTER: Eric Valdez, Community Services Manager

DATE: 06/09/15

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

ITEM:

Consider a resolution authorizing the Interim City Manager to enter into a one-year lease agreement with the Bedford Eules Soccer Association for the purpose of conducting practices and games at the Meadow Park, Stormie Jones Park and Boys Ranch soccer fields.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Bedford Eules Soccer Association (BESA) has utilized the City of Bedford soccer fields for over 25 years.

BESA will be entering into a one-year lease agreement with the City for the lease of the Meadow Park, Stormie Jones Park and Boys Ranch soccer fields for league practices and games and will provide the City with a league schedule before the beginning of each season.

Per the agreement, the City will prepare all fields, including mowing and lining for the first season game. The City will continue to mow the fields throughout the season; however, after the first season game, BESA will provide all future linings.

BESA will be responsible for providing any related equipment necessary for play as well as the collection of litter inclusive of the playing area and surrounding fence area at the end of each game or practice day.

Prior to this agreement, BESA has never been charged a lease fee for usage of the soccer fields. In the fall of 2014, a new Fee Schedule was adopted, which implemented a fee structure for the usage of the fields. BESA has requested to pay up to \$10,400 of the new required fees. According to the new Fee Schedule, the lease fee would typically be as follows:

- January – August: \$35 per hour with a two hour minimum
- September – December: \$40 per hour with a two hour minimum

Per the agreement, BESA will pay the City \$40 per three hours of use regardless of the time of year. This fee is not to exceed \$200 week/\$10,400 per year.

Staff proposes the acceptance of the reduced lease agreement fee based upon the guaranteed lease income for the entire year. Currently, there are no other entities interested in leasing the fields.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to enter into a one-year lease agreement with the Bedford Eules Soccer Association for the purpose of conducting practices and games at the Meadow Park, Stormie Jones Park and Boys Ranch soccer fields.

FISCAL IMPACT:

General Fund revenue of \$10,400

ATTACHMENTS:

**Resolution
Lease Agreement**

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A ONE-YEAR LEASE AGREEMENT WITH THE BEDFORD EULESS SOCCER ASSOCIATION FOR THE PURPOSE OF CONDUCTING PRACTICES AND GAMES AT THE MEADOW PARK, STORMIE JONES PARK AND BOYS RANCH SOCCER FIELDS.

WHEREAS, the City Council of Bedford, Texas determines the necessity to provide the Bedford Eules Soccer Association the ability to hold soccer practices and games at the Meadow Park, Stormie Jones Park and Boys Ranch soccer fields; and,

WHEREAS, the City of Bedford Recreation staff desires to provide supervision of the lease agreement with the Bedford Eules Soccer Association.

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 does hereby authorize the Interim City Manager to enter into a one-year lease agreement with the Bedford Eules Soccer Association for the purposes of conducting practices and games at the Meadow Park, Stormie Jones Park and Boys Ranch soccer fields.

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

PRESENTED AND PASSED this 9th day of June 2015, 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

LEASE AGREEMENT

THIS LEASE AGREEMENT, with the following terms and conditions ,made on the ____ day of June 2015, by and between the City of Bedford, Texas (herein called "Landlord" or "City"), and Bedford Eules Soccer Association, (herein called "Tenant" or "Association") which parties do hereby agree as follows:

In consideration of the covenants and agreements hereafter reserved and contained on the part of Tenant to be observed performed, the Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain Leased Premises described as follows:

Meadow Park Athletic Complex
3200 Meadow Park
Bedford, TX 76021

Stormie Jones Park
2500 Block of Brasher
Bedford, TX 76021

Boys Ranch Park
2801 Forest Ridge Drive
Bedford, Texas 76021

The subject property is herein called the "Leased Premises" or the "Leased Property". The Leased Premises includes the use of the soccer fields as further described below. Tenant shall use the Leased Premises for soccer games and practices only. No other activities are allowed.

1. GENERAL PROVISIONS

- (a) Landlord's Address: 2000 Forest Ridge Drive
Bedford, TX 76021-1895
- (b) Tenant's Address: PO Box 925
Eules, TX 76039
- (c) The term of the Lease shall commence on the date of its execution and shall expire one (1) year from the date of the execution, (the "Expiration Date). Should Tenant desire to renew the Lease, it shall submit a written request to renew at least sixty (60) days prior to the Expiration Date. If the Tenant does not wish to renew the contract, the Tenant shall not have access to the Leased Premises after the Expiration Date. The Landlord shall have sole discretion on whether to renew the Lease. Notwithstanding the foregoing, either the Landlord or Tenant may terminate this Lease, with or without cause, by giving the other party forty-five (45) days written notice.
- (d) During the Lease term, the Tenant shall have access to the Leased Premises for all games and practices. Tenant shall have no right or access to the Leased Premises at any other time unless the Landlord grants written consent. All requests for use of the Leased Premises other

than times outlined in lease must be made to Landlord in writing a minimum of two (2) weeks prior to the event date.

- (e) Tenant shall pay the Landlord \$40.00 per three hours of use not to exceed \$200 week or \$10,400 a year.
- (f) The Landlord requires that the Tenant will ensure all coaches be certified by the National Youth Sports Coaches Association training program.
- (g) The Landlord has sole authority on decisions regarding field playability; this includes calls regarding weather, maintenance issues or other unforeseen circumstances. If Landlord, through its designated agent, the City Manager or designee, denies access to the field, such decision is final and not appealable.

2. AFFIRMATIVE COVENANTS OF TENANT

Tenants covenant that they shall:

- 2.1 comply with the terms of any state or federal statute or local ordinance or regulation applicable to tenant or its use of the Leased Premises, and indemnify and hold Landlord harmless from penalties, fines, costs, expenses, or damages resulting from its failure to do so.
- 2.2 comply with the terms and conditions set herein relating to the use, operation and maintenance of Leased Premises.
- 2.3 give to Landlord prompt notice of any accident or damage occurring on Leased premises.
- 2.4 have no authority to sublease, or allow the use of, the Leased Premises to any other party, without the prior express written consent of the Landlord, through its designated agent, the City Manager or designee. To that end, Tenant affirms that Tenant has no sublease agreement with any person or entities. Further, Tenant agrees that should Landlord approve a sublease, Tenant will cause the Sub-Lessee to sign a Lease Agreement with the city and that Tenant and Sub-Lessee shall be jointly and severally liable for all terms and conditions of the Lease.

3. DAMAGE TO LEASED PREMISES

If the Leased Premises shall be damaged the Tenant shall be held responsible for repairs to Leased Premises. This includes damages to grass (outside of the normal wear and tear for normal use). The tenant agrees to pick up any trash from location at the conclusion of all utilization. The tenant agrees to pay the city for labor should additional cleanup be required.

4. ALTERATIONS

Tenant shall make no changes or structural alterations to Leased Premises without prior written consent from Landlord.

5. MAINTENANCE

- 5.1 The Tenant agrees to provide related equipment necessary for play, provide officials, and assume responsibility of all litter inclusive of the playing area and surrounding fence area at the end of each game or practice day.
- 5.2 The Landlord agrees to prepare all fields, including mowing and lining for the first season game. The Landlord will continue to mow the fields throughout the season. After the first season game, the Tenant agrees to provide all future linings.

6. ALCOHOL

No alcoholic beverages will be used, allowed, brought or possessed on to leased premises.

7. INDEMNIFICATION AND INSURANCE RIGHTS

- (a) Tenant shall indemnify Landlord and its agents, elected officials, officers, and employees and attorneys and save it harmless from and against any and all claims, actions, damages, liability, and expense, including reasonable attorney’s fees, in connection with loss of life, personal injury, or damage to property occurring in or about, or arising out of, the Leased Premises, or use thereof, or occasioned wholly or in part by any act, occurrence or commission of Tenant, its agent, subtenants, licenses, contractors, customers or employees. All cost, expenses and reasonable attorney’s fees that may be incurred or aid in enforcing the covenants and conditions of the Lease, whether incurred as a result or litigation or otherwise, shall be recovered by the prevailing party from the other party.
- (b) Tenant obtain and keep in force during the term of this Lease Agreement, without expense to Landlord, insurance as set forth below, with an insurance company qualified to do business in the State of Texas with a rating of at least A under A. M. best ratings or comparable rating system. The City shall be shown as an Additional Insured on the Policy. The Tenant shall be the named insured. Said insurance shall be on an occurrence basis. The insurance terms shall require notification of any change or termination to be delivered to the City. Insurance shall cover general liability, liability for injury to or death of any persons resulting from any occurrence in or about the Lease Premises and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the area, but in any event not less than:

General Aggregate	\$2,000,000
Each occurrence	\$1,000,000
Personal Advertising Injury	\$1,000,000
Damage to premises	\$50,000
Sexual/Physical Abuse part of GL	\$50,000
Each Claim	\$25,000

True copies of said policies or certificates thereof showing the premium thereunto have been paid shall be delivered to Landlord upon execution of

the Lease Agreement. If tenant fails to procure and keep in force such insurance, Tenant shall not be allowed to operate on Leased Premises.

8. LANDLORDS ACCESS TO LEASED PREMISES

At all times the Landlord shall have access to the Leased Premises for the purpose of site assessment, maintenance, repairs or any other reason deemed appropriate by Landlord. Landlord agrees to use all reasonable efforts to not interfere with Tenants use of the Leased Premises.

9. ASSIGNMENT

Neither party shall have the right to assign this agreement to any other party without the written consent of the other party, which shall not be unreasonably held.

10. NOTICES

All notices, requests, consents and other communications required or permitted under this lease shall be in writing (including telex, facsimile and telegraph communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or overnight courier service, faxed or telecommunicated (with original to follow by overnight commercial courier for delivery on the next business day), or mailed by certified mail (postage prepaid), return receipt requested, addressed to the parties as follows:

If to Landlord: City of Bedford, Texas
Attention: Eric Valdez,
Community Services Manager
2000 Forest Ridge Drive
Bedford, Texas 76021-1895

If to Tenant: Bedford Euless Soccer Association
PO Box 925
Euless, TX 76039

11. VENUE

Landlord and Tenant agrees to venue for all causes of action shall be in Tarrant County, Texas.

Executed the _____ day of _____, 2015

Landlord: City of Bedford

By: _____
Roger Gibson
Interim City Manager
City of Bedford

Tenant: Bedford Euless Soccer Association

By: _____



Council Agenda Background

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

DATE: 06/09/15

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing the Interim City Manager to enter into a contract with Pacheco Koch, LLC for the Conceptual Design of Harwood Road from the west city limits to the east city limits in the amount of \$449,008.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Harwood Road has shown substantial distress associated with the highway construction. Many motorists used Harwood Road as the main thoroughfare during the 4½ years of rebuilding the freeway. Records indicate that it has been 17 years since the last major rehabilitation of the pavement was performed. Many motorists have noticed that the traveling along Harwood Road contains many more bumps and dips than in previous years.

