

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, August 11, 2015
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021

Council Chamber Work Session 5:30 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

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Report on City Secretary Office activities.
- Present report on the 2015 City of Bedford Fourth Fest.

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 551.087, deliberation regarding economic development negotiations relative to Block 6, Lot 1A, Bedford Forum Addition.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to the First State Addition.
- c) Pursuant to Section 551.074: personnel matters – City Manager Contract.

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Senior Pastor Kevin Smith)

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS/UPCOMING EVENTS

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Proclamation declaring August 12, 2015 as Emerging Leaders Day in the City of Bedford.

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:
 - a) June 20, 2015 work session
 - b) June 23, 2015 regular session

PERSONS TO BE HEARD

3. The following individual has requested to speak to the Council tonight under Persons to be Heard:
 - a) Hank Henning, 2604 Morningside Drive, Bedford, Texas 76021 – Requested to speak to the Council regarding thanking the City’s first responders for all they do for Bedford.

NEW BUSINESS

4. Public hearing and consider an ordinance to rezone Lot A, Block 10, Bedford Heights Addition, located at 924 Simpson Terrace, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing for the Pinnacle Group to operate a Community Home/Assisted Living Facility. The subject property is generally located south of Simpson Terrace and west of Shady Brook Drive. (Z-274)
5. Public hearing and consider an ordinance to amend Ordinance 15-3122, for Lot A, Block 17-R, Stonegate Addition, located at 1428 Brown Trail, Bedford, Texas allowing for Grubbs Auto Properties to amend the approved site plan for the installation of a wrought iron fence with masonry base along Brown Trail and a portion of Old Kirk Road. The property is generally located south of Old Kirk Road and east of Brown Trail. (Z-277)
6. Public hearing and consider an ordinance to rezone Lot 1, Block 1, Georgetowne Addition, located at 1953 Bedford Road, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(10)g, Animal Hospitals and Clinics for the Care and Temporary Boarding of Domestic Household Pets, Vet Offices, Clinics, the Office and Clinic of a Doctor of Veterinary Medicine, not including outside treatment pens, allowing for Perry Champagne to operate an indoor pet grooming, boarding and veterinary services facility. The subject property is generally located north of Bedford Road and west of Barr Drive. (Z-278)
7. Receive the 2015 Ad Valorem Tax Roll from the Tarrant Appraisal District as certified by the Chief Appraiser, Jeff Law.
8. Receive the certified anticipated collection rate from the Tarrant County Tax Assessor-Collector for the City of Bedford, Texas.
9. Consider a proposed tax rate and set two public hearings on the proposed tax rate.
10. Call a public hearing on the proposed FY 2015-2016 budget to be held on August 25, 2015 at 6:30 p.m.
11. Consider a resolution authorizing the City Manager to enter into a contractual agreement for employee dental, health and life and accidental death and dismemberment insurance benefits with CIGNA.
12. Consider a resolution approving the City of Bedford’s Section 125 Plan that allows employees to make contributions for insurance premiums and Health Savings Accounts (HSA) on a pre-tax basis as allowable under the Internal Revenue Service (IRS) Code Section 125.
13. Consider a resolution authorizing the City Manager to enter into the first year of a four-year contract with Scobee Foods, Inc., for the purchase of prisoner meals for the Detention Facility.

14. Consider a resolution authorizing the City Manager to enter into a contract with the Hurst-Eules-Bedford Independent School District to provide two School Resource Officers for the 2015/16 school year, in the amount of \$153,850, paid for by the District.
15. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Fort Worth, Arlington, Hurst, North Richland Hills and the County of Tarrant, Texas for the Fiscal Year 2015 Byrne Justice Assistance Grant (JAG) Formula Program Award.
16. Consider a resolution to approve a license agreement addendum to the Meadowpark License Agreement with the Hurst-Eules-Bedford Independent School District.
17. Consider a resolution authorizing the City Manager to purchase playground structures from Play & Park Structures in the amount of \$103,048.48.
18. Consider a resolution adopting the Tarrant County Mitigation Action Plan as this jurisdiction's Multi-Hazard Mitigation Plan and executing the actions in the plan subject to available funding.
19. Consider a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Aldwin Zim.
20. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Shelter Advisory Board - Councilmember Fisher
 - ✓ Beautification Commission - Councilmember Turner
 - ✓ Community Affairs Commission - Councilmember Farco
 - ✓ Cultural Commission - Councilmember Champney
 - ✓ Investment Committee - Councilmember Turner
 - ✓ Library Advisory Board - Councilmember Farco
 - ✓ Parks and Recreation Board - Councilmember Sartor
 - ✓ Teen Court Advisory Board - Councilmember Gebhart

21. Council member Reports

22. City Manager/Staff Reports

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 6, Lot 1A, Bedford Forum Addition.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to the First State Addition.
- c) Pursuant to Section 551.074: personnel matters – City Manager Contract.

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

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

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, August 7, 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: Michael Wells, City Secretary

DATE: 08/11/15

Work Session

ITEM:

Report on recent City Secretary Office activities.

City Manager Review: _____

DISCUSSION:

City Secretary Michael Wells will give a report to Council regarding recent City Secretary Office activities.

ATTACHMENTS:

PowerPoint Presentation



CITY OF
BEDFORD

City Secretary's
Office

Michael Wells,
City Secretary

Amanda Jacobs,
Asst. City
Secretary

City Secretary

- A statutory position required by State law and the City Charter



City Secretary Activities

- Coordinated May 9, 2015 Municipal Election with Tarrant County
 - 2,883 Voters – 9.83% of Registered Voters
 - Tarrant County - 9.04% of Registered Voters
- Attend and take minutes at Council meetings
 - Attended 25 meetings in FY 14/15
- Council Packets
- Recording, indexing, publishing and maintaining minutes, ordinances, resolutions, and other legal documents
 - Indexed 112 ordinances and resolutions in FY 14/15



City Secretary Activities

- Process Public Information Requests in accordance with Texas Government Code
 - FY 14/15 ⇒ received 323 requests
 - 89% were answered in five days or less
 - Average response time is less than two days
- File mowing liens and process release of liens
 - 11 liens
 - 11 releases of liens = \$8,339
- Administer Board and Commission appointment process
 - Changes implemented the previous year
 - 12 Boards with 102 members



City Secretary Activities

- Manage Ordinance Codification process
 - Supplemental #5
 - Updates to the web-based code
- Compile weekly City Manager Update
- Serves as Records Management Office in accordance with Charter and State Law
 - Records Destruction in Spring and Fall
 - 275 boxes
 - Laserfiche Implementation
 - Server equipment completed
 - Under budget
 - Upcoming training

COPY



Questions???





Council Agenda Background

PRESENTER: Wendy Hartnett, Special Events Manager

DATE: 08/11/15

Work Session

ITEM:

Present report on the 2015 City of Bedford Fourth Fest.

City Manager Review: _____

DISCUSSION:

Special Events Manager Wendy Hartnett will present a wrap-up report on the 2015 City of Bedford Fourth Fest.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 08/11/15

Council Recognition

ITEM:

Proclamation declaring August 12, 2015 as Emerging Leaders Day in the City of Bedford.

City Manager Review: _____

DISCUSSION:

Participants in Class II of the Emerging Leaders Program graduated on June 25, 2015. The participants went through a year-long program that focused on gaining an understanding of City operations, budget, and overall leadership developmental skills. The class completed a capstone project prior to graduation consisting of making the City's Animal Shelter more warm and welcoming for visitors. Class members are:

- Chuck Carlisle, Fleet and Facilities Manager
- Debbie Carlisle, Records/Property Supervisor
- Jean Green, Community Services Supervisor
- Jackie Hancock, Purchasing/Inventory Control Supervisor
- Ken Horn, Lead Animal Control Officer
- Patrice Kleypas, Office Manager
- Bill Lankford, Traffic Operations Manager
- Jerry Laverty, Environmental Supervisor
- Wendy Hartnett, Special Events Manager

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, the City of Bedford completed the Emerging Leaders Program and had a graduation ceremony on June 25, 2015; and

WHEREAS, the following City of Bedford employees participated in the program and met all of the requirements for graduation:

- *Chuck Carlisle, Fleet and Facilities Manager*
- *Debbie Carlisle, Records/Property Supervisor*
- *Jean Green, Community Services Supervisor*
- *Jackie Hancock, Purchasing/Inventory Control Supervisor*
- *Ken Horn, Lead Animal Control Officer*
- *Patrice Kleypas, Office Manager*
- *Bill Lankford, Traffic Operations Manager*
- *Jerry Laverty, Environmental Supervisor*
- *Wendy Hartnett, Special Events Manager*

WHEREAS, the City Council desires to recognize and honor all Emerging Leaders Class II graduates for their dedication and commitment to the City and the Emerging Leaders Program; and

WHEREAS, the City Council wishes to honor and recognize the accomplishments and commitment made by the participants in the Emerging Leaders Program Class II.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim August 12, 2015 as:

The City of Bedford Emerging Leaders Day

in the City of Bedford in honor and in recognition of the outstanding achievements of the employees in the Emerging Leaders Program Class II.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
11th day of August, 2015.*

JIM GRIFFIN, MAYOR




Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 08/11/15

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) June 20, 2015 work session
- b) June 23, 2015 regular session

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

June 20, 2015 work session
June 23, 2015 regular session

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 8:30 a.m. at the TXI Conference Room, 1805 L. Don Dodson, Bedford, Texas, on the 20th day of June, 2015 with the following members present:

Jim Griffin	Mayor
Ray Champney	Council Members
Steve Farco	
Roger Fisher	
Dave Gebhart	
Rusty Sartor	
Roy W. Turner	

constituting a quorum.

Staff present included:

Roger Gibson	Interim City Manager
Kelli Agan	Interim Assistant City Manager
Michael Wells	City Secretary
Les Hawkins	Interim Police Chief
Russell Hines	Building Official
Tom Hoover	Director of Public Works
Meg Jakubik	Assistant to the City Manager
Emilio Sanchez	Planning Manager
Bill Syblon	Development Director
James Tindell	Fire Chief

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order at 8:33 a.m.

WORK SESSION

- **Council planning session to include discussion regarding the Council's visions, goals and related topics.**
- **Staff update on current and upcoming projects.**

Staff gave updates on the following projects:

- **Monument Signs**

Public Works Director Tom Hoover stated that this project is to replace the signs that were torn down by NTE during the Highway 183 construction. A design was approved by Council and incorporated in construction documents that went out to bid. The bid was recently awarded to Turner Signs. A pre-construction meeting was held and the contractor has 120 days to

complete the project. A \$25,000 settlement was negotiated with NTE to participate in the construction of the replacement signs and the total cost of the project is \$129,000. A slight change has been made to the original design due to potential maintenance issues with the cast stone; instead, there will be an aluminum plank with letters mounted to it, which will be textured and painted to look like cast stone. The company is also matching the brick and mortar with that used for the sign at the Old Bedford School. In answer to questions from Council, Mr. Hoover stated that the signs at Central Drive will be constructed first, followed by Harwood Road and Murphy Drive; that any damage to the new landscaping will be repaired; that electrical is already at the locations at Harwood Road and conduits have been run for those at Central Drive and Murphy Drive; that the contractor will take the electrical from the medians to the signs; and that staff is awaiting quotes regarding the sign at Fire Station 3. There was discussion on extending the landscaping on Highway 121 to Bedford Road, the washout of debris onto Bedford Road next to the church; maintenance of the landscaped medians; restriping of the intersection at Bedford Road and Airport Freeway; adding a yield sign by the Holiday Inn; adding crosswalks; and the long white lines that separate the frontage roads from the on and off ramps. Interim City Manager Roger Gibson stated that staff will be meeting with Robert Hinkle with NTE on several issues.

- **The Softball Field at the Boys Ranch**

Mr. Hoover stated that staff is in the process of compacting the soil at the site, which should be completed by the following Monday and will be followed up by the installation of grass later in the week. With FourthFest being moved to a new location, there will be no need to over-seed and over-water the site. Bermuda grass will be installed and it will not be a competition surface. The site will have three adult-sized soccer fields and a girls softball field. The site was never intended to be a competition field and was to be only used for practice. In subsequent years, staff will look at illuminating the soccer area, which can also provide lighting for the softball field. He stated that the site used to be a dumping ground for Public Works and the work, which is being done by Public Works crews, has been slowed down by the rain. In answer to questions from Council, Mr. Hoover stated that the site will not be irrigated and water trucks and cannons will be used instead; and that the softball field will have a non-competition type backstop.

In regards to Phase I of the Boys Ranch improvements, Mr. Hoover stated that the playground is substantially complete except for ladders and fall zone materials; that they will be bringing an item to Council regarding installing more intruder resistant fencing; that the dredging of the lake should begin at the end of the month and go through September; and that some of the rock ledging has been installed. There was discussion on using the same stone and mortar used for the Post Office channel for consistency; packaging the remaining phases of the improvements into a single phase; having plans in place to maintain facilities; incorporating the Senior Center and arts buildings into one complex with a workout center; potential efficiencies; whether the Boys Ranch is protected by the Historical Society; and discussions with a group on a public/private partnership to build a new athletic complex at the Boys Ranch. There was discussion on establishing a Council liaison relationship with the Senior Center; and a budget supplemental for a deck off of the back of the Center.

- **Budget/Budget Timeline**

Assistant to the City Manager Meg Jakubik presented information regarding the processes and steps staff goes through during the budget process. She stated that the budget is adopted based on the July certified values, while tax bills are generated off of the September certified values. In 2014, the City gained a few hundred thousand of value between the July and September values. The City starts to receive new values in April for the year but May gives a better estimate. There was an increase of 3.89 percent from the estimated values in September of 2014 to May of 2015. Historically, there is an average loss of 2.2 percent of value from May to

the following September. These values include new construction that is already on the books. City departments have performed their first round of projections, which shows that both revenue and expenses are up from what was budgeted. The City was budgeted to go into the Fund Balance by \$300,000; however, based on the latest projections, it appears that it will go into the Fund Balance by \$236,000. The Tourism Fund may come out with surplus instead of going into the Fund Balance. In regards to the Water Fund, staff has been working with a consultant on a rate analysis that will be presented to Council. The Stormwater Fund is doing well and has some cost savings. Overall, the City is going into Fund Balance due to various maintenance funds; however, looking at net, the City is looking at coming in with revenue over expenditures. There was discussion on other funds and the surplus being more from an increase in revenues than a decrease in expenditures. Ms. Jakubik stated that the projections are net of any incentive payouts, which are subtracted on a monthly basis and earmarked. There was discussion on water sales increasing with watering restrictions being lifted and water sales being used to cover costs.

Ms. Jakubik presented information on supplemental requests, including phone system upgrades, software conversions, timekeeping software, personnel, line item funding increases, a commercial vehicle enforcement program, vehicles, facility improvements, and a monument sign at the Glade Parks gateway. There was discussion regarding health insurance and a request into New World Systems regarding TouchPoint software. Ms. Jakubik presented information on upcoming key dates and meetings.

- **Budget Philosophy/Focus and Long Range Planning**

Mr. Gibson stated that there has been concerted effort on the part of the departments to work together. One item that will be given to Council that they have not received before is a spreadsheet showing future supplemental requests. He stated that there have been discussions amongst staff on bringing custodial services in-house and funding playground maintenance. There was discussion on the loss of Fire Department and Public Works personnel as well as openings in Dispatch; issues with finding qualified persons for these positions; continuing with the TMRS/ICMA conversion, as well as salary and merit conversions; supporting infrastructure needs; maintaining the effective tax rate; thinking beyond needs; taking care of employees; the loss of employees being driven by salary and benefits; the costs and time to train police officers; long term threats from other communities; having a comprehensive plan to help stem the tide of losing employees; merit increases and market adjustments the previous two years; having fewer “gadgets” versus more money in employees’ pockets; the number of employees that received market adjustments the previous two years; starting salaries not having been adjusted in nine years; the disparity in starting pay for dispatchers between Bedford and Euless; merging dispatch services in the three cities, including needing a separate facility; salary surveys conducted by the Human Resources Department; offering bonus incentives for new employees; not having enough money to do all that the City wants; and raising the salary ranges and the costs of doing a global market adjustment. Council requested information on salaries and options prior to the budget work session.

- **Linear Trails Identification**

Interim Assistant City Manager Kelli Agan stated that the Parks and Recreation Board recommended putting mile markers along the Trails to have a point of reference in the case of an emergency. The project should be completed by the following week. The starting point would be at Forest Ridge Drive and run east to the end of the trail by Walmart. Identification would be placed every tenth of a mile and would include poles and markers on the cement. A map of the markers would be plotted for Dispatch. There was discussion on the number of signs on the trails; creating a list of civic maintenance projects for community organizations; having opportunities for citizens, such as homeschoolers, to be civically engaged; having volunteers

clean up the Boys Ranch; maintaining and beautifying streets and public areas; the role of the Beautification Commission; potential liability issues; installing a motion sensor on a recently installed pedestrian light; and installing signs at the entrance of the Trails.

- **AT&T Update**

Ms. Agan reported that she received an update from Paul Baumgardner with AT&T regarding the replacement of the “B” logo on the tower at Highway 183 and Central Drive, which has already faded due to being installed with inferior products. AT&T will evaluate what it would take to replace the logo in their third quarter, with the replacement occurring in their fourth quarter. There was discussion on adding lights; AT&T being willing to pay for the lighting using a certain layout and mechanism; fixing the logo and not lighting the tower; backlighting the logo; the estimated cost to replace the logo being \$50,000 and AT&T moving the project into January if they do not have enough money in their maintenance funds; having Turner Signs looking at the issue; and the cellular arrays at the top of the tower. Council was of the consensus to have the “B” backlit if possible.

There was Council discussion on the following topics:

- **Council Rules of Order and Procedure**

There was discussion on adhering to procedures and moving forward once decisions are made in order to function effectively; collectively giving staff direction as a group; procedures for joint meetings; and adding procedures for abstaining. There was discussion on Open Forum including changing it to its original state; the reasons for the changes; objections to the changes; interacting with citizens; and access to Council.

- **Boards and Commissions**

Council discussed Council liaison positions and was of the consensus to make the following appointments at the upcoming regular Council Meeting:

- Community Affairs Commission - Councilmember Farco
- Library Advisory Board - Councilmember Farco
- NCTCOG/RTC - Councilmember Farco
- Parks and Recreation Board - Councilmember Sartor
- Teen Court Advisory Board - Councilmember Gebhart
- Trinity River Authority - Councilmember Turner
- Industrial Development Authority - Councilmember Gebhart
- Street Improvement Economic Development Corporation - Councilmember Sartor
- Health Facilities Development Corporation - Councilmember Fisher

There was discussion on adding a Council liaison position to the Senior Center and Council was of the consensus to appoint Councilmember Turner to that position.

Councilmember Gebhart nominated Councilmember Fisher to serve as Mayor Pro Tem and Councilmember Turner nominated Councilmember Champney to serve as Mayor Pro Tem. A majority of Council approved of Councilmember Fisher being appointed Mayor Pro Tem at the next regular Council Meeting.

- **Cultural District**

Councilmember Champney presented information regarding the Cultural District. He discussed the history of the District going back to 2008; that 93.7 percent of citizens supported City resources being used to develop new businesses and revitalizing existing commercial areas; the Bedford Commons vision acknowledging the Cultural District as an important factor in attracting new businesses and residents; a presentation at the March 24 meeting about using the Cultural District as an example of strategic planning; a SWOT analysis of the Bedford Commons and Cultural District showing that they complement each other, which is a critical factor in getting the right kind of funding; density created through the District supporting the development of the Commons; the Texas Legislature continuing to fund arts and culture; private sector businesses locating next to arts and cultural sites; moving forward on the cultural district designation and establishing a 501(c)(3); arts and culture generating \$5.1B in the State's economy and \$320M in sales tax revenue; the Levitt Pavilion raising \$1.2M in less than one year to fund construction, with the City performing the street-scaping and infrastructure; the strategic plan presented by the Cultural Commission at the previous Council meeting; a budget supplemental proposal for a Cultural District Master Plan; incorporating activities at the Boys Ranch as part of moving forward on the District; opportunities from a budgeting and funding standpoint; offsetting development costs in relation to funding coming into the Boys Ranch; looking at the process from a big picture standpoint; available street-scaping products that can be incorporated into the planning and budgeting process; and coming up with unique ways to approach funding options. There was discussion regarding a new winery that has opened in the District; developing a cultural calendar; and more shopping centers featuring art in empty storefronts.

- **Development Activities**

Council discussed the Bedford Commons project, including a Planning and Zoning Commission amendment to the Development Code to have every development go through the Commission and Council; working with the development community to receive input; sharing information with the public; addressing older strip centers; and the public being fearful of a multifamily component. There was discussion regarding the International Council of Shopping Centers convention; discussions with Chick-fil-A and HEB ISD, including the need for more land and looking at other sites; the impact of online sales on retail operations; a restaurant group looking at property adjacent to the Shops at Central Park; the Big Lots Shopping Center being under new management; bringing landscaping up to code when fixing up a commercial property including that it is not a requirement if there is no change to the footprint and site plan; maintaining properties up to the code at the time they were built; the property at the corner of Harwood Road and Highway 121 being for sale; the former 24 Hour Fitness building becoming an indoor play center or another fitness center; and interest in the former Luby's property as a car dealership concept.

- **Sign Ordinance**

Building Official Russell Hines presented information regarding the Sign Ordinance. He stated that the revisions are modeled after ordinances in the cities of Euless and Southlake. The Ordinance has previously been revised in parts, but there has never been a comprehensive look at the whole thing. Recommended revisions to the Ordinance include the following:

- The section on Definitions has been restructured and some definitions have been added and others revised.
- The section on enforcement has added that a Code Compliance Officer is able to enforce the provisions of the Ordinance. Fines for noncompliance are recommended to go from \$10.00 to \$60.00 per sign. There was discussion on "bandit" signs, including issues with enforcement and staff being able to ticket offenders.

- Regulations for electronic message graphic signs have been added. Recommendations include a time change limit of not less than 15 seconds, with time and temperature changes being allowed to remain at three seconds; and prohibitions on audio messages and graphical images on signs located on primary and secondary walls.
- Window signs have never been addressed and there was conflicting language within the Ordinance. Recommendations include defining more clearly what constitutes a window; an exemption on window displays that are not directly in the window; and a prohibition on “now hiring” signs being used to advertise the business.
- Regulations on For Sale/Lease Signs of Existing Buildings are modeled after those in Southlake and will give uniformity to shopping centers. The estimated cost on these types of signs range from \$1,100 to \$2,500 per sign. Recommendations include a maximum height of five feet with finials not to exceed nine inches; and a standard sign face.
- Revisions to Land For Sale/Leasing Signs are also based on those from Southlake. Recommendations include bringing them down to a maximum of five feet off of the ground from the current 15 feet; a maximum area of 32 square feet; and uniformity.
- Recommendations for Commercial and Residential Development Construction Signs include a maximum height of five feet from the ground; a maximum area of 32 square feet; and a limit on the number of signs.
- Exempted Signs have been consolidated into one section and include government signs, now hiring signs, and a change on residential sale, lease and rental signs to not be in conflict with the requirement of sale and lease signs on commercial properties.