Records also show that Harwood Road from Martin Drive to Central Drive was rebuilt in 1980. Additional turn lanes and medians were added in 1986. In 1998, Harwood Road received an overlay from the west city limit to Blue Quail. Again in 1998 that portion from Martin Drive to Highway 121 was rehabilitated (with the exception of the medians). In 2005, a micro-seal coating was applied in an attempt to extend the surface in lieu of any rehabilitation knowing that the highway improvements were on the horizon. The micro-seal that was applied in 2005 has far exceeded its expected life, even with several touchups. With almost 17 years since Harwood Road was completely reconstructed, it was time to invest in making the necessary paving improvements.

The Street Improvement Economic Development Corporation (SIEDC) budget for this year included the conceptual design of the Harwood Road rehabilitation. In February 2015, seven engineering firms were contacted to answer a Request for Qualifications (RFQ) for the Harwood Road Paving Improvement Project. The engineering firm of Pacheco Koch, LLC was found to be the most qualified for the Project. This firm recently designed the Brasher Lane Project, the Bedford Road Water Line Project, and the Interior Coating at Simpson Terrace Overhead Storage Tank Project.

Staff negotiated an agreement for professional services in accordance with State requirements. If approved, the contract would include Conceptual Design for 30% of Harwood Road from the west city limits to the east city limits. The new design would include provisions for an ultimate six-lane divided paving. In the short-term, possible bike lanes will be evaluated. Currently, Harwood Road is six lanes in neighboring cities to the west and is only four lanes in Bedford. The design of the project includes a drainage analysis and possible replacement of all drainage, water, sanitary sewer crossing, and traffic analysis. It also includes recommendations for enhancements to signalization, illumination, and landscaping design.

The agreement requires the consultant to assist in finding funding options. Funding could be through the North Texas Council of Governments (NTCOG). Neighboring cities, including Hurst, Euless and North Richland Hills, all connect to Harwood Road. A joint project to rebuild all of Harwood Road would strengthen the possibility for grant funding from several sources including NTCOG.

Staff recommends approval of a contract with Pacheco Koch, LLC for the Conceptual Design of Harwood Road from the west city limits to east city limits in the amount of \$449,008. Funding will come from the SIEDC fund.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to enter into a contract with Pacheco Koch, LLC for the Conceptual Design of Harwood Road from the west city limits to east city limits in the amount of \$449,008.

FISCAL IMPACT:

SIEDC Contract Labor Fund for Harwood Road	
For Conceptual Design:	\$450,000
Contract Amount:	\$449,008
Difference:	\$992

ATTACHMENTS:

Resolution
Map

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A CONTRACT WITH PACHECO KOCH, LLC FOR THE CONCEPTUAL DESIGN OF HARWOOD ROAD FROM THE WEST CITY LIMITS TO EAST CITY LIMITS IN THE AMOUNT OF \$449,008.

WHEREAS, the City Council of Bedford, Texas has determined that a contract with Pacheco Koch, LLC for the Conceptual Design of Harwood Road will help protect the vitality of neighborhoods.

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 does hereby authorize the Interim City Manager to enter into a contract with Pacheco Koch, LLC in the amount of \$449,008 for engineering services for the design of Harwood Road.

PRESENTED AND PASSED this 9th day of June 2015, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

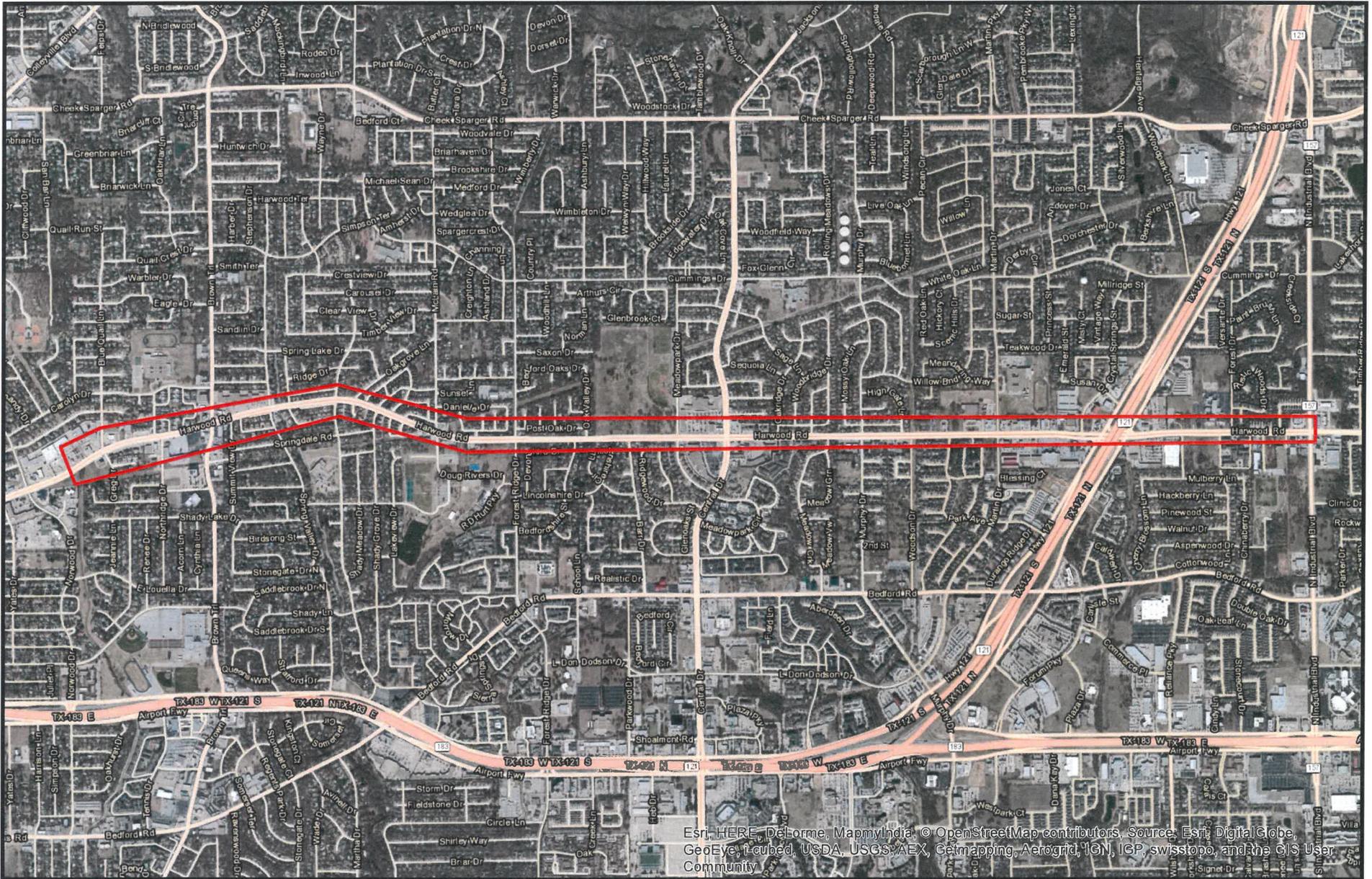
Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

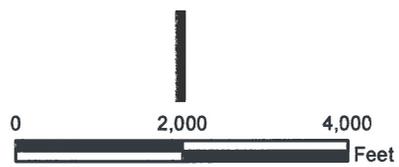
APPROVED AS TO FORM:

Stan Lowry, City Attorney



LOCATION MAP

HARWOOD ROAD



6100 WESTERN PLACE SUITE 1001
 FORT WORTH, TEXAS 76107-4654
 PHONE: (817) 412-7155

June 3, 2015



Council Agenda Background

PRESENTER: Clifford Blackwell III, CGFO
Director of Administrative Services

DATE: 06/09/15

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

ITEM:

Consider a resolution authorizing the Interim City Manager to enter into a contract with Olameter Corporation (formerly AMS Utiliserv) for City water meter reading services in the amount of \$0.746 per meter for routine meter reading and \$3.097 per meter for routine vault meter reading.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In October 2011, the City of Bedford had a contract for meter reading services with US Mountain Pipe & Supply Co. for \$156,000. In January 2012, the City requested bids for water meter reading services due to a requested fee increase. Two bidders responded: 1) AMS Utiliserv and 2) US Mountain Pipe & Supply Co. AMS Utiliserv had the lower bid and entered into a three-year contract with the City beginning in July 2012. That contract is set to expire in July 2015.

In May 2015, staff requested bids for the same services with the possibility of modifying some of the contractual language to allow for term extensions. The bids were advertised on May 6 and May 13, 2015. There was only one respondent, AMS Utiliserv, whom has since merged with another company called Olameter Corporation. Despite the merger, the meter reading staff and operations will remain the same, as provided in the current contract.

The City pays two rates within the current contract: a rate of \$0.705 per meter and a rate of \$2.69 per meter that is re-read. The smaller rate is for each routine meter that is read on a monthly basis. With over 15,000 routine meters in the system, the \$0.705 rate calculates to more than \$10,500 per month. In addition to the routine meter reading services, the actual meter reading devices will compare a current read with an average consumption value from previous monthly reads at the same location. If the current read significantly exceeds the average consumption value, then the device will produce a re-read for that location. Within the current contract, the City pays a second rate of \$2.69 per meter for each meter that is re-read for the same billing cycle. The purpose behind the re-read process is to maintain accurate consumption values in order to produce the water bills. The actual number of re-reads given to Olameter is very minimal.

Under the new contract, the City will again pay two rates: a rate of \$0.746 per meter and a rate of \$3.097 per vault meter. The smaller rate will be for each routine meter that is read on a monthly basis. In addition, if there is re-read to be provided, the same rate of \$0.746 will be applied to all re-reads. There will not be a separate rate for any re-read meters. However, the request for bids separated the bid proposals between routine meters and vault meters. There are 42 vault meters scattered throughout the City. The bidder proposed a rate of \$3.097 per vault meter for its readings. It is common for meter reading companies to provide a separate rate for meters that are located in cast iron bonnets or concrete rings that requires some concerted effort for access.

For comparison, staff took the previous twelve monthly invoices and replaced the rates with the new contractual fees. The total annual expenditures increased from \$128,401 to \$136,698, an increase of \$8,297 or 6.5 percent. However, the City maintains a budget of \$156,000 for water meter reading services. Therefore, despite the increase in expenditures, there are enough funds in the line-item to absorb the increase.

After reviewing the bid, checking references, and meeting with Olameter, staff is satisfied with the services currently provided and recommends approval of the contract.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to enter into a contract with Olameter Corporation (formerly AMS Utiliserv) for City water meter reading services in the amount of \$0.746 per meter for routine meter reading and \$3.097 per meter for routine vault meter reading.

FISCAL IMPACT:

Budget FY 14/15:	\$156,000.00
Estimated Amount:	(\$136,698.00)
Variance:	\$19,302.00

ATTACHMENTS:

Resolution
12-month Bill Comparison
Olameter Bid (Part 1 and 2)
Meter Reading Contract
Bid Tabulation

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A CONTRACT WITH OLAMETER CORPORATION (FORMERLY AMS UTILISERV) FOR CITY WATER METER READING SERVICES IN THE AMOUNT OF \$0.746 PER METER FOR ROUTINE METER READING AND \$3.097 PER METER FOR ROUTINE VAULT METER READING.

WHEREAS, the City Council of Bedford, Texas determines the need for water meter reading services; and,

WHEREAS, the City of Bedford, Texas has requested bids for meter reading services and Olameter Corporation meets the qualifications as prescribed in the request for bids.

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 does hereby authorize the Interim City Manager to enter into a contract with Olameter Corporation for water meter reading services at a cost of \$0.746 per meter for routine reading and \$3.097 for routine vault meter reading.

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

PRESENTED AND PASSED on this 9th day of June 2015, 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

AMS UTILISERV INVOICE COMPARISON

BILL DATE	DESCRIPTION	QTY	CURRENT CONTRACT		*NEW* 2015 CONTRACT		DIFFERENCE
Apr-15	Water Meter Read	15,113	\$0.705	\$ 10,654.67	\$0.746	\$ 11,274.30	
Apr-15	Water Meter Read - Vault	42	\$0.705	\$ 29.61	\$3.097	\$ 130.07	
Apr-15	Water Reread	16	\$2.690	\$ 43.04	\$0.746	\$ 11.94	
	Apr-15 Total		\$ 10,727.32		\$ 11,416.31		\$ 688.99
Mar-15	Water Meter Read	15,074	\$0.705	\$ 10,627.17	\$0.746	\$ 11,245.20	
Mar-15	Water Meter Read - Vault	42	\$0.705	\$ 29.61	\$3.097	\$ 130.07	
Mar-15	Water Reread	5	\$2.690	\$ 13.45	\$0.746	\$ 3.73	
	Mar-15 Total		\$ 10,670.23		\$ 11,379.01		\$ 708.78
Feb-15	Water Meter Read	15,079	\$0.705	\$ 10,630.70	\$0.746	\$ 11,248.93	
Feb-15	Water Meter Read - Vault	42	\$0.705	\$ 29.61	\$3.097	\$ 130.07	
Feb-15	Water Reread	7	\$2.690	\$ 18.83	\$0.746	\$ 5.22	
	Feb-15 Total		\$ 10,679.14		\$ 11,384.23		\$ 705.09
Jan-15	Water Meter Read	15,080	\$0.705	\$ 10,631.40	\$0.746	\$ 11,249.68	
Jan-15	Water Meter Read - Vault	42	\$0.705	\$ 29.61	\$3.097	\$ 130.07	
Jan-15	Water Reread	12	\$2.690	\$ 32.28	\$0.746	\$ 8.95	
	Jan-15 Total		\$ 10,693.29		\$ 11,388.71		\$ 695.42
Dec-14	Water Meter Read	15,076	\$0.705	\$ 10,628.58	\$0.746	\$ 11,246.70	
Dec-14	Water Meter Read - Vault	42	\$0.705	\$ 29.61	\$3.097	\$ 130.07	
Dec-14	Water Reread	9	\$2.690	\$ 24.21	\$0.746	\$ 6.71	
	Dec-14 Total		\$ 10,682.40		\$ 11,383.48		\$ 701.08
Nov-14	Water Meter Read	15,070	\$0.705	\$ 10,624.35	\$0.746	\$ 11,242.22	
Nov-14	Water Meter Read - Vault	42	\$0.705	\$ 29.61	\$3.097	\$ 130.07	
Nov-14	Water Reread	14	\$2.690	\$ 37.66	\$0.746	\$ 10.44	
	Nov-14 Total		\$ 10,691.62		\$ 11,382.74		\$ 691.12
Oct-14	Water Meter Read	15,082	\$0.705	\$ 10,632.81	\$0.746	\$ 11,251.17	
Oct-14	Water Meter Read - Vault	42	\$0.705	\$ 29.61	\$3.097	\$ 130.07	
Oct-14	Water Reread	35	\$2.690	\$ 94.15	\$0.746	\$ 26.11	
	Oct-14 Total		\$ 10,756.57		\$ 11,407.36		\$ 650.79
Sep-14	Water Meter Read	15,087	\$0.705	\$ 10,636.34	\$0.746	\$ 11,254.90	
Sep-14	Water Meter Read - Vault	42	\$0.705	\$ 29.61	\$3.097	\$ 130.07	
Sep-14	Water Reread	17	\$2.690	\$ 45.73	\$0.746	\$ 12.68	
	Sep-14 Total		\$ 10,711.68		\$ 11,397.66		\$ 685.98
Aug-14	Water Meter Read	15,090	\$0.705	\$ 10,638.45	\$0.746	\$ 11,257.14	
Aug-14	Water Meter Read - Vault	42	\$0.705	\$ 29.61	\$3.097	\$ 130.07	
Aug-14	Water Reread	6	\$2.690	\$ 16.14	\$0.746	\$ 4.48	
	Aug-14 Total		\$ 10,684.20		\$ 11,391.69		\$ 707.49
Jul-14	Water Meter Read	15,076	\$0.705	\$ 10,628.58	\$0.746	\$ 11,246.70	
Jul-14	Water Meter Read - Vault	42	\$0.705	\$ 29.61	\$3.097	\$ 130.07	
Jul-14	Water Reread	10	\$2.690	\$ 26.90	\$0.746	\$ 7.46	
	Jul-14 Total		\$ 10,685.09		\$ 11,384.23		\$ 699.14
Jun-14	Water Meter Read	15,068	\$0.705	\$ 10,622.94	\$0.746	\$ 11,240.73	
Jun-14	Water Meter Read - Vault	42	\$0.705	\$ 29.61	\$3.097	\$ 130.07	

AMS UTILISERV INVOICE COMPARISON

BILL DATE	DESCRIPTION	QTY	CURRENT CONTRACT		*NEW* 2015 CONTRACT		DIFFERENCE
Jun-14	Water Reread	16	\$2.690	\$ 43.04	\$0.746	\$ 11.94	
	Jun-14 Total			\$ 10,695.59	\$ 11,382.74		\$ 687.15
May-14	Water Meter Read	15,085	\$0.705	\$ 10,634.93	\$0.746	\$ 11,253.41	
May-14	Water Meter Read - Vault	42	\$0.705	\$ 29.61	\$3.097	\$ 130.07	
May-14	Water Reread	22	\$2.690	\$ 59.18	\$0.746	\$ 16.41	
	May-14 Total			\$ 10,723.72	\$ 11,399.90		\$ 676.18
Grand Total				\$ 128,400.83	\$ 136,698.04		\$ 8,297.21

Budget Lines for 03-50-17-8310

Domain: BEDFORDGOV User ID: CBLACKWELL Employee: 52310

Line Description	Amount
Computer Software-Hardware Programming for Water & Sewer portion of pr...	10,500
CD Scanning of Billing Registers as part of records management & retention	5,000
Investment Advisory Services (Water Fund Share)	800
Meter Reading Contract	156,000
Water bill printing and prep for mailing	42,000

Next Account: 03-50-17-8319 Total: 214,300



Olameter

**PROPOSAL FOR THE PROVISIONING OF
WATER METER READING SERVICES**

**TO
CITY OF BEDFORD**

BID REFERENCE NUMBER: 15-0001

MAY 21, 2015

**Patrick Burk
Executive Vice President**

**4325 Concourse Drive
Ann Arbor, Michigan 48108**

**Ph: 704-321-3760
Fax: 704-321-3760
pburk@olameter.com**



City of Bedford
Attn: Clifford Blackwell, Director of Administrative Services
Administrative Services Department
2000 Forest Ridge Drive, Building B
Bedford, Texas, 76021

May 21, 2015

On behalf of Olameter, I am pleased to provide the following proposal in response to the City of Bedford's Request for Bids 15-0001, for the provision of Water Meter Reading services. We are confident in our ability to deliver utility meter reading services efficiently and cost-effectively while maintaining our signature level of quality service into the future.

At Olameter, we are strong believers in taking a partnership approach and want to build a lasting relationship that will benefit both parties and their respective businesses. Our mandate is to provide a complete solution that will draw upon our extensive experience as one of the leading providers of meter reading and utility field services in North America. We will utilize our expertise, in conjunction with comprehensive management and reporting tools, to provide you with unsurpassed levels of service and access to information that will help you to maximize your own internal efficiencies.

What sets Olameter apart from other service providers is our dedication to provide exceptional levels of customized service to all of our utility clients.

- Olameter has been providing outsourcing solutions to the utility industry since 1989 (formerly as Utility Reading & Billing (URB), AMS Utiliserv, Unibar Services).
- Olameter directly employs personnel who consistently provide quality services to each of our utility clients. With a dedicated Human Resources Department, Director of Health and Safety, Regional Field Managers (RFMs), Vice President – General Manager and Executive Vice President, Olameter ensures services are delivered completely and safely by well-qualified individuals.
- Olameter's organizational structure also promotes open lines of communication with each client. Since we have provided these services for approximately 20 years, the implementation and operation procedures used today have been extensively tested and refined through in-field experience, technology updates, and client input.
- Olameter is dedicated to meeting each of your needs through a partnership approach. We understand that meter reading is a vital part of each utility's business processes; therefore we strive to meet all utility goals consistently.

Please review the following document and contact me directly if any questions arise or further clarification is required. We would also be pleased to provide information regarding the full suite of outsourcing solutions we currently provide to our utility clients.

Regards,
Olameter Corporation



Patrick Burk

Executive Vice President, US

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VENDOR COMPLIANCE WITH STATE LAW

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of Contracts to non-resident bidders. This law provided for non-resident bidders to bid projects for construction, improvements, supplies or services in Texas. To be awarded these Contracts, non-resident bidder must bid an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable Contract in the state of the non-resident's principal place of business.

=====
NOTE: A non-resident bidder is a Contractor whose corporate office or principal place of business is located outside of the State of Texas.