There was discussion on regulating balloons of less than 24 inches in diameter; feather signs; and public input into the Ordinance revisions.

Mr. Hines presented information on Prohibited Signs. He listed surrounding cities that allow or prohibit portable signs. In regards to outlining windows with LED lights, North Richland Hills is the only surrounding City that is currently addressing the issue. The recommendation is that luminous signs would be prohibited in windows, except for illuminated Open/Closed signs. In answer to questions from Council, he stated that there is a discrepancy in the current Ordinance regarding regulating window signs and that the recommendation is to add a definition clarifying the definition of a window with a maximum of 25 percent of a window being used for signage. There was discussion on limiting the amount of storefront that can be used for advertising; creating standards for the City; cleaning up the aesthetic of the City; safety issues including making the inside of businesses more visible; blight; upsetting business owners; bringing in better businesses and residents; limiting the amount of advertising; the City’s tax base; updating thoroughfares; increasing the percentage of window space to be used for advertising; Council acting as a homeowners association for the City; and standards being focused on health and safety.

Mr. Hines presented further information on prohibited signs. He stated that search lights or flashing lights would not be permitted, including for Open/Closed signs. Feather flags, previously referred to as swooper flags, are currently prohibited except if they have “still in business” permit during construction. There was discussion on the appeal process through the Building and Standards Commission and District Court; an upcoming item under Persons to be Heard at the next Council meeting regarding changing the Ordinance for swooper flags and other signage; adding language that temporary signs cannot go to Building and Standards; the length of time and circumstances that balloons over a certain size are allowed; supporting businesses digitally; being business friendly; language in the Ordinance on existing signs being

brought into compliance; legal non-conforming signs and grandfathering; posts being removed when the plywood on For Sale/For Lease signs is removed; a trailer being used for advertising on Brown Trail; holiday lights in windows; examining the City of Arlington's recently approved sign ordinance; language on retroactively applying new regulations; the percentage of signs that would be affected; Council's mandate; granting a grace period on legal non-conforming signs; the time for staff to notify businesses; and amortization to recoup costs of signage. There was further discussion on staff getting advice from the City Attorney and getting an idea of the potential impact. Mr. Hines stated that the only permanent signs addressed in the draft Ordinance are electronic message board signs.

There was discussion on a citizen request to use City-owned property for pocket parks including working with the Parks and Recreation Board and potential maintenance issues. Council was of the consensus to not pursue the request. There was discussion on adding the Pledge of Allegiance to the Texas Flag as part of future Council meetings and Council was of the consensus to do so.

There was discussion on paying off debt to bolster the pay scale; much of the City's debt being on a schedule and not being callable; using cash reserves to pay for capital items the previous three years; using debt to pay for infrastructure; and the rollback rate being calculated on the operations portion of the tax rate. There was discussion on revisions to the Animal Ordinance regarding the feeding animals including enforcement and issues related to establishing ownership.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 1:26 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 23rd day of June, 2015 with the following members present:

Jim Griffin	Mayor
Ray Champney	Council Members
Steve Farco	
Roger Fisher	
Dave Gebhart	
Rusty Sartor	
Roy W. Turner	

constituting a quorum.

Staff present included:

Roger Gibson	Interim City Manager
Kelli Agan	Interim Assistant City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Chuck Carlisle	Fleet and Facility Services Manager
Gary Clopton	Information Technology Manager
Natalie Foster	Marketing Specialist
Wendy Hartnett	Special Events Manager
Tom Hoover	Public Works Director
Jeanne Green	Community Services Supervisor
Jerry Laverty	Environmental Specialist
Jill McAdams	Human Resources Director
Kenny Overstreet	Field Operations Manager
Emilio Sanchez	Planning Manager
Bill Syblon	Economic Development Director
James Tindell	Fire Chief

COUNCIL CHAMBER WORK SESSION

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

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

Council discussed placing the following items on consent: 3, 6, 7, 8, 10, 12 and 13.

Community Services Supervisor Jeanne Green presented information regarding Item #6. She stated that the Emerging Leaders Program Class would like to have an ongoing passive fundraising opportunity for the Animal Shelter. This item is authorizing the City to enter into a letter of agreement with Big Frog Custom T-Shirts & More, with proceeds benefitting the Shelter. In answer to a question from Council, Ms. Green stated that the shirts would be sold for \$10.00 a piece and the City would be receiving a guaranteed flat \$3.00 per piece.

Fleet and Facility Services Manager Chuck Carlisle presented information regarding Item #7, which is to enter into an agreement with Harrison Walker and Harper (HWH) to seal and repair the mortar at the Old Bedford School for \$43,000. When the building was looked at for general maintenance, it was

discovered that the paint around the windows was bubbling due to moisture entering into the building. The windows themselves are in the process of being replaced. On the exterior of the building above the windows and at the top of the building, one can stick their hand between the bricks. Staff contacted several vendors and only received one quote in the amount of \$100,000 for both buildings. Staff then reached out to HWH, which is a The Interlocal Purchasing System (TIPS/TAPS) vendor, for an estimate as it was felt the City would not get a competitive bid. In answer to questions from Council, Mr. Carlisle stated that HWH performed a visual inspection and estimated that 20 percent of the building needed attention and tuckpointing; that if the total goes over that 20 percent, the additional costs would be on HWH; and that HWH will match the mortar as closely as possible and he has been told that there will not be any notable difference.

Public Works Director Tom Hoover and Environmental Specialist Jerry Laverty presented information regarding Item #8, which is to formally put in writing what the City has been doing the previous two years for mosquito abatement. In comparison with surrounding cities, the City is making a larger effort towards its mosquito maintenance program. Public Works has a four-man crew with Mr. Laverty in charge, who treat creeks once a month or twice if the medium risk level is reached, and walk every linear foot of creeks and streams to locate sources of breeding sites. When the high risk range is reached, staff will spray with ULV equipment within a quarter mile of a human case. Up to that point, staff will perform a combination of adulticide and larvicide, as well as do public education. There was discussion on informing the public; the work being done at the schools; the City being compliant with Environmental Protection Agency regulations; citizens taking care of their individual properties to prevent mosquitoes; source reduction; misinformation on West Nile Virus and mosquitoes; and making videos of Public Works crews working in the creeks and doing interviews to be looped on social media and the City's cable channel.

Mr. Hoover and Field Operations Manager Kenny Overstreet presented information regarding Item #9. They showed an example of the Badger E Series smart meters that the City has been installing. The meters do not currently have transponders, but when the City is successful with the State Water Implementation Fund (SWIFT) program, transponders can be snapped on the meter and retrofitted on those that are already in place. In answer to questions from Council, it was stated that there is a little over 200 meters on the dead list; that when a meter stops, the customer still gets charged the base rate but not the volume charge; that the smart meters are replacing ones that are 10 to 15 years old or older; that it will take three to four weeks to receive the meters once they are ordered; that the City averages between 180 to 200 meter replacements a year; that staff tries to have approximately 300 meters in stock, or two percent of the older meter stock; that the 230 meters would replace all of the dead meters but would not give them any inventory; that the item is strictly for the meter, while the associated labor for installation is budgeted in their normal operations; and that the full budgeted amount of \$62,700 would purchase 345 meters. Council was of the consensus to approve the full budgeted amount in the Regular Session.

There was discussion on Item #10 being housekeeping, with no money being disbursed and no contracts being signed.

- **Report on the Community Powered Revitalization Program's 2015 Spring Blitz.**

Scott Sheppard with 6Stones presented information regarding the Community Powered Revitalization (CPR) Program's 2015 Spring Blitz. He stated that 6Stones was founded in 2009 and that its vision is to be a catalyst of hope that transforms lives, homes and the community. They are a building coalition that provides solutions to meet the needs of the community. In 2010, they took the City of Euless' revitalization program and moved it into the CPR Program, which is now in the HEB area, Watauga, Richland Hills, Haltom City, Cleburne, Mansfield and four cities in the Fort Worth area. He displayed pictures of two houses rehabilitated as part of a project by Atmos Energy in May. The CPR Program is now at almost 400 homes, 68 of which are in Bedford. The City's annual match is \$20,000, the estimated retail value of work is over \$80,000 and there have been 20 projects completed in the past year. He discussed a project at 344 Patricia Lane, whereby a condemned home was demolished and a new single-family house built, which is now owner-occupied. He further discussed a new phase in their 380 agreements with adding a clause for property transference. He displayed charts showing five-year trends on the number of houses, churches, businesses and overall volunteers that participate in CPR, with 36 homes and 1,500 volunteers participating in the most recent Spring Blitz. He displayed a chart

showing the overall fiscal impact, which includes cash donations, the investment from the cities, and in-kind donations. He stated that the bigger picture is that they are building a replicable template for other communities. He discussed other 6Stones projects including Operation Back 2 School, Night of Wonder, the New Hope Center and the Community Garden. He further discussed volunteers, including Farmer's Insurance wanting to do their own team building projects and the dates for the upcoming Fall and Spring Blitizes. There was discussion on creating a sense of community; a template as new volunteer teams become involved; CPR having a dramatic impact on peoples' lives and the City; 6Stones and Mr. Sheppard getting the neighboring cities to talk; the City's contributions being \$25,000 in salary support and \$20,000 in reimbursable expenses, the latter of which is less than what other cities contribute; the City having neighborhoods that do not necessarily qualify for funding from Tarrant County and homes that are typically larger and cost more to rehabilitate; examining the 380 agreement; and raising the amount for materials to \$25,000 or \$30,000.

- **Report on the Phase 1 of the Boys Ranch Park Master Plan.**

Mark Hatchel with Kimley-Horn & Associates presented an update on Phase 1 of the Boys Ranch Master Plan. The project is two to three months behind due to the weather. Most of the top area of the channel down to the lake should be completed with stone, and the playground finished, by the end of July. In August, all of the bridges and waterfall weirs should be set and work should be done on the lake edging, dredging, and the installation of the stonework. It is hoped that the entire project will be completed by early November. In answer to questions from Council, Mr. Hatchel stated that the old pavilion would be coming down soon and replaced with a newer one with the City's logo and masonry columns that match the brick and stonework of the newer buildings in the City; and that the island in the lake is being removed.

- **Report on the upcoming 4thFest event and venue location.**

Special Events Manager Wendy Hartnett presented a report on the upcoming 4thFest event, which will be moved to the property at the Library and the OBS. The kids tent and Inflatafun area will be behind the OBS, the car show will be at the south end of the Library, and the VIP tent will be to the left of the main stage. There will be no onsite parking and the Library will be for handicap parking only. Shuttles will be used from Pennington Field and will drop people off of Bedford Road, which will be shut down from 4:00 p.m. to midnight with any traffic coming through being a one-way loop. Fireworks will be fired from the BluesFest site but there will be no public viewing from that location. Beer will be sold onsite for the first time and they will be adding a canned good component with prizes. To announce the change, there will be a half page advertisement in the HEB News, along with notices on the five portable signs and signs at the Boys Ranch. In answer to questions from Council, it was stated that the reason for the move is the construction at the Boys Ranch; that five configurations and four separate sites were studied and considered; and that the move is being advertised through a press release, banners, updates to the website, a digital component through the Star-Telegram, the half-page advertisement, electric signs, the back of the water bill, and social media. There was discussion on adding banners on the fence at the Boys Ranch.

- **Report on recent Development Department activities.**

Development Director Bill Syblon presented a report on recent Development Department activities. He gave an update on the recent International Council of Shopping Centers (ICSC) Real Estate Convention, which is the largest retail real estate convention in the world. There were 36,000 attendees, 3,000 retailers and 1M square feet of area to walk. The Mayor and staff go as part of the HEB Economic Development Foundation, comprised of the cities of Hurst, Euless and Bedford, HEB ISD and the HEB Chamber of Commerce, to market HEB as a larger area on a national scale. Ultimately, however, they are trying to make something happen in the City of Bedford. He displayed a sample of their contact spreadsheet, a poster board that staff displayed at the City Expo to receive input from residents on what they would like to see in Bedford, and examples of their marketing materials including detailed maps. He discussed Chick-fil-A being dedicated to coming to Bedford, and staff bringing together a shopping center owner and a developer about a 0.6 acre site at the corner of Highway 183 and Central Drive. ICSC will have a Texas show in November with 5,000 attendees. He stated that after the highway completion, each of the restaurants around the Central Drive intersection is up at least five percent. Staff has learned that the Big Lots Shopping Center is under new ownership by the owners of the

Kroger Shopping Center, which are a more active group and more pro-active in getting new retailers. The owner of the Shops at Central Park has stated that more investment needs to be made into that shopping center. He stated that the site of the former 7-Eleven at Harwood Road and Highway 121 has been scraped and re-platted, with the intention to sell and that Starbucks is a primary target. There was discussion on conversations with the owners of strip centers regarding enhancing the look of those centers; and the grand opening of the new Minyards.

Mayor Griffin adjourned the Work Session at 6:14 p.m.

REGULAR SESSION

The Regular Session began at 6:30 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION (Pastor Kevin Smith, Faith Christian Fellowship Church)

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

ANNOUNCEMENTS/UPCOMING EVENTS

Marketing Specialist Natalie Foster Saturday reported that on Saturday from 12:00 p.m. to 3:00 p.m., there will be a Taste of Texas meets the Mayor's Hunger Challenge at the Harley-Davidson headquarters, featuring a motorcycle ride-in, live music and food vendors. Visitors that bring in a boxed or canned food item donation will get a surprise. 4thFest will be on Saturday, July 4 starting at 4:00 p.m. at the Library and OBS property, with a children's activity area, live music, a car show, fireworks and more. Admission is free and beer will be available for purchase. There will be no onsite parking and there will be parking and shuttles at Pennington Field for \$5.00. Every visitor that brings a canned or boxed food item for the Mayor's Hunger Challenge will get a prize.

OPEN FORUM

Nobody chose to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Champney, seconded by Councilmember Turner, to approve the following items by consent: 3, 6, 7, 10, 12 and 13.

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

COUNCIL RECOGNITION

1. Proclamation declaring July 2015 as Parks and Recreation Month in the City of Bedford.

Mayor Griffin read a proclamation declaring July 2015 as Parks and Recreation Month in the City of Bedford. Community Services Manager Eric Valdez and Parks Superintendent Don Henderson accepted the proclamation on behalf of the Community Services Department. Mr. Valdez recognized Recreation Programs Coordinator Chris Chastain, Senior Center Manager Cathy Haskell and Interim Assistant City Manager Kelli Agan.

2. Employee Service Recognition

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

Joey Lankford, Fire Department – 35 years of service

APPROVAL OF THE MINUTES

- 3. Consider approval of the following City Council minutes:**
 - a) June 9, 2015 regular meeting**

This item was approved by consent.

PERSONS TO BE HEARD

- 4. The following individual has requested to speak to the Council tonight under Persons to be Heard:**
 - a) Zach Goldberg, 235 Harwood Road, Bedford, Texas 76021 – Requested to speak to the Council regarding the City of Bedford Sign Ordinance.**

Zach Goldberg, 235 Harwood Road, Bedford – Mr. Goldberg requested to speak to the Council regarding his automotive service and performance shop at 235 Harwood Road. He requested changes to the City's Sign Ordinance to better promote businesses in the City and to have advertising displayed properly within the City's guidelines. His business sits behind a Pizza Hut on the border of Bedford and Hurst. It was purchased in July of 2004 and is minority and veteran-owned and his goal is to expand his brand area. Numerous changes have been made to the business including painting of the inside and an expansion of services. He is excited to grow with the City, but needs the support of the City. He would like approval to promote his business with swooper flags and stated they will always be maintained and would be displayed on the property. There is a visual challenge with his business as it is off the road and out of the public view. The four flags would only be displayed from 8:00 a.m. to 6:00 p.m. from Monday to Friday and 8:00 a.m. to 5:00 p.m. on Saturdays. They would be displayed and maintained in a professional manner and would be replaced due to wear or if deemed necessary by the City. Section 6.72 of the current Ordinance states that swooper flags are only permitted during construction with the approval of the City. He would like it to be recognized that businesses need signage to be seen and found by new and existing customers, and to establish a new regulation for modern, well-maintained, permitted signs to assist businesses in advertising. This change would bring them new customers, new revenue to the City, and affect their parts distributors within the City. He discussed working as a police officer in St. Louis and his understanding the need for regulations but that exceptions were granted to businesses due to their location. He discussed police officers working with businesses and stated that his business has received seven citations for what was approved by the City. He further discussed replacing the sign on the dumpster with a new sign. There was discussion regarding staff working on the Ordinance and that Council was unable to make any changes to the Ordinance at that time; and that Council was unable to grant exceptions.

There was further discussion with the owner of the business, who did not identify herself for the record, regarding the permitting process; changing the name of the business; the City making exceptions to the Sign Ordinance; alternate ways to advertise the business; and permit fees.

NEW BUSINESS

- 5. Public hearing and consider an ordinance to rezone approximately 103 acres from (R9) and (R15) Single Family Residential, (S) Service Commercial, (H) Heavy Commercial, (MHC) Master Highway Corridor, to (PUD) Planned Unit Development for the Bedford Commons Zoning District. The area is generally bound by Forest Ridge Drive to the west, Bedford Road to the north, Central Drive to the east, and Airport Freeway to the south. (Z-271)**

Development Director Bill Syblon presented information regarding this item. The draft of the Bedford Commons Development Code is for the most part the same draft presented to Council the previous summer. The document is the culmination of multiple public hearings, meetings, and work sessions. The Code embodies the vision that Council adopted in 2013 for the area bounded by Highway 183 to

the south, Bedford Road to the north, Forest Ridge Drive to the west and Central Drive to the east. He displayed a map showing the boundaries of the Commons. The Code is broken down into four different characters zones including Highway Mixed Use, Regional Retail and Employment, Core Mixed Use, and Civic Mixed Use. Within each zone, the Code addresses items from street layout, open space, green space, building footprints and how they all interrelate. The Planning and Zoning Commission made changes to the draft of the Code, including that site plans for any new development in the Commons will require approval by the Commission and the Council. Previous iterations of the Code allowed some site plans to be approved administratively. Other changes include that buildings with drive-throughs would only be allowed in the Highway Mixed Use Zones; an increase in the minimum off-street parking for residential use from one space per dwelling unit to two; and an increase in the open/green space requirement from 10 to 15 percent. In answer to a question from Council, Mr. Syblon stated that he did not know if the development process would be accelerated if the number of drive-throughs was limited. There were additional minor teaks to the Code based on input from Public Works regarding street design. The Code, with the aforementioned changes, was approved by the Commission at their May 28 meeting by a unanimous vote. In answer to questions from Council regarding how multi-family units are scheduled for approval, Mr. Syblon stated that there will be public hearings for site plan approval of all new development. There was discussion on Specific Use Permits versus site plan approvals; and ensuring that the public is engaged and has the opportunity to have their voices heard.

Mayor Griffin opened the public hearing at 7:05 p.m.

Patsy Watson, 2200 Cachelle Court, Bedford – Ms. Watson asked if the City-owned land bordered by L. Don Dodson Drive and Parkwood Drive was being prepped for Bedford Commons, to which Planning Manager Emilio Sanchez replied that the site was being prepped for the upcoming 4thFest fireworks. She further asked who owns the surface and mineral rights of the greenery dividing line down to Bedford Road, to which Mr. Sanchez answered Chesapeake Energy. Ms. Watson stated that she hopes time proves her wrong and the downsides of the Commons on the City and its citizens are unfounded. She does not see the project being able to compete with the Glade Parks project in Euless, which is bigger, and more upper scale, visible and accessible. She feels that if the Mayor and City Council lived in Bedford Parc, their enthusiasm for the project would be lessened. She discussed the effect the noise and traffic of the Commons would have on the residents of Bedford Parc.

Bob Cochrane, 2252 Bedford Circle, Bedford – Mr. Cochrane stated that he is the third longest tenured resident in Bedford Parc and served as president for the first three years. He lives one block further down from the Commons than Ms. Watson. He stated that he has no concerns about noise and traffic. In speaking with several residents in the neighborhood, their views on the Commons are mixed, which he wanted Council to know.

Mayor Griffin adjourned the public hearing at 7:10 p.m.

In answer to questions from Council, Mr. Syblon stated any developer would have to go through the Commission and the Council if they wanted to change the regulations in the Code. There was discussion on the City controlling its destiny, creating a unique point of differentiation, and raising the standards of the City.

Motioned by Councilmember Champney, seconded by Councilmember Turner, to approve an ordinance to rezone approximately 103 acres from (R9) and (R15) Single Family Residential, (S) Service Commercial, (H) Heavy Commercial, (MHC) Master Highway Corridor, to (PUD) Planned Unit Development for the Bedford Commons Zoning District. The area is generally bound by Forest Ridge Drive to the west, Bedford Road to the north, Central Drive to the east, and Airport Freeway to the south. (Z-271)

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

6. Consider a resolution authorizing the Interim City Manager to enter into a Letter of Agreement with Big Frog Custom T-Shirts & More for fundraising assistance benefitting the Bedford Animal Shelter.

This item was approved by consent.

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

This item was approved by consent.

- 8. Consider a resolution authorizing the Interim City Manager to adopt the 2015 Integrated Mosquito Management Program to provide guidelines that the City uses in combating mosquitoes.**

This item was approved by consent.

- 9. Consider a resolution authorizing the Interim City Manager to purchase 230 replacement water meters from Atlas Utility Supply Company, a sole authorized distributor of Badger Meter, Inc., in the amount of \$41,704.**

Mr. Hoover stated that this item is for meters to replace those that have malfunctioned and that Council discussed in Work Session increasing the purchase to match the budget in order to have meters in stock. The smart meters will be in conformance with the Automated Meter Reader program. In answer to questions from Council, Mr. Hoover stated that the City requires developers to put in these types of meters on new homes and that the meter itself would not come from the City's stock.

Motioned by Councilmember Farco, seconded by Councilmember Gebhart, to approve a resolution authorizing the Interim City Manager to purchase approximately 345 replacement water meters from Atlas Utility Supply Company, a sole authorized distributor of Badger Meter, Inc., in the full amount of the budget, which is \$62,700.

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

- 10. Consider a resolution authorizing the Interim City Manager to complete the Contractor's Act of Assurance in conjunction with the application for funding from the State Water Implementation Fund (SWIFT).**

This item was approved by consent.

- 11. Consider a resolution authorizing the Interim City Manager to enter into a contract with Ron Wright, Tarrant County Tax Assessor-Collector and Tarrant County, for the assessment and collection services of ad valorem taxes levied by the City of Bedford; and providing an effective date.**

Administrative Services Director Cliff Blackwell presented information regarding this item. The City has outsourced this portion of property tax collections to Tarrant County for the past 23 years. Every few years, the County will perform a cost assessment of their operations, which is divided by the number of accounts County-wide to come up with a rate per account. The current rate of \$1.10 per account has been in effect the previous two years and is not anticipated to change in the near future. The City realized that 1,800 new accounts had appeared on the certified tax roll, which are specifically related to mineral lease properties. There is currently \$17,600 budgeted for this item, but in order to pay for this contract with the new properties, \$19,600 will be needed. Payment to the County is typically made in January and by the time this contract is paid, staff will already be working on adding this additional \$2,000 for next year's budget. The resolution does not speak to the total cost but only to the rate per account. The contract needs to be signed and returned to the County no later than July 31, which then takes approximately three months to be signed and returned by the County Commissioners. In answer to a question from Council, Mr. Blackwell stated that the cost is well under what it would take to perform this service in-house.