Item A: ALL BIDDERS

I hereby certify that our principal place of business is in the State of Texas.

YES X NO _____

Item B: NON-RESIDENT BIDDERS

Non-resident vendors in _____ (State), our principal place of business, are required to bid _____ % lower than resident bidders by State Law.

Non-resident vendors in _____ (State), our principal place of business, are not required to underbid resident bidders.

AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10, dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am aware that any violation of these rules subjects this agreement to one or more of the following: revocation, removal from bid lists, prohibiting future Contract/subcontract work, revocation of permits and/or prosecution.

Signature

May 20, 2015
Date

Attest (if Contractor is a Corporation)

May 20, 2015
Date

BID PROPOSAL FORM

BID PROPOSAL

**Bid Reference Number: 15-0001
Water Meter Reading Services
Tarrant County, Texas**

Bid Item	Description with Unit Prices in Written Words	Est. Quantity	Unit Measure	Unit Cost	Amount Bid
1	Water Meter Reading Services – (Additional meters will extend to this contract price): <u>Zero</u> dollars and <u>seven four six</u> cents Per Each	Approx. 15,000*	Per Each	\$ <u>0.746</u>	\$ <u>11,190.00</u>
2	Vault Water Meter Reading Services- (Additional meters will extend to this contract price): <u>Three</u> dollars and <u>zero nine seven</u> cents Per Each	42	Per Each	\$ <u>3.097</u>	\$ <u>130.07</u>

Bid Amount: \$ 11,320.07

All bidders must carefully read and fully understand the following to correctly bid on this Contract. Any questions and/or assumptions regarding the project during the bidding process are to be directed to Clifford Blackwell, Director of Administrative Services at 817-952-2174.

The City reserves the right to add or remove units from this Contract in order to achieve budgetary constraints. Bidder will be paid on a monthly basis, based on units completed during the previous month.

*Quantities above as provided by the City of Bedford are for bidding purposes only, and the City does not guarantee that these "quantities" actually represent the true final quantities under this Contract. It is the responsibility of the bidder to inspect and familiarize himself/herself with the areas covered in this Contract to determine the actual scope of work.

Pricing Notes

- Rates as proposed are based on the utilization of presentable, mechanically sound, well signed personal vehicles for the purposes of this contract.
- Rates as proposed are based on Olameter's local personnel utilizing the City's existing facility and manual meter reading system / PC for daily work assignment / data transfer requirements, as per RFB specifications.
- "Per Unit" rates are based on per meter / read attempt.
- Rates as proposed are based on all metering applications being blended and read concurrently within the standard "monthly" meter reading schedule routes / sequencing format (ref: residential, commercial and vault metering applications).
- Applicable taxes not included.

STATE SALES TAX / SEPARATED CONTRACT FORM

STATE SALES TAX/SEPARATED CONTRACT

TO: CITY OF BEDFORD
2000 Forest Ridge Drive
Bedford, Texas 76021

DATE: May 20, 2015

SUMMARY SEPARATION OF MATERIALS AND LABOR:

The total amount bid shall be separated into Materials Costs and Services Charges which results in a "Separated Contract." The Bidder is expected to comply with all the requirements of the State Sales Tax Law, plus separate the total Contract amount, for the total amount bid listed in the Proposal, into Material Costs and Services Charges as provided below.

MATERIALS.....	\$ _____
SERVICES.....	\$ <u>11,320.07</u>
TOTAL AMOUNT BID.....	\$ <u>11,320.07</u>

PRINCIPAL
Patrick Burk

TELEPHONE NUMBER
800-229-3449

SIGNATURE


NAME AND TITLE
Patrick Burk, Executive Vice President

REFERENCES

Each Bidder is to provide a minimum of three (3) references in which the bidder has provided similar service.

1. Company Name: CenterPoint Energy Inc.

Address: PO Box 4567, Houston, Texas, 77210-4567

Contact Person: Bobby Burns, General Manager

Telephone: (318) 286-7335

Product/Service Purchased by Reference: Meter Reading Services

2. Company Name: Entergy

Address: 350 Pine St., Beaumont, TX, 77701

Contact Person: Tim Wright, Manager, Meter Reading Ops

Telephone: (604) 840-2537

Product/Service Purchased by reference: Meter Reading Services

3. Company Name: Knoxville Utility Board (KUB)

Address: 445 S Gay Street., PO Box 59017, Knoxville, TN, 37902

Contact Person: Dennis Newcombe, Manager

Telephone: (665) 558-2646

Product/Service Purchased by reference: Meter Reading Services

SECURITY DEPOSIT

As the current service provider of water meter reading services to the City of Bedford, the City currently holds a security deposit of \$21,400.00 from Olameter as part of our 2012 water meter reading bid (submitted as AMS Utiliserv).

As per the email response from Mr. Cliff Blackwell on Friday May 15, 2015, stating that "it will be perfectly acceptable to use the same deposit for the bid due on May 21, 2015", Olameter will utilize the funds currently held as a security deposit for the current contract towards the Security Deposit requirements for Bid Reference Number: 15-0001 Water Meter Reading Services.

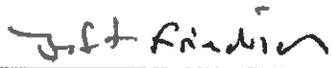
CITY OF BEDFORD

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Appropriate Insurance Agent/Broker

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below-identified Vendor. If the below identified Vendor is awarded the agreement by the City of Bedford, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid/proposal.


Agent (Signature)


Agent (Print)

Name of Agent/Broker: Assurance Agency

Address of Agent/Broker: 1750 East Golf Road

City/State/Zip: Schaumburg, IL 60173

Agent/Broker Telephone #: (847) 463-7236

Date: 5/19/2015

CONTRACTOR'S NAME: Olameter Corporation
(Print or Type)

NOTE TO AGENT/BROKER
If the time requirement is not met, the City has the right to reject this bid/proposal and place the award with another. If you have any questions concerning these requirements, please contact the City of Bedford Director of Administrative Services, Clifford Blackwell at (817) 952-2174.

1 METER READING SERVICES SPECIFICATIONS

1.1 Scope of Work

The CONTRACTOR will be responsible for the supply of all material, equipment, supervision, and labor required for the complete performance of the work described below. This excludes those items explicitly identified in this document to be supplied by the City.

The CONTRACTOR will provide necessary employees, transportation, uniforms, reading equipment/tools, supervision, and labor required to fully complete the reading of City water meters according to the schedule described below.

Each month, the CONTRACTOR will be responsible for reading approximately 15,000 standard odometer type meters. These readings are divided into two (2) cycles as follows:

CYCLE	ROUTE NUMBERS	# OF METERS
I	1-23*	7,594
II	26-42	7,583
TOTAL	Test	15,177

* Currently, there are no 24 & 25 Route Numbers

Vault meters (42) are read electronically. City will provide electronic devices for reading these meters. If electronics are inoperative, CONTRACTOR will notify the City immediately and City employees will read the meter.

Olameter understands, acknowledges and will comply with all requirements as outlined in the Scope of Work outlined within all the associated RFP documentation.

Please refer to **Section 2** for details outlining Olameter's Meter Reading Services.

1.2 Reading Schedule

In accordance with our current schedule, the City invoices Cycle I on the 15th of each month and Cycle II on the 1st of each month. The CONTRACTOR must submit all completed readings no later than 5:00p.m. seven (7) working days prior to the billing date for each cycle. Weather conditions must not prevent the accomplishments of these services unless otherwise agreed to by the City. The CONTRACTOR will complete and return all readings to the Director of Administrative Services or designee via computer download on the scheduled day. In the event a billing day falls on a weekend or holiday, the CONTRACTOR must submit the reading and rereads seven (7) working days prior to the last working day before the weekend or holiday.

The following is a detailed description of the City of Bedford's current reading schedule. The City expects the CONTRACTOR to follow this schedule +/-two days unless a "written request to modify the reading schedule" is approved by the Director of Administrative Services. Considerations will be made for the holidays outlined in the contract documents.

Month, 20XX						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 Cycle II Routes 26, 27, 28	3 Cycle II 29, 30, 31	4 Cycle II Routes 32, 33, 34	5
6	7 Cycle II Routes 35, 36, 37	8 Cycle II Routes 38, 39, 40	9 Cycle II Routes 41,42	10	11	12
13	14	15	16 Cycle I Routes 1, 2, 3	17 Cycle I Routes 4, 5, 6	18 Cycle I Routes 7, 8, 9	19
20	21 Cycle I Routes 10, 11, 12	22 Cycle I Routes 13, 14, 15	23 Cycle I Routes 16, 17, 18	24 Cycle I Routes 19, 20, 21	25 Cycle I Routes 22, 23	26
27	28	29	30	31		

Olameter understands and will comply with the Reading Schedule requirements as detailed in the RFP documentation.

1.3 Work Hours

City business hours are 8:00 am to 5:00 PM Monday through Friday, with the following holidays taking exception:

New Years Day	January 1
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	day following Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

Note: Any holiday falling on a weekend will be observed the day preceding or following the holiday. Contact the City of Bedford representative for specific dates.

When a holiday falls on Monday, Tuesday, or Wednesday, readings will begin on the prior Friday to allow for completion by the following Wednesday. When a holiday falls on a Wednesday, readings will be adjusted to finish by Tuesday. Contractor is responsible for adjusting reading schedule to maintain accordance with this contract.

Olameter understands and will comply with the Work Hours requirements as outlined in the RFP documentation.

1.4 Rereads

The CONTRACTOR will be responsible for providing at no cost rereads on any and all suspected erroneously read meters. If the following conditions exist:

Previous read more than current read;
Current reading too high/low- could indicate possible broken meter
Or water leak; and/or
Zero consumption.

The CONTRACTOR will be responsible for ensuring the initial readings are correct. In addition to standard reading and records, the CONTRACTOR will be required to enter appropriate codes into the handheld reading devices for needed repairs. These repair/work orders will be forwarded to the City Public Works Department and include;

Stopped/broken meters;
Broken glass;
Unable to locate meters, and etc.

The City Public Works Department will be responsible for making necessary repairs prior to the next reading.

The CONTRACTOR will be responsible for replacing missing, damaged or broken lids of meter boxes.

Olameter understands and will comply with the Rereads requirements as detailed in the RFP documentation.

1.5 City Initiated Rereads

Once the CONTRACTOR submits the readings for billing, the Director of Administrative Services or designee will review and establish a reread list. This list will be based on readings that either greatly exceed or are well below the normal consumption for the customer. This list will be forwarded to the CONTRACTOR two (2) working days after the CONTRACTOR submits the original readings. The CONTRACTOR will have two (2) working days to complete and return the City initiated rereads. In the event the CONTRACTOR conducts a reread and determines the original read to be accurate, a separate pay item on the "Bid Sheet" exists to identify compensation for this service. If the reading was erroneously read, the CONTRACTOR will be subject to the penalties identified in the "Quality of Work" section. The CONTRACTOR will receive no more than 110 City initiated rereads monthly. A missed reading will not be considered as a re-read.