Motioned by Councilmember Champney, seconded by Councilmember Farco, to approve a resolution authorizing the Interim City Manager to enter into a contract with Ron Wright, Tarrant County Tax

Assessor-Collector and Tarrant County, for the assessment and collection services of ad valorem taxes levied by the City of Bedford; and providing an effective date, for the amount of \$19,600.

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

12. Consider a resolution authorizing the Interim City Manager to purchase 150 copies of Microsoft Office from SHI Government Solutions in the amount of \$49,230.

This item was approved by consent.

13. Consider a resolution authorizing the Interim City Manager to purchase 394 licensing subscriptions of Microsoft CoreCalBridge from SHI Government Solutions in the amount of \$24,664.40 to provide proper licensing between users and server assets.

This item was approved by consent.

14. Discussion and action regarding the appointment of the Mayor Pro Tem and Board and Commission Liaisons.

Existing liaisons remained appointed to Boards and Commissions as listed below without notation and newly appointed positions and liaisons are underlined.

Animal Shelter Advisory Board: Councilmember Fisher
Beautification Commission: Councilmember Turner
Community Affairs Commission: Councilmember Farco
Cultural Commission: Councilmember Champney
Library Board: Councilmember Farco
NCTCOG/RTC: Councilmember Farco
Parks and Recreation Board: Councilmember Sartor
Teen Court Advisory Board: Councilmember Gebhart
Trinity River Authority: Councilmember Turner
Audit Committee: Mayor Griffin, Councilmember Fisher, Councilmember Turner
Industrial Development Authority: Mayor Griffin, Councilmember Gebhart, Councilmember Champney
Economic Development Foundation: Mayor Griffin
Street Improvement Economic Development Corporation: Councilmember Fisher, Councilmember Turner, Councilmember Farco, Councilmember Sartor
Investment Committee: Councilmember Turner
Health Facilities Development Corporation: Councilmember Turner, Councilmember Champney, Councilmember Fisher
Senior Center: Councilmember Turner

Council was of the consensus to appoint Councilmember Fisher as Mayor Pro Tem.

Motioned by Councilmember Farco, seconded by Councilmember Turner, to approve the Council Liaisons and the Mayor Pro Tem as listed.

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

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

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

No report was given.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported that the Commission is making plans for future Clean Up Bedford days and is working vigorously to maintain the Boys Ranch through the period of construction.

✓ **Cultural Commission - Councilmember Champney**

No report was given.

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

No report was given.

16. Council member Reports

Councilmember Fisher reported that the Tarrant County Hospital District and Commissioners Court will be hosting five town hall meetings to discuss a possible bond issue on the November ballot for the update and expansion of John Peter Smith Hospital. The plan consists of a new patient hospital tower, a psychiatric hospital and renovation of existing facilities. The town hall meeting for District 3 will be held on Tuesday, June 30 at 6:30 p.m. at the new North East courthouse. He stated that the meetings will be informative, the need for the bond issuance is great and that there would not be an increase in county taxes.

Councilmember Farco recognized Community Affairs Commission, which held a block party on June 11 in the Rustic Woods area. Staff was out in force to welcome and visit with the citizens. He recognized Commission Member Sal Caruso for organizing the event. Vendors included 6Stones, Minyards, Shipleys and My Credit Union, and there were hot dogs, water, snow cones and tea from Pure Water. The Commission is planning another block party at the end of September or the first part of October.

17. City Manager/Staff Reports

- **Hear a staff report on the process used by the senior staff to develop a Vision and Mission Statement that correlates with the organization's PRIDE values and mirrors the strategic plan and vision of the City Council.**

Human Resources Director Jill McAdams presented information regarding the City's Vision and Mission Statement. In February, with senior staff in a state of transition, it was thought important they hold a strategic leadership retreat and define where they are going, how they see themselves as a group and how they would like to be seen within the organization. Staff met in April and May with a private facilitator, who gave them an organizational factors diagnostic questionnaire. The questionnaire focused on six key areas including environment, goals, roles, processes, relationships and individual needs. In April, staff met for a one-day retreat to review the group questionnaire, had a facilitated group discussion on what is present and what is missing in the organization, identified priorities and high-level goals, and set direction for the next phase of the process. Topics discussed under "what is present" included working well together as a team, great rapport, and good internal and external customer service. Topics discussed under "what is missing" included making Council aware of the process, more focused time on people and resources, strategic and vision work, where staff sees itself going in the future, developing a master plan and being more proactive, clarity of roles, communication, establishing priorities, leadership being in limbo, and finding the right balance for meetings. In regards to priorities and goals, there was discussion on staff wanting to be seen as high performers who are ethical, professional and progressive; the purpose of staff being to plan for the future and facilitate communication; staff serving as spokespeople for the governing body, their staff and citizens; wanting to ensure that their message is positive and encourages action and does not cause worry; key stakeholders and their target audience being Council, citizens, boards and commissions, other communities, and professional organizations; needing to establish greater communication with Council; needing to develop a vision and strategic plan for the employees; and holding a retreat with Council to ask them to define success and identify key focus areas.

Phase II of this process included developing vision and mission statements for the organization, identifying critical goal and focus areas, and developing SMART goals, including drafting action plans. In small group discussions, staff identified why the City is in business and why it exists, which is to pool resources and improve the quality of life for citizens; key stakeholders and their primary objectives including to be safe and secure, and to find value, sustainability, growth, stability, fiscal accountability, and overall balance; the scope of the City's business including the pooling of resources for the benefit of the public good; how staff looks when it is successful, which includes the positive results of the citizen

satisfaction survey, emulation by other communities, and being recognized as innovators among peer groups; staff's core competencies including public safety, financial management, public works, legal competence, community outreach, enhancements to quality of life, and development; looking at what areas staff would like to achieve local, state or national recognition; how staff provides value to the stakeholders including fiscal responsibility, providing training and a good work environment to employees, and education outreach to the community on what the City does; and what would make them stand out, including innovation and progressiveness.

The vision statement that was recently rolled out to employees is: "Bedford: A Beacon of Excellence, Innovation and Vitality." The mission statement is: "We Uphold our Commitment to Create and Sustain a Vibrant, Engaged Workforce that Delivers First-Class Service." Critical goal areas include customer service, communication, accountability, the City's PRIDE values, workforce strategy and development, public safety, infrastructure and facilities, and quality of life for citizens and employees. SMART goals and action plans include creating departmental procedure manuals, supervisory training, in-house customer service training, drafting an official customer policy that aligns with the visions and values of the City, and developing an online site location interface. Next steps include rolling out the vision and mission statements to the employees, analysis by departments to determine what is missing, the development of mission statements for departments without one, a retreat with the Council to determine if the organizational goals and mission correlate with Council's goals and mission, and branding and marketing.

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 551.087, deliberation regarding economic development negotiations relative to Block 6, Lot 1A, Bedford Forum Addition.**
- b) Pursuant to Section 551.074, personnel matters - City Manager search**

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to Block 6, Lot 1A, Bedford Forum Addition; and Section 551.074, personnel matters - City Manager search, at 7:52 p.m.

Council reconvened from Executive Session at 9:10 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.

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

Motioned by Councilmember Fisher, seconded by Councilmember Turner to approve Roger Gibson as the new City Manager and furthermore that the Mayor, City Attorney and SGR consultants perfect the contract agreement between the two parties and present it to Council at a future meeting for formal approval.

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

ADJOURNMENT

Mayor Griffin adjourned the meeting at 9:13 p.m.

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: See below

DATE: 08/11/15

Persons to be Heard

ITEM:

- a) Hank Henning, 2604 Morningside Drive, Bedford, Texas 76021 – Requested to speak to the Council regarding thanking the City's first responders for all they do for Bedford.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

Subject: FW: Persons to be heard request

From: Hank Henning
Sent: Tuesday, July 28, 2015 5:20 PM
To: Wells, Michael
Subject: Re: Persons to be heard request

Sure, thanking our first responders for all they do for Bedford.

On Tuesday, July 28, 2015 4:59 PM, "Wells, Michael" <Michael.Wells@bedfordtx.gov> wrote:

For Open Meetings purposes, can you give me the general subject of the HOA presentation?

--

Michael Wells
Office: 817-952-2104

From: Hank Henning [REDACTED]
Sent: Tuesday, July 28, 2015 4:24 PM
To: Wells, Michael
Subject: Persons to be heard request

Michael,

I would like to address the City Council at the August 11th meeting during the persons to be heard item.

I would like the Chief of Police and the Fire Chief to be present as my Homeowners Association would like to make a presentation to them.

Thank you,

Hank

CONFIDENTIALITY NOTICE: This City of Bedford (CoB) email transmission is intended only for the use of the individual to whom it is addressed and may contain information that is confidential, privileged, and exempt from disclosure. Any use, copying, retention or disclosure by any person other than the intended recipient or the intended recipient's designees is strictly prohibited. If you have received this email in error, please notify the sender immediately by return email and destroy all electronic and paper copies of the original message and any attachments immediately. --o365--



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 08/11/15

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

ITEM:

Public hearing and consider an ordinance to rezone Lot A, Block 10, Bedford Heights Addition, located at 924 Simpson Terrace, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing for the Pinnacle Group to operate a Community Home/Assisted Living Facility. The subject property is generally located south of Simpson Terrace and west of Shady Brook Drive. (Z-274)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Simpson Terrace to the north, Shady Brook Drive to the east and Spring Valley Drive to the west, with the site currently a residential duplex. The applicant is requesting to amend the current Planned Unit Development (PUD) to Amended Planned Unit Development (PUD) allowing for Pinnacle Group to amend the approved site plan and land use and operate a Community Home/Assisted Living Facility at 924 Simpson Terrace only.

The Planning and Zoning Commission recommended denial of this application at their June 11, 2015 meeting by a vote of 5-2-0. A supermajority vote of Council would be needed for this request to be approved.

RECOMMENDATION:

Staff recommends the following motion:

Denial of an ordinance to rezone Lot A, Block 10, Bedford Heights Addition, located at 924 Simpson Terrace, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing for the Pinnacle Group to operate a Community Home/Assisted Living Facility. The subject property is generally located south of Simpson Terrace and west of Shady Brook Drive. (Z-274)

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 LOT A, BLOCK 10, BEDFORD HEIGHTS ADDITION, LOCATED AT 924 SIMPSON TERRACE, BEDFORD, TEXAS FROM PLANNED UNIT DEVELOPMENT (PUD) TO AMENDED PLANNED UNIT DEVELOPMENT (PUD), ALLOWING FOR THE PINNACLE GROUP TO OPERATE A COMMUNITY HOME/ASSISTED LIVING FACILITY. THE SUBJECT PROPERTY IS GENERALLY LOCATED SOUTH OF SIMPSON TERRACE AND WEST OF SHADY BROOK DRIVE. (Z-274)

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 Lot A, Block 10, Bedford Heights Addition, located at 924 Simpson Terrace, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing for the Pinnacle Group to operate a Community Home/Assisted Living Facility. The subject property is generally located south of Simpson Terrace and west of Shady Brook Drive.

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:

Lot A, Block 10, Bedford Heights Addition, shall be shown as approved by this ordinance.

SECTION 3. That the site plan showing the location of the proposed site layout is approved as a component of this ordinance approval. Any revisions to the property that deviate from the attached hereto shall require an amendment to this ordinance.

SECTION 4. That 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 5. 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 6. That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.

SECTION 7. 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 11th day of August, 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

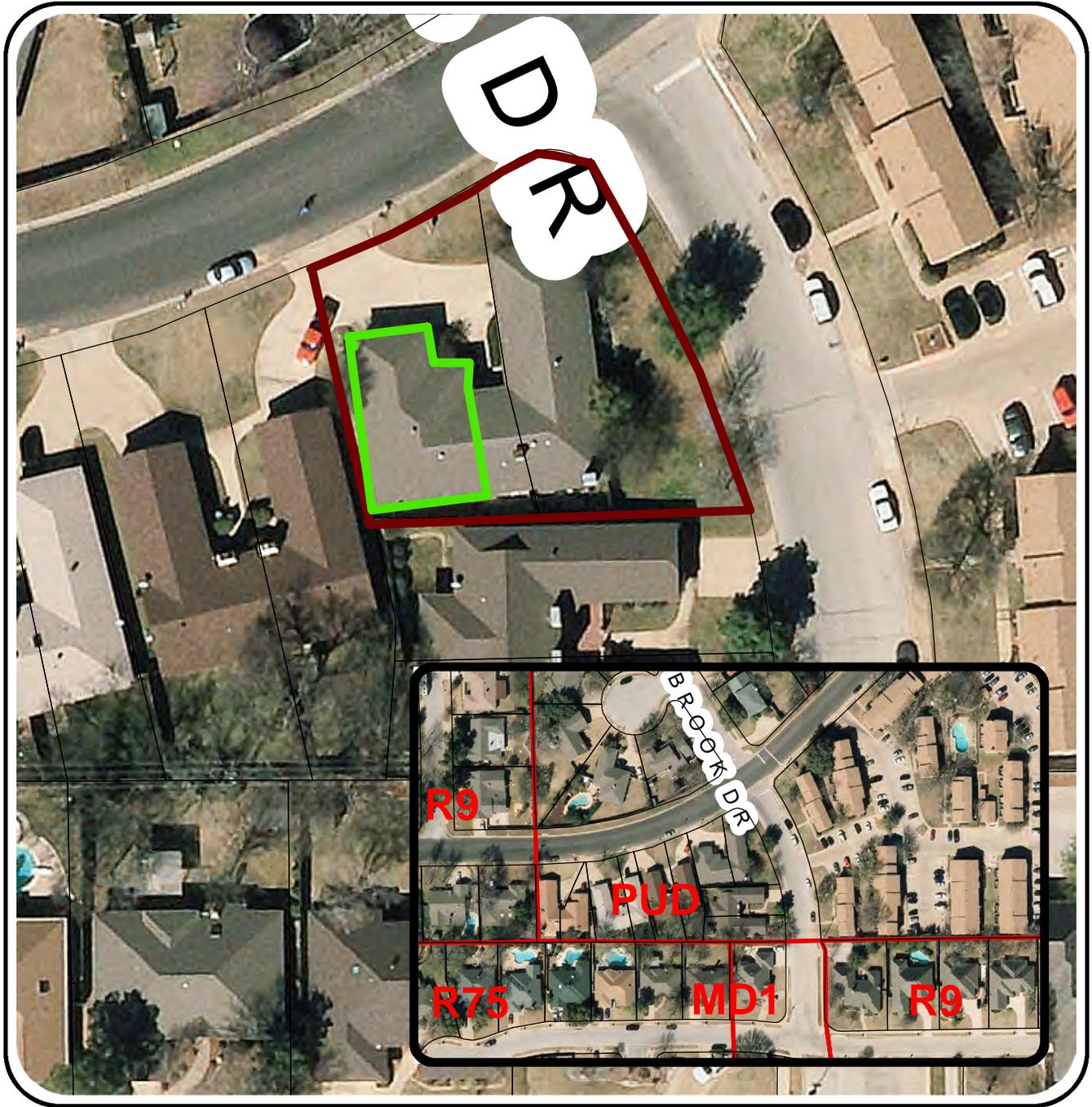
ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Z-274 924 Simpson Terrace
Zoned "PUD" Planned Unit Development



Legend

■ Proposed Property

■ Proposed Community Home/Assisted Living Facility

Applicants Signature of Acknowledgement



ZONING CHANGE
Call 952-2137
for more information
or visit our website
at 952-2137

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JUNE 11, 2015**

APPROVED

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

- 1. Consider approval of the following Planning and Zoning Commission meeting minutes: May 28, 2015 regular meeting**

Motion: Commissioner Culver made a motion to approve the meeting minutes of the May 28, 2015 regular meeting.

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

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

Nays: None

Abstention: Vice Chairman Carlson, Commissioner Davis

Motion approved 5-0-2. Chairman Reese declared the May 28, 2015 meeting minutes approved.

PUBLIC HEARINGS

- 2. Public hearing and consider a request to rezone Lot A, Block 10, Bedford Heights Addition, located at 926 Simpson Terrace, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing for the Pinnacle Group to operate a Community Home/Assisted Living Facility. The subject property is generally located south of Simpson Terrace and west of Shady Brook Drive. (Z-274)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed the continued zoning case Z-274, which was tabled at the May 28, 2015 meeting for the meeting of June 11, 2015.

Julie Sawyer, the applicant and owner of the property, reviewed her intentions in applying for a zoning change for the proposed facility at 924 Simpson Terrace.

Christopher Sawyer, addressed concerns expressed in the previous meeting and reviewed the details of the proposed facility.

Commissioner Henning asked about renovations to the facility. The facility will not be renovated until the first inspection by the Department of Aging and Disability Services to determine what needs exist.

Chairman Reese invited the public to speak – the public hearing was left open as of the previous meeting.

Patricia Nolan, spoke in opposition of the proposed facility, citing concerns about parking.

Elvira Rose spoke in opposition of the proposed facility, citing maintenance of the property.

Pam Stillwell spoke in opposition of the proposed facility, citing parking concerns.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JUNE 11, 2015**

APPROVED

Megan Smith spoke in opposition of the proposed facility, citing care of tenants and neighborhood compatibility.

Chris Sauld spoke in opposition of the proposed facility, citing parking issues and compatibility with the neighborhood.

Joan Hogan spoke in opposition of the proposed project, citing a lack of planning and information.

Janice Tilma expressed concern regarding care of the tenants and planning.

Kevin Harris spoke in opposition of the proposed facility, questioning the effect of the facility of the surrounding community's property values and the zoning.

Mr. Christopher Sawyer responded to the concerns of the public regarding animal issues, parking, medical care and emergency vehicles.

Ms. Sawyer addressed the issue of parking and displayed pictures of parking around the property.

Chairman Reese closed the public hearing at 8:23 p.m.

Motion: Commissioner Sinisi made a motion to deny Zoning Case Z-274.

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

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

Nays: Vice Chairman Carlson, Commissioner Davis

Abstention: None

Motion approved 5-2-0. Chairman Reese recommended denial of zoning case Z-274.

- 3. Public hearing and consider a request to amend Ordinance 15-3122, for Lot A, Block 17-R, Stonegate Addition, located at 1428 Brown Trail, Bedford, Texas. Allowing for Grubbs Auto Properties to amend the approved site plan, so that they may install a wrought iron fence with masonry base and columns along Brown Trail and a portion of Old Kirk Road. The property is generally located south of Old Kirk Road and east of Brown Trail. (Z-277)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case Z-277.

Jim Stephenson, the architect, reviewed the details of the proposed fence.

Chairman Reese opened the public hearing at 8:40 p.m.

Chairman Reese closed the public hearing at 8:41 p.m.

Motion: Commissioner Culver made a motion to approve Zoning Case Z-277.

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



CITY OF
BEDFORD

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

July 24, 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, July 24, 2015.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Monday, July 27, 2015.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, August 11, 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 rezone Lot A, Block 10, Bedford Heights Addition, located at 924 Simpson Terrace, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing for the Pinnacle Group to operate a Community Home/Assisted Living Facility. The subject property is generally located south of Simpson Terrace and west of Shady Brook Drive. (Z-274)

Public hearing and consider an ordinance to amend Ordinance 15-3122, for Lot A, Block 17-R, Stonegate Addition, located at 1428 Brown Trail, Bedford, Texas allowing for Grubbs Auto Properties to amend the approved site plan so that they may install a wrought iron fence with masonry base along Brown Trail and a portion of Old Kirk Road. The property is generally located south of Old Kirk Road and east of Brown Trail. (Z-277)

Public hearing and consider an ordinance to rezone Lot 1, Block 1, Georgetowne Addition, located at 1953 Bedford Road, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(10)g, Animal Hospitals and Clinics for the Care and Temporary Boarding of Domestic Household Pets, Vet Offices, Clinics, the Office and Clinic of a Doctor of Veterinary Medicine, not including outside treatment pens, allowing for Perry Champagne to operate an indoor pet grooming and boarding as well as veterinary services facility. The subject property is generally located north of Bedford Road and west of Barr Drive. (Z-278)

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



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 08/11/15

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

ITEM:

Public hearing and consider an ordinance to amend Ordinance 15-3122, for Lot A, Block 17-R, Stonegate Addition, located at 1428 Brown Trail, Bedford, Texas allowing for Grubbs Auto Properties to amend the approved site plan for the installation of a wrought iron fence with masonry base along Brown Trail and a portion of Old Kirk Road. The property is generally located south of Old Kirk Road and east of Brown Trail. (Z-277)

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Brown Trail to the west, Old Kirk Road to the north, Ravenswood Drive to the east and Golden Hawk Lane to the south, with the lot being undeveloped. The applicant is requesting to amend the approved site plan that would allow for a wrought iron fence with a masonry base to be installed instead of the approved solid masonry fence.

The Planning and Zoning Commission recommended approval of this application at their June 11 2015 meeting by a vote of 7-0-0 with no stipulations.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to amend Ordinance 15-3122, for Lot A, Block 17-R, Stonegate Addition, located at 1428 Brown Trail, Bedford, Texas allowing for Grubbs Auto Properties to amend the approved site plan for the installation of a wrought iron fence with masonry base along Brown Trail and a portion of Old Kirk Road. The property is generally located south of Old Kirk Road and east of Brown Trail. (Z-277)

FISCAL IMPACT:

N/A

ATTACHMENTS:

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

ORDINANCE NO. 15-

AN ORDINANCE TO AMEND ORDINANCE 15-3122, FOR LOT A, BLOCK 17-R, STONEGATE ADDITION, LOCATED AT 1428 BROWN TRAIL, BEDFORD, TEXAS ALLOWING FOR GRUBBS AUTO PROPERTIES TO AMEND THE APPROVED SITE PLAN FOR THE INSTALLATION OF A WROUGHT IRON FENCE WITH MASONRY BASE ALONG BROWN TRAIL AND A PORTION OF OLD KIRK ROAD. THE PROPERTY IS GENERALLY LOCATED SOUTH OF OLD KIRK ROAD AND EAST OF BROWN TRAIL. (Z-277)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that Ordinance 15-3122 be amended for Lot A, Block 17-R, Stonegate Addition, located at 1428 Brown Trail, Bedford, Texas, allowing for Grubbs Auto Properties to amend the approved site plan for the installation of a wrought iron fence with masonry base along Brown Trail and a portion of Old Kirk Road. The property is generally located south of Old Kirk Road and east of Brown Trail.

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:

Lot A, Block 17-R, Stonegate Addition located at 1428 Brown Trail, shown as approved by this ordinance.