Olameter understands and will comply with the City Initiated Rereads requirements as outlined in the RFP documentation.

1.6 Quality of Work

An error rate of no more than two (2) per thousand reads must be upheld. The City will assess a penalty of \$5.00 per reading error when errors exceed this limit. Skips requiring City personnel to read are considered misreads, unless City personnel are unable to obtain a reading. The City will allow a one (1) month grace period for the contractor to gain familiarity with the reading requirements.

Olameter understands and will comply with the Quality of Work requirements as detailed in the RFP documentation.

Please refer to Section 2.3 Total Quality Service for addition details pertaining to quality of work.

1.7 Data Transfer Plan

The CONTRACTOR will engage in a cooperative effort with the City to upload and download data remotely as summarized by the Data Transfer Plan described below.

The CONTRACTOR shall be provided work space to upload the information at a computer terminal located in the Public Works Office located at 1813 Reliance Parkway, Bedford, TX, 76021. The City will be responsible for routine maintenance and repair caused by regular use. The CONTRACTOR will be responsible for any damage to equipment caused by misuse or neglect.

Olameter understands and will comply with the Data Transfer Plan requirements as outlined in the RFP documentation.

1.8 Additional Equipment

Upon initiation of this contract, the City will provide to the CONTRACTOR four (4) handheld versa-term recorders, charge links, and necessary software package to run the program remotely.

Olameter understands and will comply with the Additional Equipment requirements as detailed in the RFP documentation.

Please refer to Section 2.12 PPE (Personal Protective Equipment) for addition information regarding equipment.

1.9 Training

The City will provide a representative to accompany the contractor on each route after the execution of this contract, at no expense to the contractor. After this initial training, the CONTRACTOR will provide training for employees, including familiarity with City routes and reading procedures.

Olameter understands and will comply with the Training requirements as outlined in the RFP documentation.

Please see Section 2.11 Training for additional details on training.

1.10 Supervision

The CONTRACTOR will provide active, full time supervision of all personnel. Responsibilities include, but are not limited to

- Arranging for work assignments;
- Follow up monitoring of meter readers in the field;
- Scheduling;
- Monitoring reader activity from reports; and
- Follow up/resolution of customer requests within two (2) days.

Problems encountered in the field resulting in schedule delays must be coordinated with a City representative

Olameter understands and will comply with the Supervision requirements as detailed in the RFP documentation.

Please refer to Section 2.10 Field Supervisors for additional information on supervision.

1.11 Employee Identification

The CONTRACTOR must provide and enforce the use of uniforms and identification badges to personnel assigned to this contract. Uniform design is subject to approval by the City. The CONTRACTOR is responsible for cleaning of uniforms. The CONTRACTOR is responsible for:

- Ensuring employees maintain a neat and clean appearance while providing services;
- Providing and enforcing the use of name badges;
- Immediately collecting name badges of terminated employees; and
- Checking each employee's proof of valid driver's license every six months.

Olameter understands and will comply with the Employee Identification requirements as outlined in the RFP documentation.

Please refer to Section 2.13 Meter Reader Uniforms for additional information on employee identification.

1.12 Meter Reading Vehicles

The CONTRACTOR will be responsible for ensuring meter-reading vehicles are clearly identified "meter reader."

Olameter understands and will comply with the Meter Reading Vehicles requirements as detailed in the RFP documentation.

Please refer to Section 2.14 Transportation for addition details on meter reading vehicles.

1.13 Employee Safety

The CONTRACTOR must provide and enforce the use of appropriate safety equipment. This includes the use of safety belts in moving vehicles, reflective vest while reading, and compliance with all City of Bedford safety regulations. At a minimum, the contractor must conduct employee safety meetings monthly.

Olameter understands and will comply with the Employee Safety requirements as outlined in the RFP documentation.

Please refer to Section 2.8 Health & Safety for additional information on employee safety.

1.14 Substance Abuse

Possession of, consumption of and/or reporting for work under the influence of alcohol, controlled substances and/or dangerous drugs will not be tolerated. Enforcement of this policy is the CONTRACTOR'S responsibility.

Olameter understands and will comply with the Substance Abuse requirements as detailed in the RFP documentation.

Please refer to Section 2.9 Field Personnel for additional details on substance abuse policies.

1.15 Criminal History Check

Prior to each employee commencing work, the CONTRACTOR must do a Criminal History Check (CHC) and forward the reports to a City representative. The CONTRACTOR must provide employees who will not jeopardize the public trust; therefore, the City reserves the right to reject any CONTRACTOR employee and request a replacement.

Olameter understands and will comply with the Criminal History Check requirements as outlined in the RFP documentation.

Please refer to Section 2.9 Field Personnel for additional information on criminal history checks.

1.16 Customer Relations

The CONTRACTOR is responsible for ensuring employees conduct themselves in a courteous and professional manner when dealing with residents and customers of the City of Bedford.

Olameter understands and will comply with the Customer Relations requirements as detailed in the RFP documentation.

Please refer to Section 2.6 Customer Service Training for addition details on customer relations.

1.17 Security Deposit

The CONTRACTOR will give the OWNER a security deposit in the amount of \$21,400.00 (Twenty-one thousand four hundred dollars and no cents) equating to 60 (sixty) days worth of service to be held in an escrow account by the OWNER. In addition, the OWNER reserves the right to retain any and all earnings from the investable fund held in escrow.

Olameter understands and will comply with the Security Deposit requirements as outlined in the RFP documentation.

As the current service provider of water meter reading services to the City of Bedford, the City currently holds a security deposit of \$21,400.00 from Olameter as part of our 2012 water meter reading bid (submitted as AMS Utiliserv).

As per the email response from Mr. Cliff Blackwell on Friday May 15, 2015, stating that "it will be perfectly acceptable to use the same deposit for the bid due on May 21, 2015", Olameter will utilize the funds currently held as a security deposit for the current contract towards the Security Deposit requirements for Bid Reference Number: 15-0001 Water Meter Reading Services.

2 OLAMETER METER READING SERVICE OVERVIEW

Olameter is a leading supplier of outsourced field services, providing the knowledge, experience and technology to fully manage the complete meter reading process. With our extensive experience with meter reading systems, route optimization, and the management of all aspects of field operations, we have helped utilities of all sizes to enhance efficiencies, reduce unsuccessful read percentages, improve data integrity, and increase revenue.

Traditionally, Meter Reading is viewed as a “feet-on-the-street” operation, with little technology advancement. However, as demonstrated by the advanced services currently deployed within the field, Olameter is constantly seeking and developing tools to bring efficiencies to the task at hand. By staying ahead of the curve, Olameter personnel, from our executives to our individual Field Service Representatives (FSRs), are knowledgeable and experienced in providing optimized solutions, and therefore, Olameter is a strategic partner for innovative services even outside traditional meter reading.

2.1 Route Optimization

Olameter’s basic meter reading services include route analysis and optimization in an effort to create the most efficient read order for your data collection requirements. This process ensures that day-to-day work loads achieve maximum efficiencies for all meter reading cycles, creating greater efficiency of operation and reduced read-to-bill windows, thus improving your utility’s cash flow.

2.2 Customized Consumption Diversion Program

As your services provider, we will work closely with your organization to implement a customized consumption diversion program that addresses your specific requirements. Our FSRs are trained to take note of each service entrance when reading to check for potential diversion. Working with utility staff, we will set up a program which reports, verifies, and resolves these illegal, unsafe conditions while enhancing your overall cash flow. This service is included at no additional cost, demonstrating our commitment to providing value-added services that deliver tangible business benefits to our clients. However, our clients typically establish incentive programs, rewarding the FSR for confirmed diversions.

2.3 Total Quality Service

Olameter understands that proper processes must be in place to ensure the delivery of quality service to our clients. By constantly customizing, evaluating, and improving upon our offerings, we ensure that clients remain satisfied. Process are undertaken to ensure proper attention is given to each and every Olameter client, regardless of the scope of work required. Our commitment to quality service means we look beyond the basic contractual arrangement with our clients. We approach our clients from a relationship standpoint, developing a thorough understanding of their operations and working in partnership to achieve the highest standards of service.

2.4 Client Support Program

The outsourcing of a service as important as meter reading dictates that you will need access to professional support to ensure smooth operation and ongoing performance. Olameter logs, prioritizes and tracks support issues related to each meter reading client. Weekly internal Olameter team meetings are held to address any new, outstanding, past-due, and recently resolved issues to ensure consistent quality service levels.

2.5 Staff and Equipment Redundancies

Because Olameter currently provides field services to approximately 90 utilities across the United States and Canada, and employs over 1,500 FSRs, redundancies exist that minimize the risk of missing a required reading date. In the unlikely event that a schedule falls behind (e.g. due to illnesses, weather delays, etc.), supplementary FSRs can be temporarily reallocated for support until service schedules return to normal. If additional handhelds are needed due to repairs or replacement required to current equipment, Olameter owns and operates handhelds and maintains spares that can be leveraged, providing the technology is compatible with the system being used.

2.6 Customer Service Training

Olameter will comply with the City of Bedford's Customer Service requirements.

Given that Olameter FSRs are often the most visible representation of the utility, we are flexible to the City of Bedford's preferences regarding interaction with end-use customers. Some clients prefer that all inquiries arising in the field are deferred to the utility or their call center contractor, while others prefer to educate and equip our FSRs with additional information that can be distributed and discussed with end-use customers. Olameter FSRs can not only read meters while in the field, but offer assistance to the end-use customer with pamphlets, and advice on such topics as safety, energy conservation, moving their inside meters to the outside, or even applying a radio meter solution, if required. If this level of communication is preferred, we encourage our clients to provide training and information regarding their operation and services offered.

2.7 Data Management and Analysis

Olameter will comply with the City of Bedford's Data Management and Analysis requirements.