SECTION 3. That approval of amending Ordinance 15-3122 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 site 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 11th day of August 2015 by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

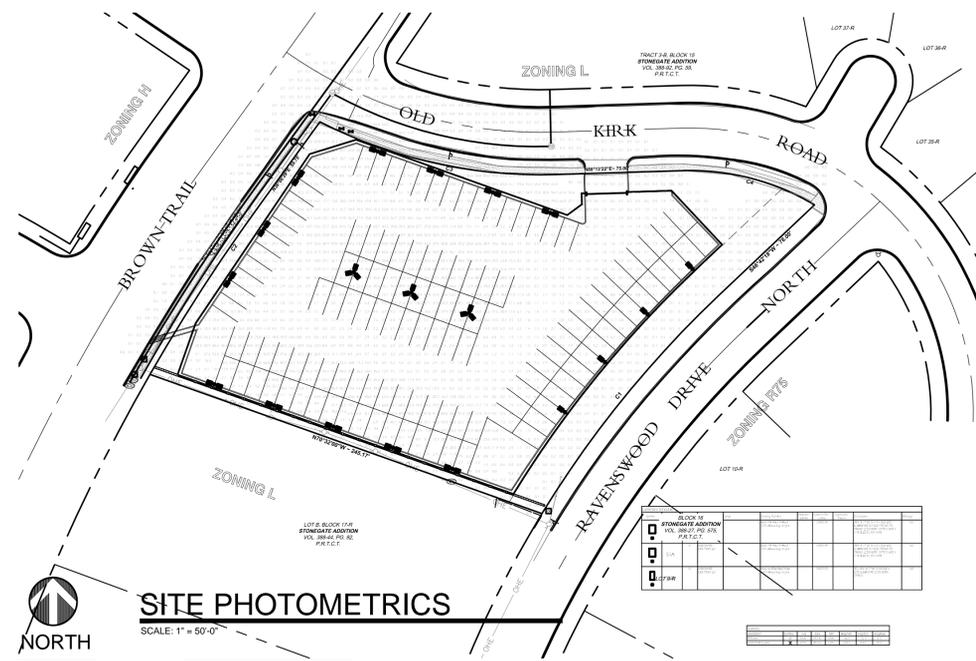
Jim Griffin, Mayor

ATTEST:

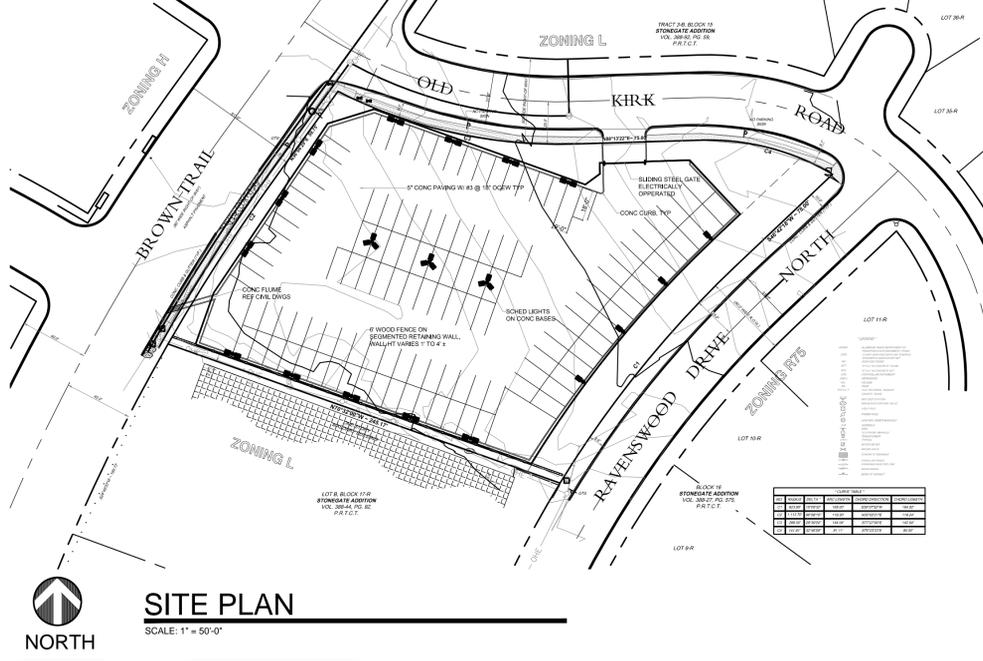
Michael Wells, City Secretary

APPROVED AS TO FORM:

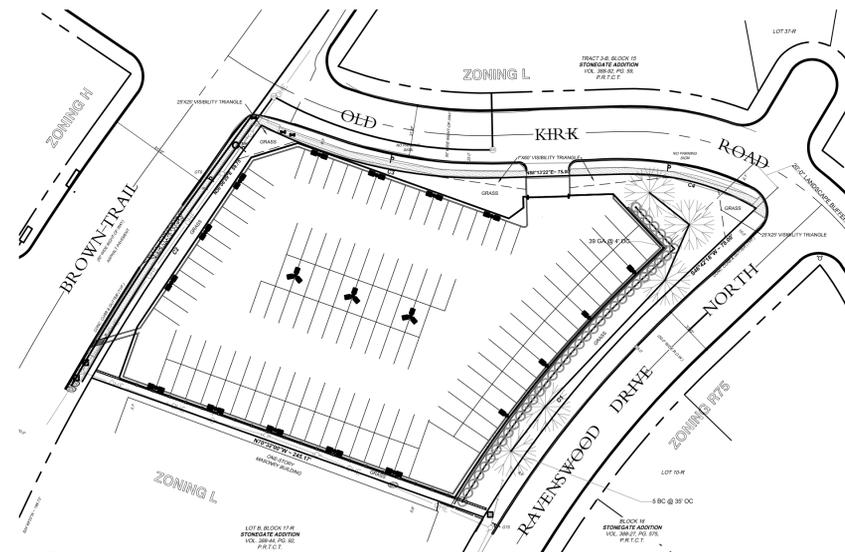
Stan Lowry, City Attorney



SITE PHOTOMETRICS
SCALE: 1" = 50'-0"



SITE PLAN
SCALE: 1" = 50'-0"



LANDSCAPE PLAN
SCALE: 1" = 50'-0"

LANDSCAPE CALCS

SITE AREA	49,633 sf = 1.139 ac
LANDSCAPE REQUIRED @ 20%	9,927 sf
LANDSCAPE PROVIDED	10,849 sf = 21.46 %
LS FRONT YARD REQ @ 40%	3,969 sf
LS FRONT YARD PROVIDED	4,882 sf
INTERVIOUS AREA	38,945 sf

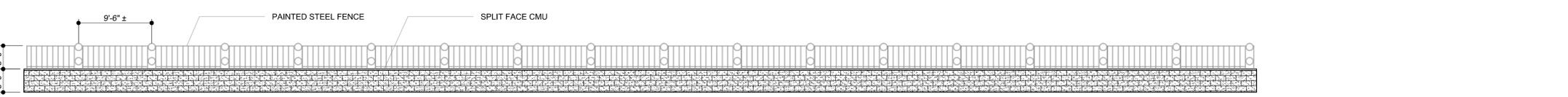
PLANT MATERIAL LIST

Qty	Common Name	Botanical Name	Plant Size
1	Black Cherry	Prunus serotina	min. 3/8" DBH or container
1	Red Cedar	Juniperus horizontalis	min. 3/8" DBH or container

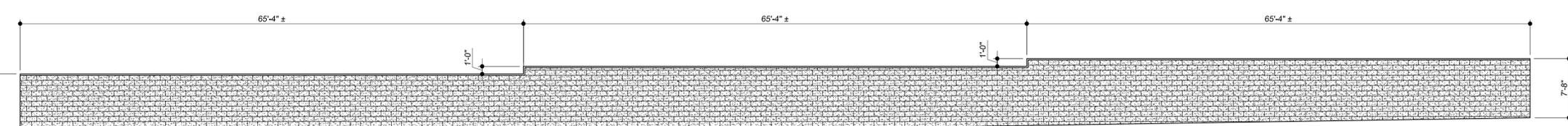
STEEL CURBING TO BE 3/4" x 4" STEEL CURBING PAINTED GREEN.
SPRINKLER AREA TO BE SLOPE DOWNSIDE WITH DRAIN VALVE.

MAINTENANCE PROVISIONS

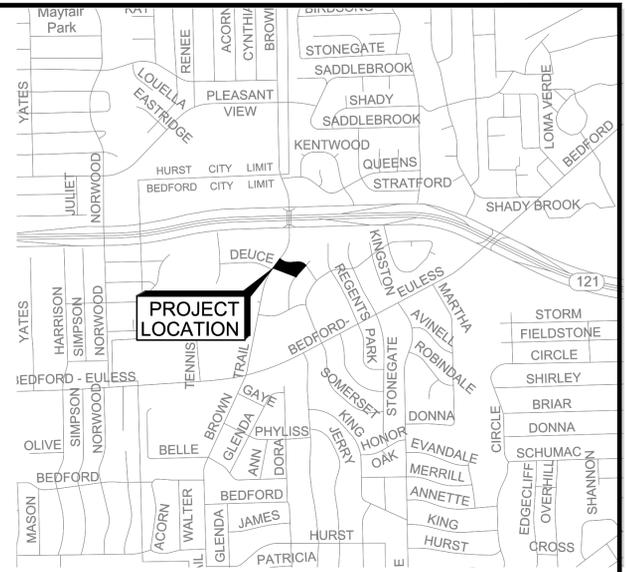
1. All landscaping shall be properly maintained and adequate provisions shall be made for the application of adequate amounts of water to the plants. The City of Bedford will not be responsible for the maintenance of the landscaping.
2. The use of any other material used in any landscaping project shall be subject to the approval of the City of Bedford and shall be subject to the same maintenance provisions as those listed above.
3. Landscaping shall be installed to meet the City of Bedford's standards for landscaping.
4. Landscaping shall be installed to meet the City of Bedford's standards for landscaping.
5. Landscaping shall be installed to meet the City of Bedford's standards for landscaping.



FENCE FACING BROWN TRAIL & OLD KIRK RD
SCALE: 1" = 1'-0"



FENCE FACING RAVENSWOOD DR
SCALE: 1" = 1'-0"



VICINITY MAP
NO SCALE

CASE NAME: GRUBBS NISSAN
LOCATION: BROWN TRAIL & OLD KIRK ROAD
LEGAL DESCRIPTION: LOT A, BLOCK 17R, STONEGATE ADDITION, CITY OF BEDFORD, TARRANT COUNTY, TEXAS

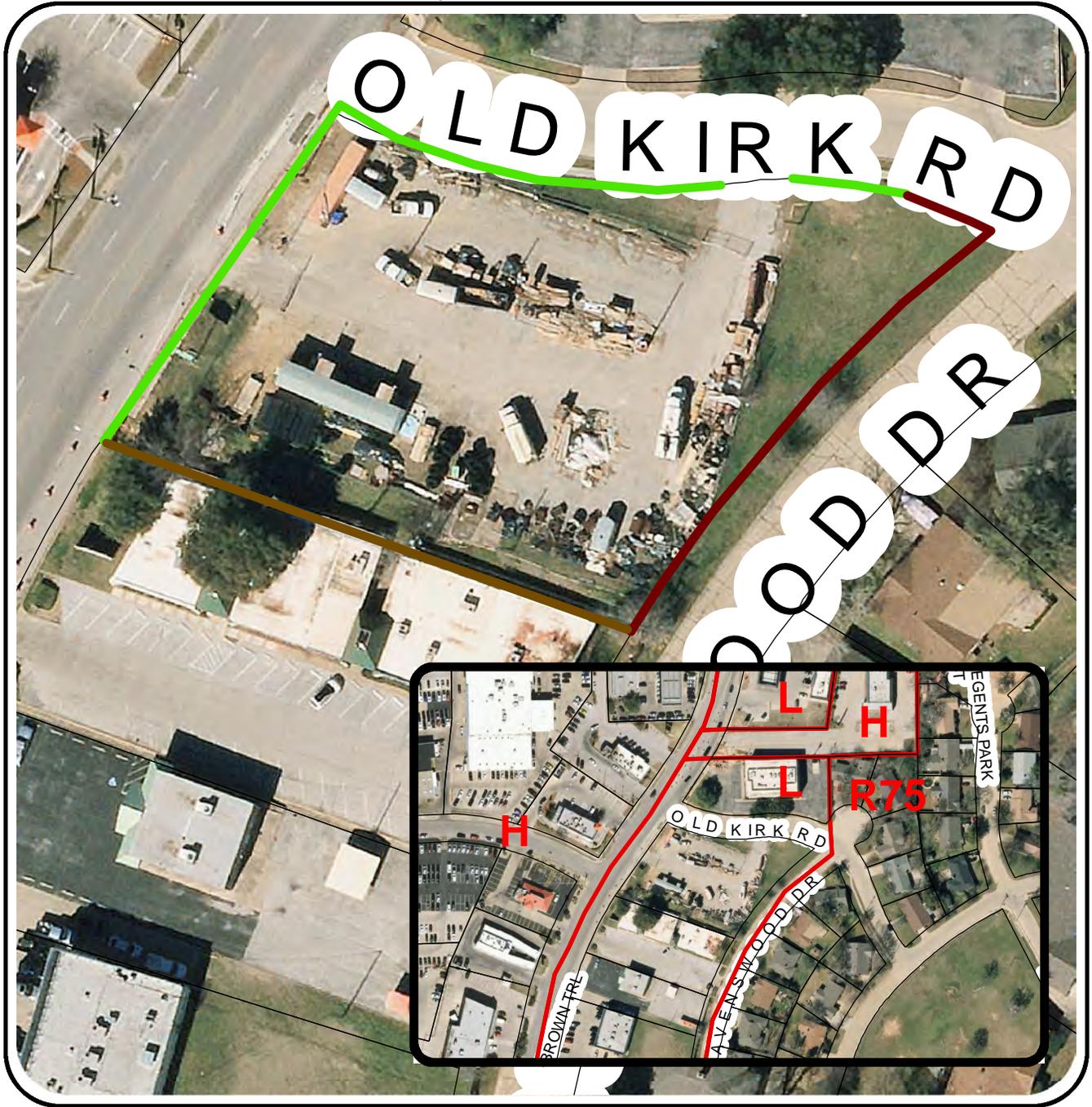
PREPARED BY:
STEPHENSON ARCHITECTS
262 JEFFERSON PARKWAY
FORT WORTH, TEXAS 76107
817.988.7906



DATE: JUNE 2, 2015



Z-277 1428 Brown Trail
Zoned "H/SUP" Heavy Commercial/Specific Use Permit



Legend

-  Proposed Masonry & Wrought Iron Fence
-  Approved Masonry Fence
-  Approved Cedar Fence

Applicants Signature of Acknowledgement



Z-277

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JUNE 11, 2015**

APPROVED

Megan Smith spoke in opposition of the proposed facility, citing care of tenants and neighborhood compatibility.

Chris Sauld spoke in opposition of the proposed facility, citing parking issues and compatibility with the neighborhood.

Joan Hogan spoke in opposition of the proposed project, citing a lack of planning and information.

Janice Tilma expressed concern regarding care of the tenants and planning.

Kevin Harris spoke in opposition of the proposed facility, questioning the effect of the facility of the surrounding community's property values and the zoning.

Mr. Christopher Sawyer responded to the concerns of the public regarding animal issues, parking, medical care and emergency vehicles.

Ms. Sawyer addressed the issue of parking and displayed pictures of parking around the property.

Chairman Reese closed the public hearing at 8:23 p.m.

Motion: Commissioner Sinisi made a motion to deny Zoning Case Z-274.

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

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

Nays: Vice Chairman Carlson, Commissioner Davis

Abstention: None

Motion approved 5-2-0. Chairman Reese recommended denial of zoning case Z-274.

- 3. Public hearing and consider a request to amend Ordinance 15-3122, for Lot A, Block 17-R, Stonegate Addition, located at 1428 Brown Trail, Bedford, Texas. Allowing for Grubbs Auto Properties to amend the approved site plan, so that they may install a wrought iron fence with masonry base and columns along Brown Trail and a portion of Old Kirk Road. The property is generally located south of Old Kirk Road and east of Brown Trail. (Z-277)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case Z-277.

Jim Stephenson, the architect, reviewed the details of the proposed fence.

Chairman Reese opened the public hearing at 8:40 p.m.

Chairman Reese closed the public hearing at 8:41 p.m.

Motion: Commissioner Culver made a motion to approve Zoning Case Z-277.

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

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JUNE 11, 2015**

APPROVED

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

Nays:

Abstention: None

Motion approved 7-0-0. Chairman Reese recommended approval of zoning case Z-277.

ADJOURNMENT

Motion: Commissioner Davis made a motion to adjourn.

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

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

Nays:

Abstention: None

Motion approved 7-0. Chairman Reese adjourned the Planning and Zoning Commission meeting at 8:45 p.m.

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

ATTEST:

**Alexandra Aggor, Coordinator
Planning and Zoning Liaison**



July 24, 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, July 24, 2015.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Monday, July 27, 2015.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, August 11, 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 rezone Lot A, Block 10, Bedford Heights Addition, located at 924 Simpson Terrace, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing for the Pinnacle Group to operate a Community Home/Assisted Living Facility. The subject property is generally located south of Simpson Terrace and west of Shady Brook Drive. (Z-274)

Public hearing and consider an ordinance to amend Ordinance 15-3122, for Lot A, Block 17-R, Stonegate Addition, located at 1428 Brown Trail, Bedford, Texas allowing for Grubbs Auto Properties to amend the approved site plan so that they may install a wrought iron fence with masonry base along Brown Trail and a portion of Old Kirk Road. The property is generally located south of Old Kirk Road and east of Brown Trail. (Z-277)

Public hearing and consider an ordinance to rezone Lot 1, Block 1, Georgetowne Addition, located at 1953 Bedford Road, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(10)g, Animal Hospitals and Clinics for the Care and Temporary Boarding of Domestic Household Pets, Vet Offices, Clinics, the Office and Clinic of a Doctor of Veterinary Medicine, not including outside treatment pens, allowing for Perry Champagne to operate an indoor pet grooming and boarding as well as veterinary services facility. The subject property is generally located north of Bedford Road and west of Barr Drive. (Z-278)

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



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 08/11/15

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

ITEM:

Public hearing and consider an ordinance to rezone Lot 1, Block 1, Georgetowne Addition, located at 1953 Bedford Road, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(10)g, Animal Hospitals and Clinics for the Care and Temporary Boarding of Domestic Household Pets, Vet Offices, Clinics, the Office and Clinic of a Doctor of Veterinary Medicine, not including outside treatment pens, allowing for Perry Champagne to operate an indoor pet grooming, boarding and veterinary services facility. The subject property is generally located north of Bedford Road and west of Barr Drive. (Z-278)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Bedford Road to the south, Barr Drive to the east and Pine Ridge Drive to the west, with the site currently a vacant commercial building. The applicant is requesting a Specific Use Permit (SUP) allowing for Perry Champagne to operate an indoor animal grooming and boarding facility with a veterinary office located at 1953 Bedford Road.

The Planning and Zoning Commission recommended approval of this application at their June 25, 2015 meeting by a vote of 7-0-0, with the stipulations that the SUP goes with the operator Perry Champagne and not the property along with the maximum number of animals not to exceed 15 at any one time.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lot 1, Block 1, Georgetowne Addition, located at 1953 Bedford Road, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(10)g, Animal Hospitals and Clinics for the Care and Temporary Boarding of Domestic Household Pets, Vet Offices, Clinics, the Office and Clinic of a Doctor of Veterinary Medicine, not including outside treatment pens, allowing for Perry Champagne to operate an indoor pet grooming, boarding and veterinary services facility. The subject property is generally located north of Bedford Road and west of Barr Drive. (Z-278)

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 LOT 1, BLOCK 1, GEORGETOWNE ADDITION, LOCATED AT 1953 BEDFORD ROAD, BEDFORD, TEXAS FROM (H) HEAVY COMMERCIAL TO (H/SUP) HEAVY COMMERCIAL/SPECIFIC USE PERMIT, SPECIFIC TO SECTION 3.2.C(10)G, ANIMAL HOSPITALS AND CLINICS FOR THE CARE AND TEMPORARY BOARDING OF DOMESTIC HOUSEHOLD PETS, VET OFFICES, CLINICS, THE OFFICE AND CLINIC OF A DOCTOR OF VETERINARY MEDICINE, NOT INCLUDING OUTSIDE TREATMENT PENS, ALLOWING FOR PERRY CHAMPANGE TO OPERATE AN INDOOR PET GROOMING, BOARDING AND VETERINARY SERVICES FACILITY. THE SUBJECT PROPERTY IS GENERALLY LOCATED NORTH OF BEDFORD ROAD AND WEST OF BARR DRIVE. (Z-278)

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 Lot 1, Block 1, Georgetowne Addition, located at 1953 Bedford Road, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(10)g, Animal Hospitals and Clinics for the Care and Temporary Boarding of Domestic Household Pets, Vet Offices, Clinics, the Office and Clinic of a Doctor of Veterinary Medicine, not including outside treatment pens, allowing for Perry Champange to operate an indoor pet grooming, boarding and veterinary services facility. The subject property is generally located north of Bedford Road and west of Barr Drive.

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:

Lot 1, Block 1, Georgetowne Addition, shall be shown as approved by this ordinance.

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

- 1. That the specific use permit goes with the operator Perry Champange and not the property.**
- 2. That the maximum number of animals not exceed fifteen (15) at any one time.**

SECTION 4. That the site plan showing the location of the proposed site layout is approved as a component of this ordinance approval. Any revisions to the property that deviate from the attached hereto shall require an amendment to this ordinance.

SECTION 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,

ORDINANCE NO. 15-

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.

PRESENTED AND PASSED this 11th day of August, 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

Landscaped area

- Total Area of Property 12,399 SF
- 20% Required to be landscaped (2480 SF)
40% of this required in front (992 SF)
- 44% of Total Area Currently landscaped (5500 SF)

Area landscaped in front (254 SF)

***Remainder of front space is required parking and offers no other area for landscaping**

Shrubbery & Flowers

- Seasonal Flowers & Succulents
- Lorapetalum
- Nandina
- Mountain Laurel
- Pittosporum
- Euyonemous
- Butterfly Bush

Exterior Building Improvements

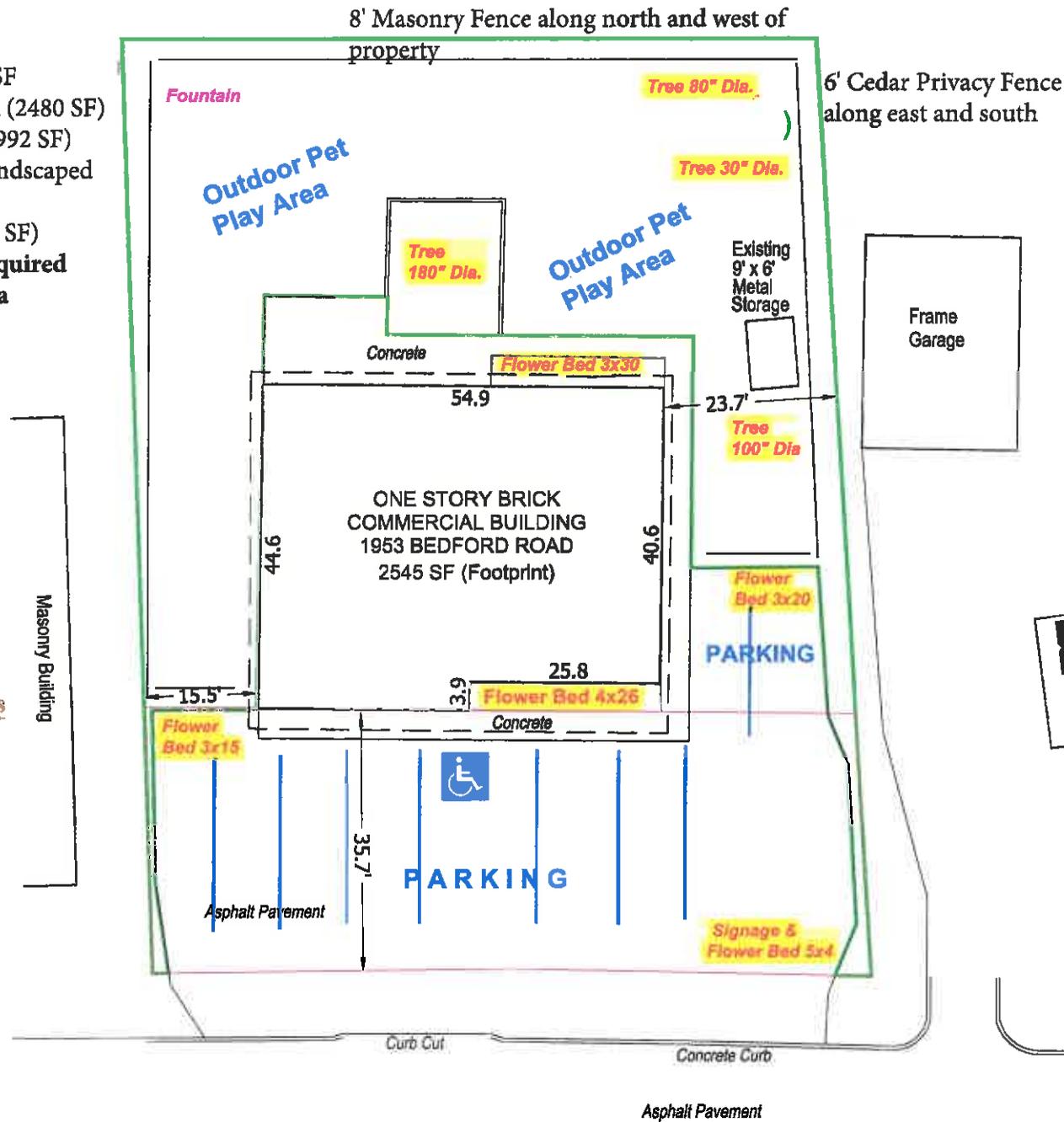
- Replace rotted siding
- New Exterior Paint (Tan)
- New Windows
- Outdoor lighting one standard porch light in back

Hours of Operation

M-F: 7am to 7pm
Sat: 1pm to 5pm
Sun: Closed

Outdoor Playtime:

M-F 8am to 5pm
Sat 1pm to 5pm



B City of Bedford Texas
Development Department
Planning and Zoning
05-13-15A03:39 RCVD

CAMP BEDFORD PET RESORT
1953 BEDFORD ROAD
indoor pet boarding and grooming

Z-278 1953 Bedford Road
Zoned "H" Heavy Commercial



Legend

 Proposed Site

Applicants Signature of Acknowledgement

FOR INFORMATION ONLY
ZONING
CHANGE
CALL 952-2137

Z-278

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JUNE 25, 2015**

APPROVED

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

- 1. Consider approval of the following Planning and Zoning Commission meeting minutes: June 11, 2015 regular meeting**

Motion: Commissioner Culver made a motion to approve the meeting minutes of the June 11, 2015 regular meeting.

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

Ayes: Commissioners Culver, Sinisi, Stroope, Chairman Reese, Vice Chairman Carlson, Davis
Nays: None
Abstention: Commissioner Hall

Motion approved 6-0-1. Chairman Reese declared the June 11, 2015 meeting minutes approved.

PUBLIC HEARINGS

- 2. Public hearing and consider a request to rezone Lot 1, Block 1, Georgetowne Addition, located at 1953 Bedford Road, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(10)g, Animal hospitals and clinics for the care and temporary boarding of domestic household pets, vet offices, clinics, the office and clinic of a doctor of veterinary medicine, not including outside treatment pens, allowing for Perry Champagne to operate an indoor pet grooming and boarding as well as veterinary services facility. The subject property is generally located north of Bedford Road and west of Barr Drive. (Z-278)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case Z-278.

Rhonda Hendricks, the petitioner for the case, spoke in favor of the proposed boarding facility.

The facility will hold a maximum of 15 boarders. A licensed veterinarian will service vaccinations for pets once a month. A groomer will service pets at the facility every other Saturday. The groomer and veterinarian would occupy a designated room and would not perform services on the same day.

The back of the building line to the masonry fence in the back of the property is 20 feet long.

Chairman Reese opened the public hearing at 7:25 p.m.

Linda Warnerdam, spoke in opposition of the proposed dog boarding facility.

Theresa Williams asked a question regarding the language used in the Code of Ordinances.

Beverly Loose expressed concerns regarding odor from the dogs and resale value of the residential community.

Ms. Warnerdam addressed the subject of the pest control service nearby, posed from the Commission.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JUNE 25, 2015**

APPROVED

Chairman Reese closed the public hearing at 7:44 p.m.

Chairman Reese reopened the public hearing at 7:44 p.m. to allow the petitioner to rebuttal.

Rhonda Hendricks, on behalf of the applicant, addressed the concerns of the public including odor, drainage, noise,

Chairman Reese closed the public hearing at 7:50 p.m.

Motion: Commissioner Hall made a motion to approve Zoning Case Z-278 with the stipulation that the maximum number of animals not exceed 15 and that the SUP is connected to the owner and not the property.

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

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

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Reese recommended approval of zoning case Z-278.

ADJOURNMENT

Motion: Commissioner Sinisi made a motion to adjourn.

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

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

Nays: None

Abstention: None

Motion approved 7-0. Chairman Reese adjourned the Planning and Zoning Commission meeting at 8:05 p.m.

SECOND WORK SESSION

Chairman Reese opened the Work Session at 8:05 p.m. and the Commission and Staff discussed items.

Chairman Reese adjourned the Work Session at 8:24 p.m.

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

ATTEST:

**Alexandra Aggor, Coordinator
Planning and Zoning Liaison**



CITY OF
BEDFORD

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

July 24, 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, July 24, 2015.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Monday, July 27, 2015.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, August 11, 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 rezone Lot A, Block 10, Bedford Heights Addition, located at 924 Simpson Terrace, Bedford, Texas from Planned Unit Development (PUD) to Amended Planned Unit Development (PUD), allowing for the Pinnacle Group to operate a Community Home/Assisted Living Facility. The subject property is generally located south of Simpson Terrace and west of Shady Brook Drive. (Z-274)

Public hearing and consider an ordinance to amend Ordinance 15-3122, for Lot A, Block 17-R, Stonegate Addition, located at 1428 Brown Trail, Bedford, Texas allowing for Grubbs Auto Properties to amend the approved site plan so that they may install a wrought iron fence with masonry base along Brown Trail and a portion of Old Kirk Road. The property is generally located south of Old Kirk Road and east of Brown Trail. (Z-277)

Public hearing and consider an ordinance to rezone Lot 1, Block 1, Georgetowne Addition, located at 1953 Bedford Road, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(10)g, Animal Hospitals and Clinics for the Care and Temporary Boarding of Domestic Household Pets, Vet Offices, Clinics, the Office and Clinic of a Doctor of Veterinary Medicine, not including outside treatment pens, allowing for Perry Champagne to operate an indoor pet grooming and boarding as well as veterinary services facility. The subject property is generally located north of Bedford Road and west of Barr Drive. (Z-278)

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



Council Agenda Background

PRESENTER: Clifford Blackwell, CGFO, Director of Administrative Services

DATE: 08/11/15

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

ITEM:

Receive the 2015 Ad Valorem Tax Roll from the Tarrant Appraisal District as certified by the Chief Appraiser, Jeff Law.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Section 26.04 of the Texas Tax Code requires the appraisal roll for a taxing unit be submitted to the governing body each year by August 1, or as soon thereafter as practicable. This information shall include the total appraised, assessed, and taxable values for all properties within the City of Bedford's jurisdiction. In addition, this information includes the total taxable value of new property that did not exist on the previous year's tax roll.

The attached information has been supplied by the Tarrant Appraisal District and certified by its Chief Appraiser, Jeff Law. It reflects the taxable values of all properties on the City of Bedford tax roll as of July 25, 2015.

The information from this certified roll will be used to calculate the property tax revenues in the Fiscal Year 2015-2016 proposed budget.

RECOMMENDATION:

No action necessary – for City Council information only.

FISCAL IMPACT:

N/A

ATTACHMENTS:

2015 Certified Appraisal Roll Valuation Summary
2015 Appraisal Review Board
2015 Incomplete Property Information
Supporting documentation



Jeff Law
Executive Director
Chief Appraiser

July 22, 2015

To: Tarrant County Taxing Entities

From: Jeff Law

A handwritten signature in black ink, appearing to read "Jeff Law", is written over the printed name.

Subject: July 2015 Certified Roll

Please find attached the 2015 July certified appraisal roll. State law requires that I provide this report of value to each taxing entity on or around July 25th of each calendar year.

The attached report will show the value we are able to certify for the 2015 tax year along with any accounts that remain under protest and any known accounts that are incomplete or are in a "need review" status. While we are certifying this year's roll from a new software system, the District has worked diligently with our software provider, Thomson Reuters, to ensure the accuracy of the data provided.

The District replaced its 30 year old legacy system with a more modern up to date software program. As a result, reporting is different and we are striving to make sure the new reports and data meet the expectations of our intended users. We will continue to review the processes, data, and roll products to make enhancements and improvements as we go forward.

You may notice the number of protests and values associated with those protests are much lower than in years past. I am very pleased with the TAD staff who worked hard to process and handle these protests in the most efficient manner. I am also very pleased with the work of the Appraisal Review Board. The staff and review board did a great job at resolving as many protests as possible before certification.

We appreciate everyone's patience during this time of adjustment and look forward to working with you throughout this year and the years to come.



Jeff Law, Chief Appraiser

002 CITY OF BEDFORD

**Appraisal Roll Information Valuation Summary as of July 25, 2015
2015 Certified Property Information**

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

APPRAISED VALUE (Considers Value Caps) -----> **3,657,735,043**

Absolute Exemptions	258,158,149
Cases Before ARB	45,771,603
Incompletes	83,600,716
Exemptions	193,052,382

(See Totals report for breakdown of each Exemption)

NET TAXABLE VALUE -----> **3,077,152,193**

Appraised Value minus Exemptions amount, minus Cases Before ARB amount, minus Incompletes, equals the Net Taxable Value.

ESTIMATED NET TAXABLE VALUE -----> **3,192,632,438**

Including suggested values to be used for pending ARB accounts (see page two) and Incompletes (see page three).



Jeff Law, Chief Appraiser



Jeff Law, Chief Appraiser

002 CITY OF BEDFORD

Appraisal Roll Information Valuation Summary as of July 25, 2015

2015 Appraisal Review Board Information

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

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

45,771,603

Total appraised value of properties under protest.

45,621,603

Net taxable value of properties under protest.

31,935,122

Estimated minimum taxable value for the same properties. This value should be added to the net taxable value on page one.



002 CITY OF BEDFORD

Appraisal Roll Information Valuation Summary as of July 25, 2015

2015 Incomplete Property Information

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

The values below are from the incomplete property listing and are not included in the totals provided by the Chief Appraiser and represented on page 1 of this report.

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

83,600,716

Total appraised value of incomplete properties

83,545,123

Estimated net taxable value of incomplete properties.

**This value should be added to the net
taxable value on page one.**



Tarrant Appraisal District
CITY OF BEDFORD 002
Totals for Roll Instance July Roll - 220
2015

Value Detail	Market	Appraised	Counts	Taxable
Real Estate Residential	2,241,448,082	2,218,334,847	13,912	2,022,512,632
Real Estate Commercial	1,266,113,975	1,266,113,975	822	1,011,740,829
Real Estate Industrial	4,738,220	4,738,220	3	4,738,220
Personal Property Commercial	166,701,135	166,701,135	1,281	165,498,872
Personal Property Industrial	1,787,623	1,787,623	5	1,787,623
Mineral Lease Properties	59,040	59,040	1,872	40,540
Agricultural Properties	189,042	203	1	203
Total Value	3,681,037,117	3,657,735,043	17,896	3,206,318,919
Pending Detail	Market	Appraised	Counts	Taxable
Cases Before ARB	45,924,067	45,771,603	56	45,621,603
Incomplete Accounts	83,600,716	83,600,716	662	83,545,123
Certified Value	3,551,512,334	3,528,362,724	17,178	3,077,152,193

Exemption Detail	Market	Exempt	Counts	Appraised
Absolute Public	106,749,483	106,749,483	262	106,749,483
Absolute Charitable	74,245,997	74,245,997	27	74,245,997
Absolute Miscellaneous	0	0	0	0
Absolute Religious & Private Schools	77,162,669	77,162,669	50	77,162,669
Indigent Housing	0	0	0	0
Nominal Value	18,040	18,040	1,761	18,040
Disabled Vet 10-29%	7,691,309	220,000	44	7,572,627
Disabled Vet 30-49%	2,920,789	127,500	17	2,892,570
Disabled Vet 50-69%	3,189,504	190,000	19	3,175,087
Disabled Vet 70-99%	28,569,445	2,088,000	175	28,204,693
Disabled Vet 100%	10,481,833	8,368,774	57	10,365,774
Surviving Spouse Disabled Vet 100%	267,500	64,600	2	267,500
Donated Disabled Vet	0	0	0	0
Surviving Spouse Donated Disabled Vet	0	0	0	0
Surviving Spouse KIA Armed Service Member	0	0	0	0
Transfer Base Value for SS Disable Vet	140,900	136,000	1	140,900
Inventory	0	0	0	0
Homestead State Mandated-General	0	0	0	0
Homestead State Mandated-Over 65	0	0	0	0
Homestead State Mandated-Disabled Person	0	0	0	0
Homestead Local Option-General	0	0	0	0
Homestead Local Option-Over 65	613,626,598	181,839,216	3,675	606,254,077
Homestead Local Option-Disabled Person	0	0	0	0
Solar & Wind Powered Devices	0	0	0	0
Pollution control	164,287	252	1	164,287
Community Housing Development	0	0	0	0
Abatements	0	0	0	0
Historic Sites	0	0	0	0
Foreign Trade Zone	0	0	0	0
Misc Personal Property (Vehicles, etc.)	0	0	0	0
Total Exemptions		451,210,531	6,091	

Deferrals	Market	Deferred	Counts	Appraised
Ag Deferrals	189,042	188,839	1	203
Scenic Deferrals	0	0	0	0
Public Access Airports	0	0	0	0
Other Deferrals	0	0	0	0
Total Deferrals	189,042	188,839	1	203

New Exemptions	Market	Exempt	Counts	Appraised
Absolute Public	0	0	0	0
Absolute Charitable	0	0	0	0
Absolute Miscellaneous	0	0	0	0
Absolute Religious & Private Schools	0	0	0	0
Indigent Housing	0	0	0	0
Nominal Value	0	0	0	0
Disabled Vet 10-29%	242,300	5,000	1	242,300
Disabled Vet 30-49%	104,700	7,500	1	104,700
Disabled Vet 50-69%	128,300	10,000	1	128,300
Disabled Vet 70-99%	2,016,137	132,000	11	2,016,137
Disabled Vet 100%	1,170,869	1,022,869	5	1,170,869
Surviving Spouse Disabled Vet 100%	0	0	0	0
Donated Disabled Vet	0	0	0	0
Surviving Spouse Donated Disabled Vet	0	0	0	0
Surviving Spouse KIA Armed Service Member	0	0	0	0
Transfer Base Value for SS Disable Vet	0	0	0	0
Inventory	0	0	0	0
Homestead State Mandated-General	0	0	0	0
Homestead State Mandated-Over 65	0	0	0	0
Homestead State Mandated-Disabled Person	0	0	0	0
Homestead Local Option-General	0	0	0	0
Homestead Local Option-Over 65	14,935,371	3,942,775	80	14,825,597
Homestead Local Option-Disabled Person	0	0	0	0
Solar & Wind Powered Devices	0	0	0	0
Pollution control	0	0	0	0
Community Housing Development	0	0	0	0
Abatements	0	0	0	0
Historic Sites	0	0	0	0
Foreign Trade Zone	0	0	0	0
Misc Personal Property (Vehicles, etc.)	0	0	0	0
Total New Exemptions		5,120,144	99	

New Construction	Market	New Value	Counts	Taxable
All Real Estate	15,278,603	7,907,914	42	14,430,050
New business in new improvement	0	0	0	0
Total New Construction	15,278,603	7,907,914	42	14,430,050
New Construction in Residential	9,006,618	5,423,352	37	8,158,065
New Construction in Commercial	6,271,985	2,484,562	5	6,271,985
	Market	Appraised	Counts	Taxable
Annexation	0	0	0	0
Deannexation	0	0	0	0

Tax Ceiling	Market	Taxable	Counts	Ceiling Amount
Over 65	613,502,815	418,059,206	3,672	1,708,596.00
Disable Person	21,577,438	20,185,756	145	88,953.00
Total Ceilings	635,080,253	438,244,962	3,817	1,797,549.00
New Over 65 Ceilings	248,053	0	1	0.00
New Disabled Person Ceilings	0	0	0	0.00
Capped Accounts	Market	Cap Loss	Counts	Appraised
Cap Total	273,637,705	22,960,771	1,244	250,676,934
New Cap this Year	1,661,494	109,774	7	1,551,720
All Exemptions by Group	Market	Exempt	Counts	Appraised
Residential	633,867,805	195,672,215	3,860	626,294,495
Commercial	255,683,851	255,519,816	257	255,683,851
Industrial	0	0	0	0
Mineral Lease	18,500	18,500	1,763	18,500
Agricultural	0	0	0	0
ExemptionTotal	889,570,156	451,210,531	5,880	881,996,846
	Market	Exempt	Counts	Appraised
Prorated Absolute	0	0	0	0
Multi-Prorated Absolute	0	0	0	0
		Current Taxable	Counts	Appraised
Value Loss - 25.25(d)		0	0	0
	Average Market	Average Appraised	Counts	Average Taxable
Averages for Value Single Family	167,497	165,744	12,982	151,264



Council Agenda Background

<u>PRESENTER:</u> Clifford Blackwell, CGFO, Director of Administrative Services		<u>DATE:</u> 08/11/15
Council Mission Area: Be responsive to the needs of the community.		
<u>ITEM:</u> Receive the certified anticipated collection rate from the Tarrant County Tax Assessor Collector for the City of Bedford, Texas. City Attorney Review: N/A City Manager Review: _____		
<u>DISCUSSION:</u> Section 26.04 of Texas Property Tax Code requires the Tax Collector to certify the anticipated collection rate for the current year. Ron Wright, Tarrant County Tax Assessor-Collector, has certified the anticipated collection rate for the City of Bedford at 100%. If the projection is less than 100% and the sum of taxes collected exceeds the amount the collector estimated would be collected for the preceding year, the collector must determine the amount of excess debt taxes collected. When calculating the debt rate for the next year, the rate must be adjusted to compensate for the inaccurate prediction. If the prediction is greater than 100%, then 100% is used and no adjustment is necessary.		
<u>RECOMMENDATION:</u> No action necessary - for City Council information only.		
<u>FISCAL IMPACT:</u> N/A	<u>ATTACHMENTS:</u> Certified letter from the Tarrant County Tax Assessor Collector	



TARRANT COUNTY TAX OFFICE

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

Ron Wright
Tax Assessor-Collector

July 31, 2015

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

Re: Certified Estimate of Anticipated Collection Rate for Tax Year 2015

Dear Mr Blackwell:

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

The anticipated collection rate for your entity for tax year 2015 is 100.00%.

If the actual collection rate for 2014 exceeded the anticipated rate for that year, the collector must also certify the amount of debt taxes collected in excess of the anticipated rate. When calculating the debt rate for 2015 the rate must be adjusted to compensate for excess debt collections in 2014.

Your excess debt collection for the 2014 tax year is \$0.00.

I am also including a form on which you should report your tax year 2015 tax rates and exemptions. Please return this completed form to the Tarrant County tax office by September 16, 2015. If you are unable to set your tax rate before this date please provide the information as soon as it is available.

If I may be of further assistance to you, please call me at (817) 884-1106 or come by my office in the Administration Building – Room 105.

Sincerely,

Ron Wright

Ron Wright, PCC
Tarrant County Tax Assessor-Collector



Council Agenda Background

PRESENTER: Meg Jakubik, C.G.F.O., Assistant to the City Manager

DATE: 08/11/14

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

ITEM:

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

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The tax rate used to propose funding for the FY 2015-2016 budget as presented is \$0.494830 per \$100 assessed valuation.

Definitions:

Effective Tax Rate: The tax rate that will generate the same amount of tax revenue as the previous year from the same property. This rate serves as the benchmark from which all Truth-in-Taxation requirements are measured. The effective rate for FY 2015-2016 is \$0.483491 per \$100 valuation.

Effective Maintenance & Operations (M&O) Rate: The tax rate that will generate the same amount of tax revenue for maintenance and operations as the previous year. The effective M&O rate (prior to the sales tax rate adjustment) for FY 2015-2016 is \$0.400929. The effective operating rate after the sales tax rate adjustment of \$0.117041 is \$0.283888.

Rollback Tax Rate: The maximum tax rate the City may adopt without initiating the possibility of a rollback election. The rollback tax rate for FY 2015-2016 is \$0.508527.

Debt Tax Rate: The rate required to generate revenue to meet debt service requirements, which is unlimited in terms of calculating the rollback rate. The debt tax rate for FY 2015-2016 is \$0.195498.

Maximum Public Hearing Rate: The effective tax rate or the rollback rate, whichever is less. The calculated maximum public hearing rate for FY 2015-2016 is \$0.483491, which is equal to the effective tax rate.

It is necessary at this time for the City Council to vote on the maximum tax rate that would be considered for implementation of the FY 2015-2016 budget. The City Council is not actually setting a tax rate at this time. The purpose of this vote is to establish the upper threshold for the tax rate that the City Council will consider when an actual vote is required on September 8, 2015. At that time, the City Council may consider any rate up to the amount that is approved at this time, but may not exceed that rate.

IN SUMMARY:

2014-2015 Adopted Tax Rate: \$0.494830 / \$100 AV

2015-2016 Effective Tax Rate: \$0.483491 / \$100 AV

Maximum public hearing rate: \$0.483491 / \$100 AV

The rate used to project the property tax revenues presented in the FY 2015-2016 budget is:
\$0.494830 per \$100 assessed valuation

Should the City Council vote to consider a tax rate greater than \$0.483491, two public hearings will be required, and they must be at least three days apart (per section 26.06 of the Tax Code). In order to meet the publication and scheduling requirements in both the City Charter and the Truth-in-Taxation laws, the recommended dates for the public hearings are the following:

- Tuesday, August 25, 2015
- Tuesday, September 1, 2015

The actual vote on the tax rate will take place on Tuesday, September 8, 2015.