Olameter makes extensive use of meter reading system and/or on-site management reports/audits to help utilities more effectively manage all aspects of field services. This not only automates the tracking of service levels, utility statistics, and employee productivity, but also provides valuable statistics which can be used by the utility for internal analysis and decision support. On a pre-defined frequency, pertinent statistics are summarized and reports are automatically generated and routed to the appropriate management personnel for review. Below are some examples commonly used reports:

- 90 second reports - These display the times in different intervals between recorded reads in the field. These are particularly important with inside reads, as they clearly indicate the number of occurrences where a reader has waited the mandatory 45 seconds at a customer's door. This tool helps us distinguish FSRs who excel targeted lock-out ratios and those whose efforts are clearly lacking and requiring immediate improvement.
- Lock Out Ratios – This report provides current and historical ratios for can't reads (reads not obtained due to being inside, locked gate, bad dog, etc.), and provides a target for readers and management to strive for. A great part of our incentive and rewards program is determined by this indicator, whether individually and/or as achieved by an area's team.
- Consecutive Estimate Reports - The ability to have a listing of each route prior to schedule reading allows managers and staff to determine where the problematic accounts are, and why they are being estimated. This is particularly important in meter reading system applications where the handheld provides no indication of the historical estimates of each account. By being proactive, readers are able to make second attempts at the end of the day to these targeted accounts, increasing the chance of receiving actual reads.

In addition, if applicable, the following reports are leveraged for service level monitoring.

- Read Audit Report - This report will display every failed audit experienced by that particular field staff with all associated details (previous read, usage, address, and audit type). This information will help the Regional Field Manager (RFM) determine where an error may have occurred and why. At this point the FSR is escorted back to these particular addresses to "re-check" the reads and be given direction on where the error has occurred and how to avoid such in the future. The correct reading is obtained and processed back into the meter reading system where the error is corrected prior to any DCO being sent, limiting the amount of special orders and unnecessary strain on the billing staff. This process is highly effective but may be limited to the constraints of the schedule. To help ensure this process is possible, Olameter has developed a process whereby we utilize the flexibility in the read schedule to read the routes as early as possible, thereby allowing time to revisit any necessary sites with field staff prior to returning the DCO.
- Detailed Route Reports - These reports will help management monitor new hires and identify reasons that routes may not be completed on time or within the acceptable targeted range, if the situation arises. Management will monitor for delays resulting from too many breaks, prolonged absence, start and end times. Given the extensive time spent by our FSRs working alone in the field, these reports are essential in providing indicators regarding FSR commitments, work ethic, and overall adherence to company policies, such as designated start times. These reports are also important for future training needs and/or documented disciplinary actions of current staff.
- In Field Audits – Olameter conducts multiple surprise in-field audits for the purpose of providing a supportive role and checking that FSRs are following proper meter reading and safety policies (e.g. proper uniform including ID, working safely, respecting customers and the premises, dropping cards for customers not at home, etc.). All of these audits are documented with associated recommendations and action/follow-up items. These reports are provided to HR and filed within each employee's personnel file.

Such reports are utilized by our clients and our internal management personnel to assess performance and implement action plans, as required. Action plans may include employee performance review update meetings, additional training, triggering of an in-field service audit, route re-sequencing, etc. These systems allow parameters to be set at a route level to maintain

the schedule internally or to monitor compliance with Service Level Agreements (e.g. read error percentages, "Can't Read" percentages, historical "Can't Read" percentages, current, previous and average route times, etc.).

Olameter traditionally monitors such performance indicators as hours worked, number of meters read by read type and can't read reasons/percentages. However, we work closely with clients to determine the most appropriate performance indicators for the respective service areas.

2.8 Health & Safety

Olameter will comply with the City of Bedford's Health & Safety requirements.

Olameter holds a stringent commitment to health and safety at all levels in the organization and is resolutely pursuing not only a path to a zero incident rate through improved lagging indicators (frequency and severity rates), but also implementing and managing a health and safety program (the leading indicators) that involves all stakeholders. In particular, we have:

- A health and safety policy statement is in place, committing all employees to be responsible for health and safety.
- Active Joint Health and Safety Committees throughout our service territories, committing members to maintain and improve health and safety through strengthened worker / management relationships. Each committee meets once per quarter.
- In-Field Service Audits, performed at least twice per year prompting, if deficiencies are observed, immediate appropriate corrective action.
- Our early and safe return to work program to ensure prompt incident reporting and safe return to work.
- Hazard identification, assessment, reporting and control.
- Active health and safety programs such as the production of monthly health and safety bulletins and payroll inserts, keep employees aware of safe work practices.
- Emphasis is placed on proper use and care of Personal Protective Equipment. Olameter complies with federal, state, and local regulations for all PPE on the job.
- Annual hazardous materials, slips and falls, and dog training provided to all workers.

Each Field Service Representative is provided with a written Health and Safety Program in the form of a Field Service Manual. Olameter provides information and training to its employees concerning workplace safety and health issues. This information and training is provided through regular internal communication channels such as employee meetings, the reviewing of safety videos, memos, e-mails, Health and Safety Bulletins or other written communications, and on-site practice. Olameter's commitment to its employees' safety training is an on-going process. The training program addresses issues such as safety/health hazards, safe working practices and procedures that are required to minimize or eliminate hazards.

At Olameter, our first priority is the health and safety of all of our employees. We encourage our employees to be proactive about safety issues and report any circumstances which they feel could be a potential hazard to themselves or others. We believe that the continuing dedication

to our Health and Safety policies and procedures will aid us in attaining a zero incident rate company-wide.

Given the nature of the field services we provide, safety is a top priority within Olameter. Olameter's Joint Health and Safety Committee currently include representatives from each office and each service territory within which we provide field services. This committee meets frequently to report and discuss safety issues across the company. In addition, our Health and Safety Director monitors and ensures compliance with all safety policies upheld by the company and our clients.

2.9 Field Personnel

Olameter will comply with the City of Bedford's Field Personnel requirements.

As Olameter is the current service provider for this contract, all required field personnel are in place and are fully trained and familiar with the City of Bedford's policies and procedures. When new staff are required, Olameter's goal when choosing FSRs is to hire from the local service area of the utility. When resources are required, an advertisement is placed online and in the local paper, resumes are collected, and initial interviews are arranged with our Regional Field Manager (RFM) and Human Resources. After the initial interviews are completed, a short list is created and a second interview is arranged with our RFM. After interviews are complete, Human Resources and the RFM make final choices for positions. Each new employee goes through a rigorous screening process, which includes the submission of a driver's abstract, as well as a **mandatory criminal background check**. Once the new employee has completed the application process and has met our background requirements, they are asked to submit to drug screen testing. Olameter will provide the City of Bedford with documentation of drug screening and criminal background enquiries for all employees used to perform the City of Bedford's services. In addition, all of Olameter's field employees must be bondable.

All FSRs are employees of Olameter Corp., not subcontracted laborers. As employees they are provided with a full benefit package, Health & Safety training, uniforms, and any equipment that is required to fulfill the contract we have developed with our client.

2.10 Field Supervisors

Olameter will comply with the City of Bedford's Field Supervisor requirements.

As Olameter is the current service provider for this contract, all required supervisors and management are in place and are familiar with the City of Bedford's requirements.

An Olameter Regional Field Manager (RFM) is assigned to every meter reading contract and it will be his or her responsibility to oversee all associated daily operations and be the direct liaison between your organization and Olameter. A vital part of the Field Services team, our RFM will respond to all meter reading-related questions and service calls, ensuring that all customer issues are addressed quickly and accurately. This RFM will report to a VP-General Manager, responsible for field services within a geographic territory.

Regardless of the scope of services you contract from Olameter, you will receive unsurpassed levels of service. Your Olameter RFM will maintain your meter reading schedule and analyze your account reports on a daily basis. The RFM and VP-General Manager will also be responsible for addressing any potential end-use customer complaints, as well as for performing on-site field investigation for the reporting of any safety issues/concerns.

Our RFMs' responsibilities also include ensuring access to hard-to-read accounts by either obtaining keys or arranging appointments for meter readings. Our RFM and VP-General Manager interact with the utility staff to address all issues and concerns related to our services, assisting you in your overall efforts to improve customer service. All Olameter RFMs and VP-General Manager are equipped with a cell phone and are highly trained in the operation and trouble-shooting of meter reading systems. Our experience has shown that providing this level of system knowledge can dramatically reduce, if not completely eliminate, the potential for related downtime.

2.11 Training

Olameter will comply with the City of Bedford's training requirements.

Because Olameter is the current service provider for this contract, all staff are in place and fully trained to meet the City of Bedford's requirements.

New FSRs are given a two-day in-house orientation where they are provided with an overview of our company, the utility industry and the requirements of the position they have been hired for. Trainees are also provided comprehensive health and safety training/awareness training. Meter reading training is also completed, and testing is performed on read accuracy. FSRs scoring less than 99% accuracy will receive additional training until their test results exceed our pass point. New FSRs then move to the field for two weeks where their read accuracy and compliance with mandatory procedures are closely monitored by their RFM. New FSRs are closely monitored and those who fail to follow policies and procedures or meet read accuracy requirements are once again provided with additional training. If they are still unable to demonstrate improvement and meet our stringent standards, they are replaced.

The table below outlines the key topics covered in Olameter's Training and Safety Program.

Critical Subjects Covered During Training

- Olameter Policies and Procedures
- Health and Safety Policy and Procedures
- Client specific policies and procedures
- Slips, trips and fall hazards
- Canine behaviour
- Identifying and reporting potential dangers - i.e. unsealed main switch boxes, bare CTs, unsealed meters, poor wiring, theft of power
- OSHA Hazard Communication Standard (HCS) Training
- Proper use and care of PPE

Critical Subjects Covered During Training

Meter Pro / Meter Reading Training

Proper use and care of any applicable handhelds and electronic equipment

Procedures to deal with potentially irate or dangerous customers

Recognizing and reacting to potentially hazardous situations

In-Field Training

Defensive driving program

As part of the training process, Olameter issues an employee handbook and safety guide detailing the policies, procedures and safety requirements all employees are required to adhere to. This document is read by every FSR as part of their training, and employees must sign off before they are eligible to be assigned any work.

Employees that prove themselves as exemplary performers a may be chosen to complete supplementary training to qualify for additional or promoted workloads. In addition, on-going training is offered on a variety of metering and handheld technologies.

2.12 PPE

Olameter will comply with the City of Bedford's PPE requirements.

Depending upon the nature of the work being performed by the FSR, the PPE used may vary. The following is a list of standard PPE for a meter reader that is also fully trained for all aspects of our field services:

- Hard hat
- Safety glasses and/or face shield
- Class "0" rubber gloves
- Photo identification
- Traffic safety cones
- Copy of "Electrical Utility Safety Rules"
- Glove powder
- Meter puller
- Assorted screw drivers
- Voltage tester
- Safety footwear (green & orange patch)
- Approved FR Apparel
- First aid kit
- Magnetic vehicle signage
- Leather covers and glove bag
- Tool belt
- Side cutters
- Dielectric grease
- Digital Camera
- Wireless Work-Order Device

2.13 Uniforms

Olameter will comply with the City of Bedford's Uniform requirements.

All Olameter FSRs are supplied with full uniforms along with company-issued photo identification. We ensure that our field personnel are both presentable and recognizable to all of

our clients and their customers. It is imperative that Olameter FSRs only wear company-issued attire when representing our respective organizations. We expect our FSRs to be neat, clean and presentable at all times, without exception. Anyone who does not comply with our uniform or personal appearance policies will not be issued their daily work until they have rectified the situation. All FSRs must adhere to the requirements as specified within our Personal Protective Equipment policy.

2.14 Transportation

Olameter will comply with the City of Bedford's Transportation requirements.

Meter reading management and FSRs are required to supply their own vehicles for the delivery of services. Olameter maintains and controls strict standards with respect to insurance coverage and the condition of vehicles to ensure that safety is never compromised. Once FSRs are assigned to this contract, all associated vehicle information will be provided to the client, and updates to such details will occur as required.

Magnetic vehicle signage is provided to each FSR so that vehicles are clearly identified.

2.15 Employee Performance Evaluations

Olameter will comply with the City of Bedford's performance evaluation requirements.

A key ingredient in maintaining our high standards of service for our client are our scheduled employee performance evaluations. This evaluation allows our FSRs an opportunity to review their own performance, in conjunction with management reviews service delivery statistics. Our RFM will then identify any skill deficiencies and develop associated training plans. Olameter is committed to providing the required resources and support to ensure assigned duties are performed accurately and safety.

2.15.1 Meter Reader Incentives

Using information compiled through our on-site management reports/audits, we are able to quickly analyze the statistics necessary to introduce incentive programs for our staff. We typically monitor a variety of information including statistics for "Can't Read" percentages, thus allowing us to promote a team approach where each field representatives is measured against his peers and company standards. In addition to meter reading accuracy, customer complaints, attendance, etc., one of our primary measures is that our safety. This program is designed to reward field representatives' excellence.

2.15.2 In-Field Service Audit Program

The In-Field Service Audit Program is utilized as a fundamental management tool with the objective of measuring the level of service provided by Olameter FSRs. Through regular on-site inspections, the program will identify both strengths and weaknesses within our existing structure and recommend changes to enhance our services.

Olameter takes great care in defining staff objectives that are attainable, measurable, meaningful, understandable, mutually acceptable, and cost effective to ensure that our clients are provided with the highest level of service standards in the utility industry.

2.15.3 Performance Management

Olameter makes extensive use of data management reports along with our on-site audits to more effectively manage all aspects of our field services. These systems not only facilitate the tracking of our employee productivity, but also provide invaluable statistics which are used for our internal analysis and decision support. Upon the completion of daily assignments, pertinent statistics are summarized and reports are generated and routed to the appropriate management personnel for review.

Our reports/audits are utilized by Olameter management personnel to assess performance and implement action plans as required. Action plans may include employee performance review update meetings, additional training, triggering of an in-field service audit, and/or disciplinary action. These systems allow us to set parameters at a route level to maintain the schedule and service level agreements between the client and Olameter (e.g. read error percentages, Can't-Read percentages, historical "Can't Read" percentages, current, previous and average route times, etc.).

Olameter traditionally monitors such performance indicators as hours worked, number of meters read by read type and can't read reasons/percentages. However, we will work closely with the utility to determine the most appropriate performance indicators for the respective service areas.

3 CORPORATE OVERVIEW

Olameter is a dynamic service company dedicated to providing a variety of quality services, products, and solutions to the North American Utility Industry. Olameter was founded in 1998, has grown to serve over 250 clients across 33 US States and four Canadian Provinces.

Shareholders formed Olameter to seek out investments in the area of utility services; the objective is to work closely with clients that are prepared to examine the merits of high-quality, technically-proficient outsourcing as a means of reducing their costs and, through our investment in personnel and technology, enhancing their service levels.

In addition, Olameter strives to create a flexible, efficient culture, based on trust and a 'no surprises' mindset. This encourages everyone to work together to achieve the overall service objectives, as well as local goals.

Olameter offers the following categories of services to our valued clients:

Utility Field Services

- Meter Reading (Manual & AMR)
- In-Field Collections
- Notice Delivery
- Meter Dis/Re-Connections
- Mass Meter Installations
- Emergency Support

Damage Prevention Services

- Underground Locating
- Pole Inspections & Audits
- Leak Detection & Surveys
- Damage Claim Management

TelDig - Utility Software Solutions

- One Call / Ticket Management
- Custom Software Development

Utility Back-Office / IT Solutions

- Billing Solutions
- Call Center
- AMI Deployment
- Workforce Management
- AMI Network Management
- Document Fulfillment
- Consulting
- Data Collection, Settlement & MDMA
- Smart Data Web-Presentation

Olameter's corporate organization reflects a grouping of operational divisions including Utility Field Services, Damage Prevention Services, *TelDig* Utility Software Solutions and Utility Back-Office / IT Solutions, as well as support across these service divisions from Sales / Marketing, Finance, Human Resources, and Administration. Olameter, including all division and subsidiaries, currently employs over 1,800 individuals.

The Olameter management team is comprised of industry professionals with a collective 90+ years of experience in the utility industry. Led by Jan Peeters, the Olameter executive team

provides the ideal balance of industry and corporate experience to lead the Olameter vision and growth strategy.

Jan Peeters – President and CEO

Jan founded Olameter in 1998 to seek out investments in the area of site services, particularly in areas undergoing deregulation. An accomplished business leader, Jan was also the founder of fONOROLA Inc., a highly successful long distance telephone company, and the main developer of inter-city fibre-optic-based networks in Canada and the northern United States. The company was sold to Sprint in 1998. Jan is a Governor of McGill University, the Chairman of the Boards of Cogeco Inc. and Cogeco Cable Inc., (a Canadian cable company), a member of the board and Chairman of the Audit Committee of Intersil Corporation (a NASDAQ-100 semiconductor company), and iNOVIA Capital (a university-based venture seed capital company). Jan is a graduate of McGill University with degrees in Engineering and Accounting.

Jean-Pierre Carette – CFO

Jean-Pierre Carette oversees all aspects of finance, administration and personnel departments at Olameter. JP's career has been highlighted by the completion of a private equity issue for over \$20 million and a convertible debenture private issue of over \$6 million (both on the Canadian market), and the completion of two business acquisitions for over \$12 million. In his role as CFO and Vice President of Finance & Administration, JP is responsible for the negotiation of all credit facilities, working with the CEO on strategic and financial analysis of potential acquisitions, direct communications with investors, including making financial presentations at each Board of Directors meetings and at the corporate AGM, all financial reporting, budgets and controls, actively participating in operational issues, and the issuance of annual Management Proxy Circular.

Patrick Burk – Executive Vice President, US

Patrick Burk has worked in the utility service and damage prevention industry for over 30 years. Prior to joining Olameter, Patrick was the owner of American Utility Services and BDHWA which provided locating, leak detection and claims services for multiple major utilities within the US. Patrick originally started his career with Central Locating Service (CLS) in 1984 after spending 10 years serving in the US Marine Corps communication and electronics field. Patrick was instrumental in the growth of CLS and after they sold in 1998 to the Asplundh Corporation Patrick remained with the company through the transition period prior to American Utility Services inception in 2003.

Michael Lunau – Executive Vice President, Canada

Michael began his career in the utility industry in 1982. Starting out in the field with C&D Meter Reading Services, Michael rapidly advanced to Director of Operations and was responsible for overseeing the implementation of all services including meter reading, collection, and billing services. Michael's extensive operational background has proven to be a valuable asset in his current role as Olameter's Vice President, Field Services.

Rachel Fuller – Vice President – General Manager

Rachel has worked in the utility industry for over 20 years. Since beginning her career in 1991, Rachel has shown dedication to the delivery of quality services, and has been rapidly promoted throughout her employment with Olameter as a Regional Field Manager, Director of Field Services and most recently, Vice President – General Manager. In this position she is responsible for overseeing all in-field operations including meter reading, collections, meter exchanges, smart meter projects and general field services for her service territory. Rachel is First Aid and CPR trained, has completed Safety Orientation Management, and participated in various Leadership & Motivation programs.

Mae Reliszko – Vice President, Administration

Olameter's Business Services department is led by Ms. Mae Reliszko who, over the past 15 years, has gained experience developing and providing technology solutions within the telecommunications and utility markets. As Manager and then Director Billing for approximately 6 years, Mae was responsible for all aspects of Olameter's Billing Services for LDCs, Municipalities, and Energy Retailers, including the provision of consolidated billing, document fulfillment, call center services, and collections administration. Beginning in 2007, Mae has also provided extensive consultation to utilities and regulatory entities to facilitate system integration planning and implementation related to AMI data systems.

Mike Polson – Vice President, IT

Mike Polson has completed a number of IT and system certificate programs, including the Microsoft Certified System Engineer + Internet certificate with IIS and MSSQL elective exams. Prior to joining the Olameter team, Mike had been performing small and medium sized IT consulting until becoming a full-time contractor at Olameter in the summer of 2002. Mike has since been promoted through Manager and Director roles to take the position of Vice President, IT in March of 2010. Mike leverages his experience with utility systems and infrastructure in overseeing solution development, system maintenance and operations, and corporate IT requirements.

Rusty McCloud – Vice President, Meter Data Management

Rusty's career began in the electric utility industry after completing his Bachelor of Science degree in Civil Engineering at Texas A&M University. Rusty is a registered Professional Engineer in the state of Texas. Having worked in the areas of power generation, generation performance testing and reporting and rates, he settled into the area of meter data management where he has spent the last 22 years of his career. Rusty has extensive experience in interval data collection, C&I billing, and project management on the installation of MDM systems. He is also a capable programmer in the C++, C#, and Java languages.

3.1 Olameter US Offices

Olameter Corp. – Head Office

4325 Concourse Drive
Ann Arbor, MI, USA 48108

Telephone: (800) 229-3449

Olameter Corp. – Operations Center
2261 Brookhollow Plaza Dr., Suite 111
Arlington, TX 76006-7417

Telephone: (800) 903-7003

Olameter Corp.
1150 Crews Road
Charlotte, NC, USA 28105

Telephone: (800) 229-3449

3.2 Experience

Olameter has been providing meter reading and utility field services for more than 15 years, and currently employs more than 1,800 Field Service Representatives (FSRs) who deliver utility field services to over 90 clients across the United States and Canada. As a result, Olameter is highly experienced in recruiting and developing staff for field service projects of all types, and have developed a proven recruiting policy when transitioning into new territories.