RECOMMENDATION:

Staff recommends the following motion:

Consider a tax rate of \$0._____ per \$100 assessed valuation to be voted on the September 8, 2015 agenda, and schedule a public hearing to discuss the tax rate on Tuesday, August 25, 2015 at 6:30 p.m. at Bedford City Hall and a second public hearing to discuss the tax rate on Tuesday, September 1, 2015 at 6:30 p.m. at Bedford City Hall.

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Meg Jakubik, C.G.F.O., Assistant to the City Manager

DATE: 08/11/15

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

ITEM:

Call a public hearing on the proposed FY 2015-2016 budget to be held on August 25, 2015 at 6:30 p.m. in the City Hall Council Chambers.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Section 4.05 of the City Charter states that the City Council shall determine the place and time of the public hearing on the budget.

In order to meet the appropriate timeline to approve the budget and tax rate for submittal to Tarrant County, it is recommended that the City Council call the public hearing on the proposed FY 2015-2016 budget for August 25, 2015 at 6:30 p.m.

RECOMMENDATION:

Staff recommends the following motion:

Call a public hearing on the proposed FY 2015-2016 budget to be held on August 25, 2015 at 6:30 p.m. in the City Hall Council Chambers.

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER:

Jill McAdams, *SPHR*
Human Resources Director
Lisa Mizell, Marcia Zimmerman Principals
Benefits Seminars Plus

DATE: 08/11/15

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contractual agreement for employee dental, health and life and accidental death and dismemberment insurance benefits with CIGNA.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City's contracts for health, dental and life and accidental death and dismemberment insurance with CIGNA expire on September 30, 2015. As a result, the City, utilizing benefit consultants Benefit Seminars Plus, went out to bid for these insurance products. Bids were received in May 2015. Bidding organizations were asked to provide a bid for a minimum of a 12-month contract period with an expiration date of September 30, 2016.

In the Request for Proposal (RFP) process for health insurance, the City requested bids for the current High Deductible Health Plans (HDHP), a Preferred Provider Organization (PPO) plan and a HDHP with a reduced network. The City received five bids for medical insurance, including the current carrier, CIGNA. The attached spreadsheet titled "City of Bedford Health Insurance Comparison 2015" contains the renewal rates. The United Healthcare bid was a 31.9% increase over the current rates, Blue Cross Blue Shield was 32.7% over the current rates, TML's quote was 40.8% over the current premium, Aetna was 6.4% over the current premiums and CIGNA ultimately came in 2.43% over the current premiums.

The CIGNA quote takes into account that the Base Plan network of providers is changed from the Open Access Plus (OAP) network to the Local Plus network. The Local Plus network is a network with a slightly reduced listing of providers. After reviewing the insurance networks being considered, employees were asked to complete a survey indicating if their doctors were on the network. Employees were also asked if they had an interest in "buying up" to stay in the current network of providers. There were 99 employees that responded to the survey. Of those, 52.53% (52) of the employees indicated that their primary care physician was on the reduced network plan, 28.28% (28) of those indicated that their primary care physician was not on the reduced network and 19.19% (19) indicated that they do not have a primary care physician. Of the 99 employees who responded, 16.16% (16) indicated that their specialists were in the reduced network plan, 19.19% (19) indicated that some, but not all specialists were in the reduced network, 25.25% (25) indicated that their specialists were not in the network and 39.39% (39) said they did not have a specialist.

The current Open Access Plus (OAP) and PPO networks would be available to employees to purchase as a buy up option.

The attached spreadsheet titled "City of Bedford Health Insurance Comparison 2015," contains a breakdown of the proposed insurance premium rates for the employees and the City. As indicated in this spreadsheet, the City's contributions across all plans would remain flat, ensuring that all employees receive the same benefit dollars from the City.

In reviewing the dental insurance bids, the City received three bids. Of the three, CIGNA offered the best renewal rate of the current plan (Freedom of Choice) with a 10.46% (\$12,001.08) increase over the current premium. Aenta's quote came in at 28.81% higher than the current premium and United Concordia's quote came in at a -1.62% (\$1,853.88 savings.) However, the plan design was slightly different in co-pays on the DMO side of the plan and did not offer adult orthodontics on the PPO side of the plan. The savings were not significant enough to move employees and their dependents off the CIGNA plan. See the spreadsheet "City of Bedford Dental Comparison 2015" for quote information. The City will absorb the dental increases for employees.

The Life and Accidental Death & Dismemberment bid received three quotes including the current carrier CIGNA. The CIGNA quote remained flat with no increase. The Aetna quote came in \$14,556.11 higher than the current premium and the Voya quote came in \$29,664.45 over the current premium. See the spreadsheet "2015 Life and Disability Comparison" for details.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contractual agreement for employee dental, health and accidental death and dismemberment benefits with CIGNA.

FISCAL IMPACT:

The proposed budget for FY 2015/2016 will include funding for health, dental and life and accidental death and dismemberment insurance.

ATTACHMENTS:

Resolution
Health Insurance Comparison 2015
Dental Comparison 2015
Life and AD&D Comparison 2015
Employee Medical Survey 2015 Results

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACTUAL AGREEMENT FOR EMPLOYEE DENTAL, HEALTH AND LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFITS WITH CIGNA.

WHEREAS, the City of Bedford provides medical and dental insurance benefits for all eligible employees; and,

WHEREAS, the current contracts for Dental, Medical and Life and Accidental Death and Dismemberment insurance benefits will expire on September 30, 2015; and,

WHEREAS, the City of Bedford has received bids for medical and dental insurance benefits and has evaluated all options; and,

WHEREAS, the City Council of Bedford, Texas has determined that CIGNA should provide the City's employee dental, medical and life and accidental death and dismemberment insurance.

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 City Manager to enter into a contractual agreement with CIGNA for provision of employee dental insurance benefits for the period of October 1, 2015 to September 30, 2016.

SECTION 3. That the City Council does hereby authorize the City Manager to enter into a contractual agreement with CIGNA for provision of employee health insurance benefits for the period of October 1, 2015 to September 30, 2016.

SECTION 4. That the City Council does hereby authorize the City Manager to enter into a contractual agreement with CIGNA for provision of employee life and accidental death and dismemberment insurance benefits for the period of October 1, 2015 to September 30, 2016.

PRESENTED AND PASSED this 11th day of August 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

RESOLUTION NO. 15-

APPROVED AS TO FORM:

Stan Lowry, City Attorney

City of Bedford Health Insurance Comparison 2015

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Provider	CIGNA			CIGNA - Renewal			CIGNA - Renewal Revised			CIGNA - Renewal Revised		
2	Plan Type	\$2500 H S A	\$1500 H S A	PPO	\$2500 H S A	\$1500 H S A	PPO	\$2500 H S A	\$1500 H S A	PPO	LOCAL PLUS \$2500 H S A	\$1500 H S A	PPO
3	Family Collective Deductible	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No
4	Deductible (In Net/Out of Net)	\$2500/5000	\$1500/3000	\$1000/2000	\$2500/5000	\$1500/3000	\$1000/2000	\$2500/5000	\$1500/3000	\$1000/2000	\$2500/5000	\$1500/3000	\$1000/2000
5	Family Deductible	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X
6	Deductible Carry Forward	No	No	No	No	No	No	No	No	No	No	No	No
7	Out of Pocket (Including Ded)	\$5000/15000	\$3500/12000	\$3500/10500	\$5000/15000	\$3500/12000	\$3500/10500	\$5000/15000	\$3500/12000	\$3500/10500	\$5000/15000	\$3500/12000	\$3500/10500
8	Family Out of Pocket	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X
9	Coinsurance	80/60%	80/60%	80/50%	80/60%	80/60%	80/50%	80/60%	80/60%	80/50%	80/60%	80/60%	80/50%
10	PCP Office Visit Co-pay	NA	NA	\$30	NA	NA	\$30	NA	NA	\$30	NA	NA	\$30
11	Specialist Copay	NA	NA	\$50	NA	NA	\$50	NA	NA	\$50	NA	NA	\$50
12	Preventive Care	\$0/Ded+40%	\$0/Ded+40%	\$0/Ded+50%	\$0/Ded+40%	\$0/Ded+40%	\$0/Ded+50%	\$0/Ded+40%	\$0/Ded+40%	\$0/Ded+50%	\$0/Ded+40%	\$0/Ded+40%	\$0/Ded+50%
13	Lab & X Ray (Diagnostic)	Ded+20/40%	Ded+20/40%	\$0/Ded+50%	Ded+20/40%	Ded+20/40%	\$0/Ded+50%	Ded+20/40%	Ded+20/40%	\$0/Ded+50%	Ded+20/40%	Ded+20/40%	\$0/Ded+50%
14	Inpatient Hospital	Ded+20/40%	Ded+20/40%	Ded+20/50%	Ded+20/40%	Ded+20/40%	Ded+20/50%	Ded+20/40%	Ded+20/40%	Ded+20/50%	Ded+20/40%	Ded+20/40%	Ded+20/50%
15	Hospital Deductible/admission	NA	NA	\$250 / \$500	NA	NA	\$250 / \$500	NA	NA	\$250 / \$500	NA	NA	\$250 / \$500
16	Outpatient Surgery	Ded+20/40%	Ded+20/40%	Ded+20/50%	Ded+20/40%	Ded+20/40%	Ded+20/50%	Ded+20/40%	Ded+20/40%	Ded+20/50%	Ded+20/40%	Ded+20/40%	Ded+20/50%
17	Urgent Care	Ded+20/40%	Ded+20/40%	\$75	Ded+20/40%	Ded+20/40%	\$75	Ded+20/40%	Ded+20/40%	\$75	Ded+20/40%	Ded+20/40%	\$75
18	Emergency Room	Ded+20%	Ded+20%	\$150	Ded+20%	Ded+20%	\$150	Ded+20%	Ded+20%	\$150	Ded+20%	Ded+20%	\$150
19	Prescription Drugs:	Generic Maintenance \$0			Generic Maintenance \$0			Generic Maintenance \$0			Generic Maintenance \$0		
20	Generic	30%	30%	\$10	30%	30%	\$10	30%	30%	\$10	30%	30%	\$10
21	Name brand	40%	40%	\$25	40%	40%	\$25	40%	40%	\$25	40%	40%	\$25
22	Non-formulary	50%	50%	\$50	50%	50%	\$50	50%	50%	\$50	50%	50%	\$50
23	Mail order	3X	3X	2X	3X	3X	2X	3X	3X	2X	3X	3X	2X
24	Network	Open Access Plus			Open Access Plus			Open Access Plus			Open Access Plus		
25	Wellness												
26	Monthly Premium												
27	Employee	\$437.36	\$496.53	\$619.18	\$511.64	\$580.86	\$724.34	\$474.54	\$538.74	\$671.81	\$441.32	\$538.74	\$671.81
28	Employee & Spouse	\$892.19	\$1,012.93	\$1,263.13	\$1,043.72	\$1,184.96	\$1,477.65	\$968.03	\$1,099.03	\$1,370.50	\$900.27	\$1,099.03	\$1,370.50
29	Employee & Child(ren)	\$848.43	\$963.26	\$1,201.19	\$992.52	\$1,126.86	\$1,405.19	\$920.55	\$1,045.14	\$1,303.29	\$856.11	\$1,045.14	\$1,303.29
30	Employee & Family	\$1,416.97	\$1,608.76	\$2,006.13	\$1,657.62	\$1,881.98	\$2,346.84	\$1,537.41	\$1,745.50	\$2,176.65	\$1,429.79	\$1,745.50	\$2,176.65
31	Monthly Payroll Deduction												
32	Employee	\$0.00	\$59.18	\$181.82	\$0.00	\$59.18	\$181.82	\$0.00	\$64.20	\$197.27	\$0.00	\$97.42	\$230.49
33	Employee & Spouse	\$161.67	\$282.42	\$532.62	\$161.67	\$282.42	\$532.62	\$161.67	\$292.67	\$564.14	\$161.67	\$360.43	\$631.90
34	Employee & Child(ren)	\$103.36	\$218.20	\$456.12	\$103.36	\$218.20	\$456.12	\$103.36	\$227.95	\$486.10	\$103.36	\$292.39	\$550.54
35	Employee & Family	\$313.70	\$505.50	\$902.86	\$313.70	\$505.50	\$902.86	\$313.70	\$521.79	\$952.94	\$313.70	\$629.41	\$1,060.56
36	Participation by Plan	235	40	10	235	40	10	235	40	10	235	40	10
37	Employee	138	22	7	138	22	7	138	22	7	138	22	7
38	Employee & Spouse	17	6	1	17	6	1	17	6	1	17	6	1
39	Employee & Child(ren)	39	5	1	39	5	1	39	5	1	39	5	1
40	Employee & Family	41	7	1	41	7	1	41	7	1	41	7	1
41	Monthly Premium by Plan	\$166,707.45	\$33,078.86	\$8,804.71	\$195,020.26	\$38,696.84	\$10,300.06	\$180,877.58	\$35,890.56	\$9,553.11	\$168,216.43	\$35,890.56	\$9,553.11
42	Total Monthly (all 3 plans)	\$208,591.02			\$244,017.16			\$226,321.26			\$213,660.10		
43	Annual Premium (all 3 plans)	\$2,503,092.24			\$2,928,205.92			\$2,715,855.08			\$2,563,921.24		
44	- Employee Contributions	\$365,177.40			\$365,177.40			\$371,831.51			\$404,053.24		
45	Annual Cost to Bedford	\$2,137,914.84			\$2,563,028.52			\$2,344,023.57			\$2,159,868.00		
46	<i>Amt of Increase to Bedford</i>				\$425,113.68			\$206,108.73			\$21,953.16		
47	% Increase to Bedford				16.98%			9.64%			1.03%		

This information is proprietary and for cost illustrative purposes only. Please review benefit summaries, certificates and proposals for covered benefits, limitations and exclusions.

City of Bedford Health Insurance Comparison 2015

	A	N	O	P	Q	R	S	T	U	V	W	X	Y
1	Provider	Aetna REVISED no ACO			United Healthcare			Blue Cross Blue Shield			TML		
2	Plan Type	\$2500 H S A	\$1500 H S A	PPO	\$2600 80% HDHP	\$2000 100% HDHP	\$1000 - Copays	\$2500 H S A	\$2000 80% HDHP	\$1000 - Copays	\$2500 80% HDHP	\$1500 80% HDHP	\$1500 - Copays
3	Family Collective Deductible	Yes	Yes	No	Yes	Yes	No	No	Yes	No	No	Yes	No
4	Deductible (In Net/Out of Net)	\$2500/5000	\$1500/3000	\$1000/2000	\$2600/5000	\$2000/5000	\$1000/5000	\$5000/10000	\$2600/5000	\$1000/2000	\$2500/2750	\$1500/1750	\$1500/1750
5	Family Deductible	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X
6	Deductible Carry Forward	No	No	No	No	No	No	No	No	No	No	No	No
7	Out of Pocket (Including Ded)	\$5000/15000	\$3500/12000	\$3500/10500	\$6350/10000	\$3000/10000	\$4000/10000	\$6450/20000	\$5200/10000	\$2500/10500	\$6450/0	\$6450/10000	\$6600/10500
8	Family Out of Pocket	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X	2X
9	Coinsurance	80/60%	80/60%	80/60%	80/50%	100/70%	80/50%	80/60%	80/60%	80/60%	80/50%	80/50%	80/50%
10	PCP Office Visit Co-pay	NA	NA	\$30	NA	NA	\$25	NA	NA	\$30	NA	NA	????
11	Specialist Copay	NA	NA	\$50	NA	NA	\$50	NA	NA	\$50	NA	NA	????
12	Preventive Care	\$0/Ded+40%	\$0/Ded+40%	\$0/Ded+50%	\$0/Ded+50%	\$0/Ded+30%	\$0/Ded+50%	\$0/Ded+40%	\$0/Ded+40%	\$0/Ded+50%	\$0/Ded+50%	\$0/Ded+50%	\$0/Ded+50%
13	Lab & X Ray (Diagnostic)	Ded+20/40%	Ded+20/40%	\$0/Ded+50%	Ded+20/50%	Ded+0/30%	\$0/Ded+50%	Ded+20/40%	Ded+20/40%	\$0/Ded+50%	Ded+20/50%	Ded+20/50%	\$0/Ded+50%
14	Inpatient Hospital	Ded+20/40%	Ded+20/40%	Ded+20/50%	Ded+20/50%	Ded+0/30%	Ded+20/50%	Ded+20/40%	Ded+20/40%	Ded+20/50%	Ded+20/50%	Ded+20/50%	Ded+20/50%
15	Hospital Deductible/admission	NA	NA	\$250 / \$500	NA	NA	NA	NA	NA	NA	NA	NA	NA
16	Outpatient Surgery	Ded+20/40%	Ded+20/40%	Ded+20/50%	Ded+20/50%	Ded+0/30%	Ded+20/50%	Ded+20/40%	Ded+20/40%	Ded+20/50%	Ded+20/50%	Ded+20/50%	Ded+20/50%
17	Urgent Care	Ded+20/40%	Ded+20/40%	\$75	Ded+20/50%	Ded+0/30%	\$75	Ded+20/40%	Ded+20/40%	\$75 + 20%	Ded+20/50%	Ded+20/50%	\$75 + 20%
18	Emergency Room	Ded+20%	Ded+20%	\$150	Ded+20/50%	Ded+0/30%	\$150	Ded+20%	Ded+20%	\$150 + 20%	Ded+20/50%	Ded+20/50%	\$150 + 20%
19	Prescription Drugs:	Available as Per Jeff and Included			After Ded	After Ded		After Ded	After Ded		After Ded	After Ded MAC	Mac
20	Generic	25%	25%	\$10	\$10	\$10	\$10	20%	20%	\$10	20%	20%	\$9
21	Name brand	35%	35%	\$25	\$35	\$35	\$25	20%	20%	\$25	20%	20%	\$38
22	Non-formulary	50%	50%	\$50	\$60	\$60	\$60	20%	20%	\$50	20%	20%	\$60 / 120
23	Mail order	3X	3X	2X	2.5X	2.5X	2.5X	3X	3X	3X			
24	Network	OAMC			Choice Plus			Blue Choice			Rented UHC		
25	Wellness	\$15,000											
26	Monthly Premium												
27	Employee	\$474.61	\$538.82	\$671.92	\$565.06	\$736.93	\$743.27	\$580.26	\$658.77	\$821.49	\$637.90	\$707.56	\$731.22
28	Employee & Spouse	\$968.20	\$1,099.19	\$1,370.71	\$1,152.69	\$1,503.30	\$1,516.23	\$1,183.70	\$1,343.89	\$1,675.84	\$1,558.06	\$1,729.72	\$1,788.08
29	Employee & Child(ren)	\$920.74	\$1,045.31	\$1,303.52	\$1,096.15	\$1,429.56	\$1,441.86	\$1,125.64	\$1,277.99	\$1,593.66	\$1,131.96	\$1,256.36	\$1,298.66
30	Employee & Family	\$1,537.74	\$1,745.78	\$2,177.01	\$1,830.70	\$2,387.52	\$2,408.06	\$1,879.95	\$2,134.40	\$2,661.61	\$1,895.92	\$2,105.00	\$2,176.10
31	Monthly Payroll Deduction												
32	Employee	\$0.00	\$64.21	\$197.31	\$0.00	\$59.18	\$181.82	\$0.00	\$59.18	\$181.82	\$0.00	\$59.18	\$181.82
33	Employee & Spouse	\$161.67	\$292.66	\$564.18	\$161.67	\$282.42	\$532.62	\$161.67	\$282.42	\$532.62	\$161.67	\$282.42	\$532.62
34	Employee & Child(ren)	\$103.36	\$227.93	\$486.14	\$103.36	\$218.20	\$456.12	\$103.36	\$218.20	\$456.12	\$103.36	\$218.20	\$456.12
35	Employee & Family	\$313.70	\$521.74	\$952.97	\$313.70	\$505.50	\$902.86	\$313.70	\$505.50	\$902.86	\$313.70	\$505.50	\$902.86
36	Participation by Plan	235	40	10	235	40	10	235	40	10	235	40	10
37	Employee	138	22	7	138	22	7	138	22	7	138	22	7
38	Employee & Spouse	17	6	1	17	6	1	17	6	1	17	6	1
39	Employee & Child(ren)	39	5	1	39	5	1	39	5	1	39	5	1
40	Employee & Family	41	7	1	41	7	1	41	7	1	41	7	1
41	Monthly Premium by Plan	\$180,911.78	\$35,896.19	\$9,554.68	\$215,382.56	\$49,092.70	\$10,569.04	\$221,176.69	\$43,887.03	\$11,681.54	\$236,396.38	\$46,961.44	\$10,381.38
42	Total Monthly (all 3 plans)	\$226,362.65			\$275,044.30			\$276,745.26			\$293,739.20		
43	Annual Premium (all 3 plans)	\$2,716,351.80			\$3,300,531.60			\$3,320,943.12			\$3,524,870.40		
44	- Employee Contributions	\$371,832.00			\$365,177.40			\$365,177.40			\$365,177.40		
45	Annual Cost to Bedford	\$2,344,519.80			\$2,935,354.20			\$2,955,765.72			\$3,159,693.00		
46	Amt of Increase to Bedford	\$206,604.96			\$797,439.36			\$817,850.88			\$1,021,778.16		
47	% Increase to Bedford	\$85,000 Premium Credit			14.5%			38.3%			47.8%		

This information is proprietary and for cost illustrative purposes only. Please review benefit summaries, certificates and proposals for covered benefits, limitations and exclusions.