Because Olameter currently has over 1,800 FSRs trained and working in the field, redundancies exist that minimize the risk of missing a required reading date. In the unlikely event that a schedule falls behind (e.g. due to illnesses, weather delays, etc.), supplementary FSRs can be temporarily reallocated for support until service schedules return to normal.

Olameter's meter reading experience spans across North America. The following is a list of our U.S. meter reading clients.



Beaugard Electric Cooperative

Address: 1010 E First St., DeRidder, LA, 70634
Utility Type: Electric
Contract Acquired: 2011
Services: Meter Reading



City of Bedford

Address: 2000 Forest Ridge Dr., Bedford, TX, 76021-5713
Utility Type: Water
Contract Acquired: 2012
Services: Meter Reading



Calcasieu Parish Waterworks District 4 Ward 4

Address: 1015 Pithon St., Lake Charles, LA 70602
Utility Type: Water
Contract Acquired 2008
Services: Meter Reading



CenterPoint Energy

Address: 1111 Louisiana Street, Houston, TX, 77002
Utility Type: Gas
Contract Acquired: 2005
Services: Meter Reading, Underground Locating (Electric & Gas)



DTE Energy
Address: 2000 2nd Ave., Detroit, MI, 48226-1279
Utility Type: Electric, Gas
Contract Acquired 1990
Services: Meter Reading, Field Collections (Meter Dis/Reconnections)



Duke Energy
Address: 1000 E. Main St., Plainfield, IN, 46168
Utility Type: Electric
Contract Acquired 2006
Services: Meter Reading, Field Collections (Dis/Reconnections)



Entergy
Address 1: 350 Pine St., Beaumont, TX, 77701
Address 2: 639 Loyola Ave., New Orleans, LA, 70113
Utility Type: Electric
Contract Acquired 2002
Services: Meter Reading, AMI Installations, Underground Locating & Mapping (Electric)



Houston Housing Authority
Address: 2640 Fountain View Dr, Suite 400, Houston, Texas 77057
Utility Type: Gas, Electric
Contract Acquired: 2010
Services: Meter Reading



Jefferson Davis Electric
Address: 906 N. Lake Arthur Avenue, Jennings, LA 70546
Utility Type: Electric
Contract Acquired 2009
Services: Meter Reading



Knoxville Utility Board (KUB)
Address: 4505 Middlebrook Pike, Knoxville, TN 37921-5599
Utility Type: Electric, Water, Gas
Contract Acquired: 2013
Services: Meter Reading, Field Services



City of Lake Charles Water Department
Address: 326 Pujo St., Lake Charles, LA 70601
Utility Type: Water
Contract Acquired: 2008
Services: Meter Reading



City of Lewisville
Address: 151 W. Church Street, Lewisville, Texas 75057
Utility Type: Water
Contract Acquired: 2003
Services: Meter Reading, Meter Services



LG&E KU Energy
Address: 220 West Main St., Louisville, KY 40202
Utility Type: Electric
Contract Acquired 2004
Services: Manual Meter Reading

City of Malvern

City of Malvern
Address: 305 Locust Street Malvern, AR, 72104
Utility Type: Water
Contract Acquired: 2011
Services: Meter Reading



City of Miami
Address: 129 Fifth Ave. N.W. Miami, OK 74354
Utility Type: Electric, Water
Contract Acquired: 2013
Services: Meter Reading



City of Morgan City
Address: 512 1st St., Morgan City, LA, 70380
Utility Type: Water, Gas, Electric
Contract Acquired: 2008
Services: Meter Reading



Noble REMC
Address: 300 Weber Rd, Albion, IN 46701
Utility Type: Electric
Contract Acquired: 2013
Services: Meter Reading

City of Patterson

City of Patterson
Address: 1314 Main St., Patterson, LA 70392
Utility Type: Water, Gas
Contract Acquired: 2008
Services: Meter Reading



PEPCO
Address: 1300 N. 17th St.. Arlington, VA 22209
Utility Type: Electric
Contract Acquired 2004
Services: Meter Reading, Notice Delivery



City of Tampa

Address: 306 East Jackson St. 5E, Tampa, FL, 33602

Utility Type: Water

Contract Acquired: 2011

Services: Meter Reading



City of Thibodaux

Address: 310 W 2nd St., Thibodaux, LA, 70302

Utility Type: Water, Gas

Contract Acquired: 2010

Services: Meter Reading



Vectren

Address: 1 N. Main St., Evansville, IN 47702

Size: 208,000 meters

Utility Type: Gas

Contract Acquired: 2013

Services: Meter Reading

STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF BEDFORD AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between the **City of Bedford** (hereinafter called **OWNER**) and (**BIDDER**)

Of the _____, _____ **State** _____ (hereinafter called **CONTRACTOR.**)

OWNER and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

The project for the work detailed under the Contract Documents (see Article 8 of this Agreement for items included in the Contract Documents) is generally identified as the following:

Type: Water Meter Reading Services

Article 2. CONTRACT TERM

2.1. The contact term will be for a period of three (3) years. The contract may be renewed under the same terms and conditions for successive one-year periods, upon the agreement of both parties. Each such renewal must be evidenced in writing and approved by the appropriate authorities of both parties. Such renewal shall be for the same compensation set forth, in the Invitation to Bid and prices may be adjusted to reflect the Consumer Price Index (Urban) sixty-four (64) days prior to the effective date of the renewal of the contract. The Consumer Price Index for all Urban Areas (CPIU) is an economic indicator most widely used to measure inflation for prices of goods and services purchased for consumption by urban households.

Article 3. CONTRACT PRICE

3.1. **OWNER** shall pay **CONTRACTOR** the prices in **CONTRACTOR'S** bid quote plus additional work performed when authorized by **OWNER**.

Article 4. PAYMENT PROCEDURES

4.1. Payment to **CONTRACTOR** will be made within 30 days of receipt of invoices from the **CONTRACTOR**. All charges are to be less sales tax, as **OWNER** is tax exempt.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce **OWNER** to enter into this agreement, **CONTRACTOR** makes the following representations:

5.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents and Specifications.

5.2. CONTRACTOR has correlated the results of all such observations and studies with the terms and conditions of the Contract Documents.

5.3. CONTRACTOR has given **OWNER** written notice of all conflicts, errors or discrepancies that have been discovered in the Contract Documents and the written resolution by **OWNER** is acceptable to the **CONTRACTOR**.

5.4. CONTRACTOR has given **OWNER** a security deposit in the amount of \$21,400.00 (Twenty-one thousand four hundred dollars and no cents) equating to sixty (60) days worth of service to be held in an escrow account by the **OWNER**. In addition, the **OWNER** reserves the right to retain any and all earnings from the investable funds held in escrow.

Article 6. MISCELLANEOUS

6.1. ASSIGNMENTS: No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound. Specifically but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment will release the assignor from any duty or responsibility under the Contract Documents.

6.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.3. TERMINATION: Either party may terminate the Contract by giving ninety (90) days notice in writing and without cause. As soon as practicable after termination date, **CONTRACTOR** shall submit a statement, showing in detail the services performed under this contract to the date of termination. **OWNER** shall then pay **CONTRACTOR** that portion of the prescribed charges which the services actually performed under this Contract bear to the total services called for under this Contract less such payments on account of the charges as have been previously made. In addition, the **OWNER** shall close its escrow account (See Section 5.4) and return the sum of (Twenty-one thousand four hundred dollars and no cents) to the **CONTRACTOR**.

6.4. TERMINATION WITHOUT NOTIFICATION: Should the **CONTRACTOR** fail to properly notify the **OWNER** of its termination of services, the **OWNER** shall withdraw the

funds from the escrow account totaling \$21,400.00 (Twenty-one thousand four hundred dollars and no cents), equating to sixty (60) days of prescribed charges (See Section 5.4) for services rendered under this Contract up to the termination date, thus allowing the **OWNER** to utilize those funds to recoup the cost of implementing water meter reading services in lieu of the **CONTRACTOR**.

6.5 SUBCONTRACTING

1. The **CONTRACTOR** shall not award any work to any subcontractor until **CONTRACTOR** submits to **OWNER** a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as bid may require.

2. The **CONTRACTOR** shall be fully responsible to **OWNER** for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as they are for acts and omissions of persons directly employed by them.

3. Nothing contained in this Contract shall create any contractual relation between any subcontractor and **OWNER**. **CONTRACTOR** is an independent contractor.

Article 7. GOVERNING LAWS, VENUE

The contract shall be construed according to the laws of the State of Texas and venue shall lie in the State District Courts of Tarrant County, Texas.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between the **OWNER** and **CONTRACTOR**, same being attached hereto and incorporated herein as Exhibit A, consist of the following:

- 8.1 Contractor Quote Sheet
- 8.2 Standard Form of Agreement
- 8.3 Certificate of Liability Insurance
- 8.4 Bid Request and Specifications

Article 9. INDEMNIFICATION.

The **CONTRACTOR** hereby agrees to defend, indemnify, and hold the City and all of its officers, agents, employees, and elected officials whole and harmless against any and all claims for damages, cost, and expenses of persons or property that may arise out of, or be occasioned by, or from any negligent act, or omission of the **CONTRACTOR**, or any agent, servant, or employee of the **CONTRACTOR** in the execution of performance of this contract, without regard to whether such persons are under the direction of City agents or employees.

Executed on behalf of the **CONTRACTOR** by its owner shown below, and on behalf of the **OWNER** by its City Manager, or authorized representative, this agreement will be effective

on the ____ day of _____, _____.

OWNER:

CITY OF BEDFORD
2000 FOREST RIDGE DRIVE
BEDFORD, TEXAS 76021

CONTRACTOR:

Name: _____

Address: _____

City: _____

State/Zip: _____

By: _____
Interim City Manager

By: _____

Roger Gibson

Print Name

Telephone Number

(City Attorney review if Contracted Service Cost is Greater than \$15,000)

Approved as to Form and Legality this ____ day of _____, 2015

OWNER's Attorney

CONTRACTOR'S Seal (if incorporated)

**2015 WATER METER READING SERVICES
BID REFERENCE NUMBER: 15-0001**

BID TABULATION REPORT

**CITY OF BEDFORD, TEXAS
PROJECT DESCRIPTION: 2015
BID REFERENCE NUMBER: 15-0001**

**BID DATE: May 21, 201
BID TIME: 10:00 AM**

Olameter Corporation

ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	FREQUENCY	PRICE PER METER	TOTAL COST
1	Water Meter Reading Services	Approx. 15000 Mtrs	X 12 mos	\$0.705	\$126,900.00
2	Vault Water Meter Reading Services	42 Mtrs	X 12 mos	\$3.097	\$1,560.89
					\$128,460.89