City of Bedford Dental Comparison 2015

	A	B	C	D	E	F	G	H	I
1	Provider	CIGNA Dual Option Current		CIGNA Dual Option Renewal		Aetna Dual Option		United Concordia Dual Option	
2	Plan	PPO	DMO	PPO	DMO	PPO	DMO	PPO	DMO
3	Must use Network	No	Yes	No	Yes	No	Yes	No	Yes
4	Must pick Dentist	No	Yes	No	Yes	No	Yes	No	Yes
5	Maximum Annual Benefit	\$1,500	Unlimited	\$1,500	Unlimited	\$1,500	Unlimited	\$1,500	Unlimited
6	Deductible	\$50	\$0	\$50	\$0	\$50	\$0	\$50	\$0
7	Family	\$150	\$0	\$150	\$0	\$150	\$0	\$150	\$0
8	Preventive	100%	\$5	100%	\$5	100%	\$5	100%	\$0
9	Definition of Cleanings	2 per year	2 per year	2 per year	2 per year	2 per year	2 per year	2 per year	2 per year
10	Cleanings	100%	100%	100%	100%	100%	100%	100%	\$10-11
11	X-rays	100%	100%	100%	100%	100%	100%	100%	100%
12	Oral Evalutaion	100%	100%	100%	100%	100%	100%	100%	\$17
13	Basic	80%	Copays	80%	Copays	80%	Copays	80%	Copays
14	Fillings	80%	\$0	80%	\$0	80%	\$22-53	80%	\$22-55
15	Includes endo + perio	Yes	NA	Yes	NA	Yes	NA	Yes	NA
16	Major	60%	Copays	60%	Copays	60%	Copays	60%	Copays
17	Crown	60%	\$390-480	60%	\$390-480	60%	\$275-325	60%	\$165-433
18	Wait for timely new hires	None	None	None	None	None	None	None	None
19	Late Adds	OE no wait	NA	OE no wait	NA	OE no wait	NA	OE no wait	NA
20	Orthodontics	50%	Copays	50%	Copays	50%	Copays	50%	Copays
21	Deductible	Combined	\$0	Combined	\$0	Combined	\$0	Combined	\$0
22	Adult coverage	Yes	Yes	Yes	Yes	No	Yes	No	Yes
23	Child treatment (Lifetime)	\$1,500	\$1,872	\$1,500	\$1,872	\$1,500	\$2,400	\$1,500	\$2,090
24	Adult treatment (Lifetime)	\$1,500	\$2,184	\$1,500	\$2,184	NA	\$2,400	NA	\$2,200
25	Waiting period	None	None	None	None	None	None	None	None
26	Network	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
27	% of usual + customary OON	90%	NA	90%	NA	90%	NA	90%	NA
28	Rate guarantee	To 10/1/15		12 months		12 months		24 months	
29	Premium: PPO/DMO (Totals)								
30	Employee Only 89/62 (151)	\$29.93	\$12.79	\$31.96	\$13.30	\$37.09	\$9.42	\$29.76	\$11.90
31	Employee and Spouse or 1 Child 55/16 (71)	\$49.46	\$22.76	\$52.81	\$23.68	\$61.29	\$16.77	\$49.10	\$23.40
32	Employee and 2 or more 83/18 (101)	\$99.20	\$41.82	\$105.93	\$43.50	\$122.93	\$30.82	\$97.98	\$43.30
33	Total Emp Premium	\$31,965.24	\$9,515.76	\$34,133.28	\$9,895.20	\$39,612.12	\$7,008.48	\$31,783.68	\$8,853.60
34	Total +1 Dep	\$32,643.60	\$4,369.92	\$34,854.60	\$4,546.56	\$40,451.40	\$3,219.84	\$32,406.00	\$4,492.80
35	Total +2 Dep (or more)	\$98,803.20	\$9,033.12	\$105,506.28	\$9,396.00	\$122,438.28	\$6,657.12	\$97,588.08	\$9,352.80
36	Total Annual Premium	\$163,412.04	\$22,918.80	\$174,494.16	\$23,837.76	\$202,501.80	\$16,885.44	\$161,777.76	\$22,699.20
37	Total Annual Cost to Employees	\$71,572.44		\$71,572.44		\$71,572.44		\$71,572.44	
38	Total Annual Cost to City	\$114,758.40		\$126,759.48		\$147,814.80		\$112,904.52	
39	Increase to City			\$12,001.08		\$33,056.40		-\$1,853.88	
40	% Increase to City			10.46%		28.81%		-1.62%	

This illustration is proprietary and illustrative only. Please refer to contracts, benefit summaries and proposals for policy benefits, exclusions and limitations.

2015 Life and Disability Comparison for City of Bedford

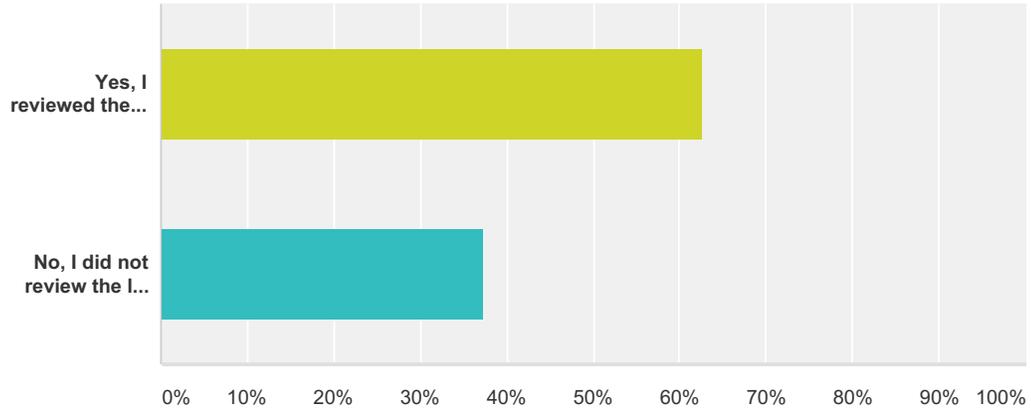
	A	B	D	E	F
1	Provider	CIGNA Current	CIGNA Renewal	Aetna	VOYA
2	A.M. Best Rating	A	A	A	A
3	Age Reductions	65% at 65, 45% at 75	65% at 65, 45% at 75	65% at 65, 45% at 75	65% at 70, 45% at 75
4		30% at 80	30% at 80	30% at 80	30% at 80
5	Premium Waiver	270 day elim	270 day elim	270 day elim	270 day elim
6		Under age 60	Under age 60	Under age 60	Under age 60
7	Accelerated Benefit	50% to 100K	50% to 100K	50% to 500K	75% to 100K
8	Premium:				
9	Basic Life	2X salary to 150K	2X salary to 150K	2X salary to 150K	2X salary to 150K
10	Basic Life (per \$1K)	\$0.080	\$0.080	\$0.080	\$0.116
11	Basic AD&D (per \$1K)	\$0.020	\$0.020	\$0.020	\$0.020
12	Dependent Option 1 (20/10K)	\$4.30	\$4.30	\$4.30	\$4.30
13	Dependent Option 2 (10/5K)	\$2.15	\$2.15	\$2.15	\$2.15
14	Volume (2X salary max 150K)	\$31,656,400	\$31,656,400	\$31,656,400	\$31,246,000
15	Total Annual Premium:	\$37,988	\$37,988	\$37,988	\$50,993
16	Rate Guarantee	To 10/1/15	24 months	36 months	36 months
17	Voluntary Life w/AD&D:				
18	Maximum Employee	<5X salary to 500K	<5X salary to 500K	<5X salary to 500K	<5X salary to 500K
19	Maximum Spouse	50% of ee to 100K	50% of ee to 100K	50% of ee to 250K	50% of ee to 150K
20	Employee Guar. Issue	150K	150K	150K	150K
21	Spouse Guar. Issue	50K	50K	20K	50K
22	Child Guar. Issue / Max	10K	10K	10K	10K
23	Open Enrollment	Requires EOI	Requires EOI	10K not above GI	Requires EOI
24	Rates per 1000:	w/ AD&D	w/ AD&D	w/ AD&D	w/AD&D
25	00-30	0.100	0.100	0.100	0.100
26	30-34	0.109	0.109	0.109	0.109
27	35-39	0.128	0.128	0.128	0.128
28	40-44	0.183	0.183	0.183	0.183
29	45-49	0.293	0.293	0.293	0.293
30	50-54	0.467	0.467	0.467	0.467
31	55-59	0.714	0.714	0.714	0.714
32	60-64	1.098	1.098	1.098	1.098
33	65-69	1.950	1.950	1.950	1.950
34	70-74	3.47	3.47	3.47	3.47
35	75-79	5.705	5.705	5.705	5.705
36	80+	5.705	5.705	5.705	5.705
37	Child	0.15	0.15	0.15	0.20
38	Child Age	To age 26	To age 26	19/23	To age 26
39	LTD Benefit	60% to 5K	60% to 5K	60% to 5K	60% to 5K
40	LTD Rate	\$0.18	\$0.18	\$0.27	\$0.28
41	Annual LTD Volume	\$16,173,456	\$16,173,456	\$16,173,456	\$16,173,456
42	Annual LTD Premium	\$29,112	\$29,112	\$43,668	\$45,771
43	Total Life and LTD Premium	\$67,099.90	\$67,099.90	\$81,656.01	\$96,764.35
44	Other Benefits	Estate Guidance	Estate Guidance	Funeral Planning	Funeral Planning
45		Beneficiary Assist	Beneficiary Assist	Beneficiary Assist	Concierge Services
46		Travel Assist	Travel Assist	Legal Reference	Travel Assist
47		Identity Theft	Identity Theft	EAP	EAP

Benefit Seminars Plus

This information is proprietary and for cost illustrative purposes only.
Please refer to renewals and proposals for benefits, exclusions and limitations.

Q1 Did you review the list of Doctors for the Local Plus network on S://Readonly/HRforms/Cigna Directory/Local Plus Directory (Bedford Local Plus)? Due to the vast quantity of health care providers on this plan, this document is restricted to the Bedford area. You can search by name on this document by hitting Ctrl + F or right clicking and selecting Find, then type the physician's last name.If your health care provider is not in Bedford, you can search for them in the Local Plus Network by going online and following these steps:1) Go to www.cigna.com. (Do not go to mycigna, you cannot access the directory there).2) In the upper right-hand corner, click on the orange box for Find a Doctor.3) Select the Directory "If your insurance plan is offered through work or school."4) Select a Plan: Choose the 4th option under Medical Plans: LocalPlus. 5) Enter your Zip Code in the Search Location Box , select your city when it pops up below the box, and hit Enter.6) You can narrow or expand your search using the Distance bar, and you can choose Specialty, Quality, and Hospital Affiliations to further narrow your search.7) You can also search by doctor name.The online list will also indicate if a provider is accepting new patients with this plan.Did you review the list or visit cigna.com to check for your health care provider?

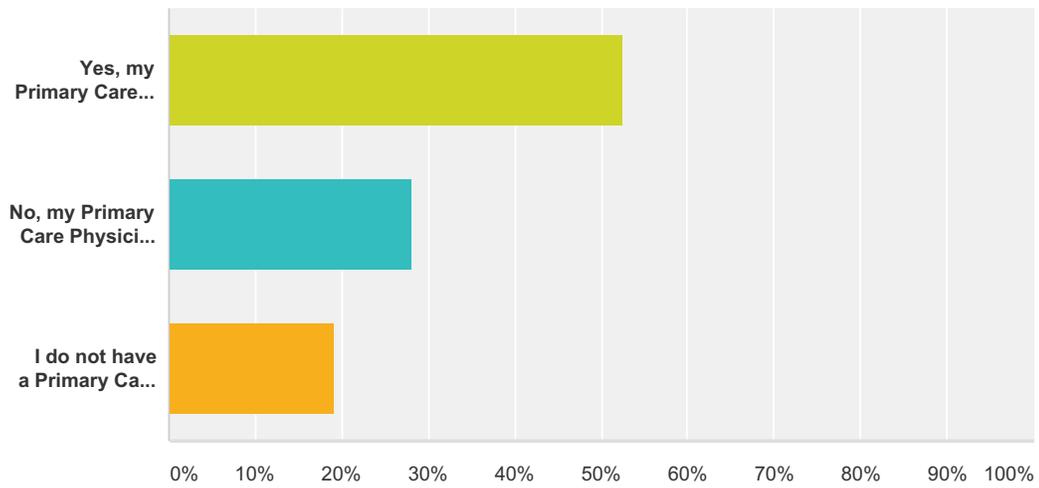
Answered: 171 Skipped: 0



Answer Choices	Responses
Yes, I reviewed the list or visited cigna.com.	62.57% 107
No, I did not review the list or visit cigna.com.	37.43% 64
Total	171

Q2 Is your Primary Care Physician on this network?

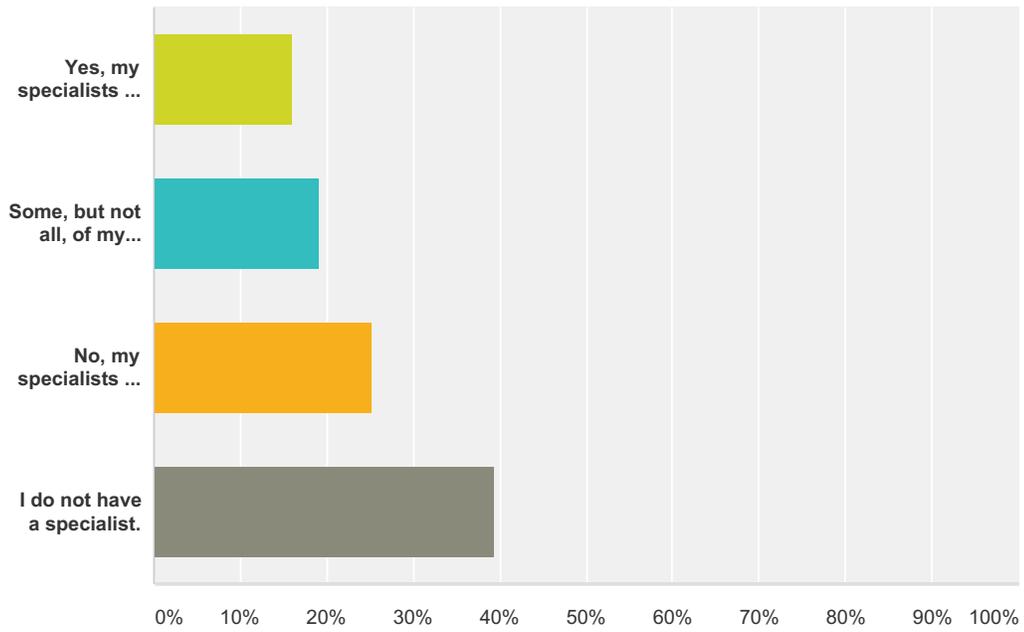
Answered: 99 Skipped: 72



Answer Choices	Responses	
Yes, my Primary Care Physician is on this network.	52.53%	52
No, my Primary Care Physician is not on this network.	28.28%	28
I do not have a Primary Care Physician.	19.19%	19
Total		99

Q3 Are your specialists on the network?

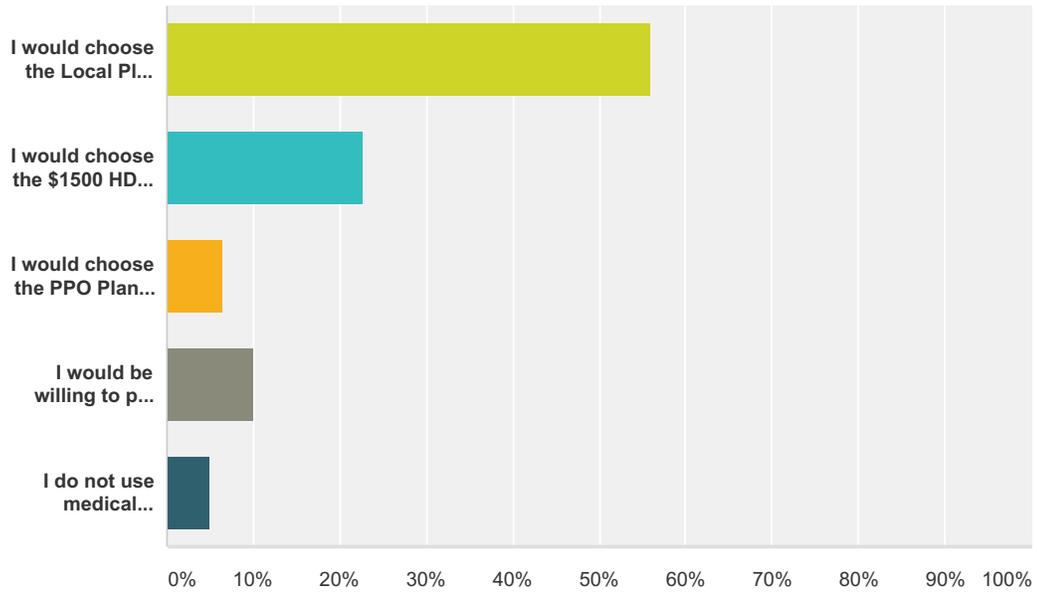
Answered: 99 Skipped: 72



Answer Choices	Responses
Yes, my specialists are on the network.	16.16% 16
Some, but not all, of my specialists are on the network.	19.19% 19
No, my specialists are not on the network.	25.25% 25
I do not have a specialist.	39.39% 39
Total	99

Q4 One option the City is considering during insurance renewal this year is moving to the CIGNA Local Plus Network to improve the level of patient care and keep premiums down for the City and our employees. This network is limited to those physicians who meet CIGNA's criteria for providing exceptional care to their patients as evaluated by patient satisfaction, outcomes, return visits, and reductions in cost. Buy-up options will be available for employees to continue on the HDHP (lower deductible plan) or the PPO plan. These are the PROPOSED employee contributions rates per pay period for The Local Plus Network (\$2500 Deductible HDHP Plan). The employee contribution rates are the same as those for our current \$2500 Deductible HDHP Plan. Employee Only: \$0 Emp + Spouse: \$80.84 Emp + Child(ren): \$51.68 Emp + Family: \$156.85 Listed below are the PROPOSED employee medical premium contributions per pay period for the Buy-Up options: Open Access Plus Network (\$1500 Deductible HDHP Plan Buy-Up) Employee Only: \$48.71 (increase of \$19.12) Emp + Spouse: \$180.22 (increase of \$39.01) Emp + Child(ren): \$146.20 (increase of \$37.10) Emp + Family: \$314.71 (increase of \$61.96) Open Access Plus Network (PPO Plan Buy-Up) Employee Only: \$115.25 (increase of \$3.34) Emp + Spouse: \$315.95 (increase of \$7.64) Emp + Child(ren): \$275.27 (increase of \$26.21) Emp + Family: \$530.28 (increase of \$36.85)

Answered: 141 Skipped: 30



Answer Choices	Responses
I would choose the Local Plus Network.	56.03% 79
I would choose the \$1500 HDHP Plan Buy-Up Option.	22.70% 32
I would choose the PPO Plan Buy-Up Option.	6.38% 9
I would be willing to pay a higher employee contribution to keep our current plan.	9.93% 14
I do not use medical coverage through the City.	4.96% 7
Total	141



Council Agenda Background

PRESENTER: Jill McAdams, *SPHR*
Human Resources Director

DATE: 08/11/15

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

ITEM:

Consider a resolution approving the City of Bedford's Section 125 Plan that allows employees to make contributions for insurance premiums and Health Savings Accounts (HSA) on a pre-tax basis as allowable under the Internal Revenue Service (IRS) Code Section 125.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Employees have the option to pay for their insurance benefits and HSA contributions on a pre-tax basis under the IRS Code Section 125. By doing so, their premiums and contributions are made before taxes, thus eliminating taxation on those monetary contributions.

The IRS requires that the City of Bedford reinstate, on a yearly basis, the Premium Only Section 125 Plan ("Plan") adopted by the City on January 1, 1989. The Plan expires on September 30, 2015.

The City of Bedford intends that the Plan qualifies as a "cafeteria plan" under Section 125 of the IRS Code of 1986 as amended. A copy of the summary plan document is attached.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution approving the City of Bedford's Section 125 Plan that allows employees to make contributions for insurance premiums and Health Savings Accounts (HSA) on a pre-tax basis as allowable under the Internal Revenue Service (IRS) Code Section 125.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Summary Plan Document-Premium Only Section
125 Plan

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO REINSTATE THE PREMIUM ONLY SECTION 125 PLAN ADOPTED BY THE CITY OF BEDFORD ON JANUARY 1, 1989.

WHEREAS, the City Council of Bedford, Texas has previously determined on January 1, 1989 that it would be in the best interests of its employees to adopt a Section 125 Premium Only Plan allowing for pre-taxed medical benefit coverage and Health Savings Account (HSA) contributions; and,

WHEREAS, the current plan for this benefit will expire on September 30, 2015; and,

WHEREAS, the City will continue to allow employees to pay for their premiums and HSA contributions on a pre-tax basis.

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

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

SECTION 2. That the City of Bedford reinstates its Section 125 Premium Only Plan all in accordance with the specifications outlined in the attached Summary Plan Document; and, be it known that this document was executed on January 1, 1989 and is to be reinstated October 1 of each year thereafter.

SECTION 3. That it be further resolved that the City of Bedford undertake all actions necessary to implement and administer said plan.

SECTION 4. That the undersigned hereby certifies that he/she is the custodian of books and records of the City of Bedford, Texas, an entity duly formed pursuant to the laws of the State of Texas, and that the foregoing is a true resolution duly adopted, and that said meeting was held in accordance with state law and the bylaws of the City of Bedford.

PRESENTED AND PASSED on this 11th day of August 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



The City of Bedford Premium Only Section 125 Plan

Summary Plan Description
Effective January 1, 1989; Amended October 1, 2012

Plan Purpose.....	2
Who is Eligible?.....	2
How to Enroll.....	2
Election Changes.....	2
When you May Participate.....	6
Health Savings Account (HSA) Module.....	6
Flexible Spending Accounts (FSA) Module.....	7
FMLA Leave of Absence.....	7
Non-FMLA Leave of Absence.....	8
About Social Security Taxes.....	8
About Income Taxes.....	8
Future of the Premium Only Account.....	9
Insurance Contracts.....	9
COBRA Continuation Coverage.....	9
WFTRA Revised definition of “Dependent”	10
ERISA Rights Statement.....	10
Administrative Facts	
• Plan Sponsor and Administrator.....	11
• Plan Identification Numbers.....	11
• Service of Legal Process.....	11
• Classification and Funding.....	11
• Not a Contract of Employment.....	11

As used in this Summary Plan Description (SDP), “Your” means an active employee as described under “who is Eligible”

Plan Purpose

The purpose of the City of Bedford Premium Only Plan (“Plan”) is to allow you to purchase coverage for health care with pre-tax dollars through a special type of spending account.

The advantage of this special spending account is that you pay no federal taxes on the contributions you make. This means a higher take-home pay for you than if you purchased health coverage with after-tax dollars.

The following pages explain how the plan works.

Who is Eligible?

If you are an employee regularly scheduled to work 30 or more hours per week at the City of Bedford (“Employer”), or any affiliate of the Employer which adopts the Plan (“Participating Employer”) then you are eligible to participate in the Plan.

How to Enroll

To enroll in the Plan, you must complete an election form; thereafter, in order to participate, you must re-enroll during the calendar month period preceding each Plan Year. If you are already a Plan Participant and you fail to complete an election form for the upcoming Plan Year then you will be deemed to have elected cash compensation to the extent permissible. If you are a newly Eligible Employee and fail to complete an election form then you will be deemed to have elected cash compensation to the extent permissible, (this means you have agreed to accept your pay after-taxes have been taken out, to pay for qualifying benefits). For the purpose of this Plan, “Plan Year” means the twelve month period commencing October 1 and ending on the subsequent September 30. Keep in mind that your choices are in effect for the entire Plan Year. Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections, see “Election Changes” in this Summary. If for any reason you become unable to make the required contributions for the Plan, your benefits will cease at that time. You will not be able to resume pre-tax payment of premiums until the new Plan Year.

Election Changes

You usually cannot change your election to participate in the Salary Reduction Plan or vary the salary reduction amounts that you have selected during the Plan Year (known as the irrevocability rule). Of course you can change your elections for benefits and salary reductions during the Open Enrollment Period, but that will apply only for the upcoming Plan Year. During the Plan Year, however, there are several important exceptions to the irrevocability rule, known as “Changes in Election Events.” Participants can change their elections under the Salary Reduction Plan during a Plan Year if an event occurs that is a Change in Election Event and certain other conditions are met, as described below. For details, see the various Change in Election Events headings below for the specific type of Changes in Election Event: Leaves of absence, including FMLA leave; Changes in Status; Certain Judgments, Decrees and Orders; Medicare and Medicaid; Changes in Cost; and Changes in Coverage. In addition, the Plan Administrator can change certain elections on its own initiative. Note also that no changes can be made with respect to Medical Insurance Benefits if they are not permitted under the Medical Insurance Plan.

If any change in Election Event occurs, you must inform the Plan Administrator and complete a new Election Form/Salary Reduction Agreement within 30 days after the occurrence. If the change involves a loss of your Spouse's or Dependent eligibility for Medical Insurance Benefits, then the change will be deemed effective as of the date that eligibility is lost due to the occurrence of the Change in Election Event, even if you do not request it within 30 days.

1. Leaves of Absence. You may change an election under the Salary Reduction Plan upon FMLA and non-FMLA leaves.

2. Change in Status. If one or more of the following Changes in Status occur, you may revoke your old election and make a new election provided that both the revocation and new election are on account of and correspond with the Change in Status. Those occurrences that qualify as a Change in Status include the events described below, as well as any other events that the Plan Administrator, in its sole discretion and on a uniform and consistent basis, determines are permitted under IRS regulations:

- a change in your legal marital status (such as marriage, death of a Spouse, divorce, legal separation, or annulment). "Spouse" means the person who is legally married to you and is treated as a spouse under the Internal Revenue Code ("the Code");
- a change in the number of Dependents (such as the birth of a child, adoption or placement for adoption of a Dependent, or death of a Dependent). "Dependent" means your tax dependent under the code;
- any of the following events that change the employment status of you, your Spouse, or your Dependent and that affects benefits eligibility under a cafeteria plan (including this Salary Reduction Plan) or other employee benefit plan of you, your Spouse, or your Dependents. Such events include any of the following changes in employment status: termination or commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence; a change in worksite; switching from salaried to hourly-paid; union to non-union; or full-time to part-time (or vice versa); incurring a reduction or increase in hours of employment; or any other similar change that makes the individual become (or cease to be) eligible for a particular employee benefit;
- an event that causes your Dependent to satisfy or cease to satisfy an eligibility requirement for a particular benefit (such as attaining a specific age, ceasing to be a student, or a similar circumstance).
- A change in your, your Spouse's or your Dependent's place of residence.

3. Change in Status – Other Requirements. If you wish to change your election based on a Change in Status, you must establish that the revocation is on account of and corresponds with the Change in Status. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, shall determine whether a requested change is on account of and corresponds with a Change in Status. As a general rule, a desired election change will be found to be consistent with a Change in Status event if the event affects coverage.

In addition, you must satisfy the following specific requirements in order to alter your election based on that Change in Status:

- *Loss of Spouse or Dependent Eligibility; Special COBRA Rules.* For accident and health benefits a special rule governs which types of election changes are consistent with the Changes in Status. For a Change in Status involving your divorce, annulment, or legal separation from your Spouse, the death of your Spouse or your Dependent, or your Dependent's ceasing to satisfy the eligibility requirements for coverage, you may elect only to cancel the accident or health benefits for the affected Spouse or Dependent. A change in election for any individual other than your

Spouse involved in the divorce, annulment, or legal separation, your deceased Spouse or Dependent, or your Dependent that ceased to satisfy the eligibility requirements would fail to correspond with the Change in Status.

However, if you, your Spouse, or your Dependent elects COBRA continuation coverage under the Employer's plan because you ceased to be eligible because of a reduction of hours or because your Dependent ceases to satisfy eligibility requirements for coverage, and if you remain a Participant under the terms of the Salary Reduction Plan, then you may in certain circumstances be able to increase your contributions to pay for such coverage.

- **Gain of Coverage Eligibility Under Another Employer's Plan.** For a Change in Status in which you, your Spouse, or your Dependent gains eligibility for coverage under another employer's cafeteria plan (or qualified benefit plan) as a result of change in your marital status or a change in your, your Spouse's, or your Dependent's employment status, your election to cease or decrease coverage for that individual under the Salary Reduction Plan would correspond with the Change in Status only if coverage for that individual becomes effective or is increased under the other employer's plan.

4. Special Enrollment Rights. In certain circumstances, enrollment for Medical Insurance Benefits may occur outside the Open Enrollment Period, as explained in materials provided to you separately describing the Medical Insurance Benefits. (The Employer's Special Enrollment Notice also contains important information about the special enrollment rights that you may have, a copy of which was previously furnished to you. Contact Human Resources if you need another copy.) When a special enrollment right explained in those separate documents applies to your Medical Insurance Benefits, you may change your election under the Salary Reduction Plan to correspond with the special enrollment right.

5. Certain Judgments, Decrees, and Orders. If a judgment, decree, or order from a divorce, separation, annulment or custody change requires your child (including a foster child who is your Dependent) to be covered under the Medical Insurance Benefits, you may change your election to provide coverage for the child. If the order requires that another individual (such as your former Spouse) cover the child, then you may change your election to revoke coverage for the child if such coverage is, in fact, provided for the child.

6. Medicare or Medicaid. If you, your Spouse, or your Dependent becomes entitled to (i.e., becomes enrolled in) Medicare or Medicaid, then you may reduce or cancel that person's accident or health coverage under the Medical Insurance Plan. Similarly, if you, your Spouse, or your Dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, then you may elect to commence or increase that person's accident or health coverage.

7. Change in Cost. If the cost charged to you for your Medical Insurance Benefits significantly increases during the Plan Year, then you may choose to do any of the following: (a) make a corresponding increase in your contributions; (b) revoke your election and receive coverage under another benefits package option (if any) that provides similar coverage, or elect similar coverage under the plan of your Spouse's employer; or (c) drop your coverage, but only if no other benefits package option provides similar coverage.

For insignificant increases or decreases in the cost of benefits, however, the Plan Administrator will automatically adjust your election contributions to reflect the minor change in cost. The Plan Administrator generally will notify you of increases in the cost of Medical Insurance benefits.

- 8. Change in Coverage.** You may also change your election if one of the following events occurs:

- *Significant Curtailment of Coverage.* If your Medical Insurance Benefits coverage is significantly curtailed without a loss of coverage (for example, when there is an increase in the deductible under the Medical Insurance Benefits), then you may revoke your election for that coverage and elect coverage under another benefits package option that provides similar coverage. (Coverage under a plan is significantly curtailed only if there is an overall reduction of coverage under the plan generally – loss of one particular physician in a network does not constitute significant curtailment). If your Medical Insurance Benefits coverage is significantly curtailed with a loss of coverage (for example, if you lose all coverage under the option by reason of an overall lifetime or annual limitation), then you may either revoke your election and elect coverage under another benefits package option that provides similar coverage, elect similar coverage under the plan of your Spouse’s employer, or drop coverage but only if there is no option available under the plan that provides similar coverage. (The Plan Administrator generally will notify you of significant curtailments in Medical Insurance Benefits coverage.)
- *Addition or significant Improvement of Salary Reduction Plan Option.* If the Salary Reduction Plan adds a new option or significantly improves an existing option, then the Plan Administrator may permit Participants who are enrolled in an option other than the new or improved option to elect the new or improved option. Also, the Plan Administrator may permit eligible Employees to elect the new or improved option on a prospective basis, subject to limitations imposed by the applicable option.
- *Loss of Other Group Health Coverage.* You may change your election to add group health coverage for you, your Spouse, or your Dependent, if any of you loses coverage under any group health coverage sponsored by a governmental or educational institution (for example, a state children’s health insurance program or certain Indian tribal programs).
- *Change in Election Under Another Employer Plan.* You may make an election change that is on account of and corresponds with a change made under another employer plan (including a plan of the Employer or a plan of your Spouse’s or Dependent’s employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change permitted under the IRS regulations; or (b) the Salary Reduction Plan permits you to make an election for a period of coverage (for example, the Plan Year) that is different from the period of coverage under the other cafeteria plan or qualified benefits plan. For example, if an election to drop coverage is made by your Spouse during his or her employer’s open enrollment, you may add coverage under the Salary Reduction Plan to replace the dropped coverage.

9. Modifications Required by the Plan Administrator. The Plan Administrator may modify your election(s) downward during the Plan Year if you are a key employee or highly compensated individual (as defined by the Code), if necessary to prevent the Salary Reduction Plan from becoming discriminatory within the meaning of the federal income tax law. Additionally, if a mistake is made as to your eligibility or participation, the allocations made to your account, or the amount of benefits to be paid to you or another person, then the Plan administrator shall, to the extent that it deems administratively possible and otherwise permissible under the Code and other applicable law, allocate, withhold, accelerate, or otherwise adjust such amounts as will in its judgment accord the credits to the account or distributions to which you are or such other person is properly entitled under the Salary Reduction Plan. Such action by the Plan Administrator may include withholding of any amounts due from your compensation.

When You May Participate

You are eligible to participate on the first day of the calendar month coinciding with or next following your completion of one day of active employment as an Eligible Employee. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

Health Savings Account (HSA) Module

An Eligible Employee can elect to participate in the HSA Module by electing to pay the HSA Contribution on a pre-tax Salary Reduction basis to the HSA established and maintained outside the Plan by a trustee/custodian to which the Employer can forward contributions to be deposited (this funding feature constitutes the HSA Benefits offered under this Plan). Such election can be increased, decreased or revoked prospectively at any time during the Plan Year, effective no later than the first day of the next calendar month following the date that the election change was filed.

The annual Contribution for your HSA Benefits is equal to the annual benefit amount elected by you (for example, if the maximum \$5,950 annual benefit amount is elected, then the annual contribution amount is also \$5,950). In no event shall the amount elected exceed the statutory maximum amount for HSA contributions applicable to the Participant's High Deductible Health Plan coverage option (i.e., single or family) for the calendar year in which the Contribution is made (See the IRS website for annual contribution limits).

An additional catch-up Contribution (See the IRS website for catch-up limit provisions) may be made for Employees who are age 55 or older. In addition, the maximum annual Contribution shall be reduced by any matching (or other) Employer Contribution made on the Participant's behalf other than pre-tax Salary Reduction made under the plan.

The Plan Year covers two calendar years which may result in the IRS guidelines for HSA contributions being modified mid-plan year. If this occurs the Employer will electronically communicate all changes in HSA contribution guidelines to Plan Participants.

The HSA is not an employer-sponsored employee benefit plan – it is an individual trust or custodial account separately established and maintained by a trustee/custodian outside the Plan. Consequently, the HSA trustee/custodian, not the Employer, will establish and maintain the HSA. The HSA trustee/custodian will be chosen by the Employer. The Plan Administrator will maintain records to keep track of HSA Contributions an Employee makes via pre-tax Salary Reductions, but it will not create a separate fund or otherwise segregate assets for this purpose. The Employer has no authority or control over the funds deposited in a HSA.

The tax treatment of the HSA (including contributions and distributions) is governed by Code § 223.

HSA Benefits under this Plan consist solely of the ability to make Contributions to the HSA on a pre-tax Salary Reduction basis. Terms and conditions of coverage and benefits will be provided by and are set forth in the HSA, not this Plan. The terms and conditions of each Participant's HSA trust or custodial account are described in the HSA trust or custodial agreement provided by the applicable trustee/custodian to each electing Participant and are not a part of this Plan.

The HSA is not an employer-sponsored employee benefits plan. It is a savings account that is established and maintained by an HSA Trustee/Custodian outside this Plan to be used primarily for reimbursement of "qualified eligible medical expenses" as set forth in Code § 223(d)(2). The Employer has no authority or control over the funds deposited in a HSA. Even though this Plan may allow pre-tax

Salary Reduction contributions to a HSA, the HSA is not intended to be an ERISA benefit plan sponsored or maintained by the Employer.

An election to make a Contribution to your HSA can be increased, decreased or revoked at any time during the year on a prospective basis. Such election changes shall be effective no later than the first day of the next calendar month following the date that the election change was filed. No Benefit Package Option election changes can occur as a result of a change in HSA election. See your Plan Administrator for more details.

Flexible Spending Account (FSA) Module

An Employee who works a minimum of 1560 hours per year can elect to participate in the FSA Module by electing to pay the FSA contribution on a pre-tax Salary Reduction basis to the FSA established and maintained outside the Plan by a trustee/custodian to which the Employer can forward contributions to be deposited (this funding feature constitutes the FSA Benefits offered under this Plan).

The maximum allowable annual Contribution for your (medical) FSA Benefits is \$2000 and \$5000 for your (dependent care) FSA. In no event shall the amount elected exceed maximum amounts listed above. All funds must be used by the end of the calendar year in which the plan is in effect, otherwise, funds are forfeited back to the employer.

The Employer will electronically communicate any changes to the maximum FSA contribution guidelines to Plan Participants.

The FSA is an employer-sponsored employee benefit plan in addition to an individual trust or custodial account separately established and maintained by a trustee/custodian outside the Plan. Consequently, the FSA trustee/custodian, not the Employer, will establish and maintain the FSA. The FSA trustee/custodian will be chosen by the Employer. The Plan Administrator will maintain records to keep track of FSA Contributions an Employee makes via pre-tax Salary Reductions, but it will not create a separate fund or otherwise segregate assets for this purpose. The Employer has no authority or control over the funds deposited in a FSA other than limiting the maximum allowable contributions as listed above.

The tax treatment of the FSA (including contributions and distributions) is governed by Code § 223.

FSA Benefits under this Plan consist solely of the ability to make Contributions to the FSA on a pre-tax Salary Reduction basis. Terms and conditions of coverage and benefits will be provided by and are set forth in the FSA, not this Plan. The terms and conditions of each Participant's FSA trust or custodial account are described in the FSA trust or custodial agreement provided by the applicable trustee/custodian to each electing Participant and are not a part of this Plan.

FMLA Leaves of Absence *(Applicable to groups of 50+ employees)*

If you go on a qualifying leave under the Family and Medical Leave Act of 1993 (FMLA), then to the extent required by the FMLA your Employer will continue to maintain your Medical Insurance Benefits on the same terms and conditions as if you were still active (that is, your Employer will continue to pay its share of the contributions to the extent that you opt to continue coverage). Your Employer may require you to continue all Medical Insurance Benefits coverage while you are on paid leave (so long as Participants on non-FMLA paid leave are required to continue coverage). If so, you will pay your share of the contributions by the method normally used during any paid leave (for example, on a pre-tax salary-reduction basis). If you are going on unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued) and you opt to continue your Medical Insurance Benefits, then you may

pay your share of the contributions in one of three ways: (a) with after-tax dollars while on leave; (b) with pre-tax dollars to the extent that you receive compensation during the leave, or by pre-paying all or a portion of your share of the contributions for the expected duration of the leave on a pre-tax salary reduction basis out of your pre-leave compensation, including unused sick days and vacation days (to pre-pay in advance, you must make a special election before such compensation normally would be available to you (but note that prepayments with pre-tax dollars may not be used to pay for coverage during the next Plan Year); or (c) by other arrangements agreed upon by you and the Plan Administrator (for example, the Plan Administrator may pay for coverage during the leave and withhold amounts from your compensation upon your return from leave).

If your Employer requires all Participants to continue Medical Insurance Benefits during the unpaid FMLA leave, then you may discontinue paying your share of the required contributions until you return from leave. Upon returning from leave, you must pay your share of any required contributions that you did not pay during the leave. Payment for your share will be withheld from your compensation either on a pre-tax or after-tax basis, depending on what you and the Plan Administrator agree to. If your Medical Insurance Benefits coverage ceases while you are on FMLA leave (e.g., for non-payment of required contributions), you will be permitted to re-enter such Benefits, as applicable, upon return from such leave on the same basis as when you were participating in the Plan before the leave or as otherwise required by the FMLA. You may be required to have coverage for such Benefits reinstated so long as coverage for Employees on non-FMLA leave is required to be reinstated upon return from leave. If that policy permits you to discontinue contributions while on leave, then upon returning from leave you will be required to repay the contributions not paid by you during leave. Payment will be withheld from your compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and you or as the Plan Administrator otherwise deems appropriate.

Non-FMLA Leaves of Absence

If you go on an unpaid leave of absence that does not affect eligibility, then you will continue to participate and the contribution due from you (if not otherwise paid by your regular salary reductions) will be paid by pre-payment before going on leave, with after-tax contributions while on leave or with catch-up contributions after the leave ends, as determined by the Plan Administrator. If you go on an unpaid leave that does affect eligibility, then the Change in Status rules will apply (see Q-1).

About Social Security Taxes

Social Security taxes are not deducted from the amount you pay in premiums on a pre-tax basis. This could result in a small reduction in the Social Security benefit you receive at retirement. This is because Social Security benefits are based on what you earned while you were working, up to the Taxable Wage Base (TWB). If your salary is above the TWB, your Social Security benefit is not likely to be affected. If you are below the TWB, the benefit would be reduced. The tax advantages you gain through this Plan may offset any possible reduction in Social Security benefits.

About Income Taxes

If you cover dependent children under medical plan(s) sponsored by the City of Bedford and your family's adjusted income is \$35,458 or less, you may be eligible to receive the Supplemental Earned Income Credit for Health Insurance Premiums (based on the tax code as of January 1, 2004). However, the amount of your contributions for health coverage, which are paid on a pre-tax basis, would reduce

the amount of this tax credit. You should, therefore, review whether it is more advantageous for you to take the full tax credit or to elect to have your medical and dental contributions paid on a pre-tax basis.

Future of the Premium Only Account

The Plan is based on the Employer's understanding of the current provisions of the Internal Revenue Code. The Employer reserves the right to amend or discontinue the Plan if regulations or changes in the tax law make it advisable to do so. If the Plan is amended or terminated, it will not affect any benefit to which you were entitled before the date of the amendment or termination. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.

Insurance Contracts

Any moneys refunded to the Employer or a participating Employer, due to actuarial error in the rate calculation, will be the property of and retained by the Employer or the Participating Employer.

COBRA Continuation Coverage *(Generally applicable to groups of 20+ employees)*

If you terminate employment, under Federal law, you, your spouse, and/or your covered dependents lose coverage under this Plan. You, your spouse, and/or your covered dependents may be entitled to continuation of health care coverage. The Administrator will inform you of these rights if you lose coverage for any reason other than divorce, legal separation or a covered dependent ceasing to be a dependent. Generally, if we employed twenty (20) or more employees "on a typical business day" in the preceding calendar year, health plan continuation must be made available for a period not to exceed eighteen (18) months if a loss of benefits occurs because of your termination of employment or reduction of hours, or for a period not to exceed three (3) years for any of the other reasons given in (b) or (c) below. Under certain circumstances, persons who are disabled at the time of termination of employment or reduction of hours and/or within the first 60 days of COBRA coverage may be eligible for continuation of coverage for a total of 29 months (rather than 18). You should check with the Administrator for more details regarding this extended coverage. However, in certain circumstances, this continuation coverage may be terminated for reasons such as failure to pay continuation coverage cost, coverage under another employer's plan (whether as an employee or otherwise, provided the other employer's health plan does not contain any exclusion or limitation with respect to any pre-existing condition of the beneficiary unless the pre-existing condition limit does not apply to, or is satisfied by, the qualified beneficiary by reason of the group health plan portability, access and renewability requirements of the Health Insurance Portability and Accountability Act, ERISA or the Public Health Services Act), termination of our health plan, a "for cause" termination of coverage for reasons such as fraud, or you (or the person entitled to continued coverage) become enrolled in Medicare. However, if you become enrolled in Medicare, your covered dependents may still qualify for continuation coverage. The cost of continuation coverage must be paid by the individual choosing such coverage; however, the cost may not exceed 102% of the cost of the same coverage for a "similarly situated" employee or family member. When the continuation coverage for a disabled person is extended from 18 months to 29 months, the disabled person may be charged 150% (rather than 102%) of the cost of the coverage after expiration of the initial 18-month period.

(a) If you would otherwise lose your health plan coverage under this Plan because of a termination of employment or a reduction in hours, you may continue the health plan coverage provided under this plan. However, this will not be a tax-deductible expense to you, absent unusual circumstances.

(b) Your spouse may choose continuation of coverage for himself or herself if he or she loses group health coverage for any of the following reasons: (1) your death; (2) your divorce or legal separation; or (3) you become enrolled in Medicare.

(c) Your dependent children, including a child born to or placed for adoption with the Participant during the period of COBRA coverage, may choose continuation coverage for themselves if they lose group health coverage for any of the following reasons: (1) death of a parent; (2) your divorce or legal separation; (3) you become enrolled in Medicare; or (4) your dependent ceases to be a dependent child under this Plan.

It is your responsibility to notify the Plan Administrator of a divorce, legal separation or other change in marital status, change in a spouse's address, or a child losing dependent status under the plan, within sixty (60) days of the event. It is our responsibility to notify the Plan Administrator of your death, termination of employment or reduction in hours, the Employer's bankruptcy, or Medicare eligibility.

"Medicare" means the Health Insurance For the Aged and Disabled Act, Title XVIII of Public Law 89-97, Social Security, as amended.

Revised Definition of "Dependent" by WFTRA

The definition of "Dependents" has been revised under Section 152 of the Code by the Working Families Tax Relief Act of 2005, effective January 1, 2005. An individual is considered to be a dependent if he or she is a qualifying child or qualifying relative of the taxpayer.

The following four criteria must be met to be a qualifying child:

1. The individual has a specific family type relationship to the taxpayer
2. The individual does not provide more than half of his or her own support
3. The individual has the same place of residence as the taxpayer for more than half of the year
4. The individual does not turn age 19 (24 if a full time student), by the end of the Plan Year

In addition the following four criteria must be met to be a qualifying relative:

1. The individual has a specific family type relationship to the taxpayer
2. The individual is not a qualifying child of any other taxpayer
3. The individual receives more than half of his or her support from the taxpayer
4. The individual's annual gross income is less than the Section 151 limit (this criteria does not apply to health plans)

In the case of an individual who is permanently and totally disabled (as defined in Code Section 22 (e)(3)) at any time during such calendar year, the age requirement for a qualifying child does not apply.

No person shall be considered a Dependent of more than one Employee. If both an Employee and an Employee's spouse are employed by the Employer dependent children may be covered by either spouse, but not by both.

ERISA Rights Statement

The Employee Retirement Income Security Act of 1974 ("ERISA") was enacted to help assure that all employer-sponsored group Medical Insurance Benefits conform to standards set by Congress. An employee who is a Participant in the Plan is entitled to certain rights and protections under ERISA which

provides that all Participants will be entitled to (1) examine, without charge, at the Plan Administrator's office and at other appropriate locations, all Plan documents and copies of documents filed with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions; (2) obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator, subject to a reasonable charge for copies; and, (3) receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report. Plan records are kept on a Plan Year basis.

In addition to creating rights for plan participants, ERISA imposes duties upon those responsible for the operation of a plan who are called "fiduciaries" and who have a duty to operate the Plan prudently and in the interest of Participants and Beneficiaries. If a claim for a benefit under the Plan is denied in whole or in part, the claimant must receive a written explanation of the reason for the denial. The claimant has the right to have the claim reviewed and reconsidered.

Within 180 days of receipt of a notice denying a claim you or your duly authorized representative may request in writing a full and fair review of the claim by the Plan Administrator, or by an appeals committee appointed by the Employer for that purpose ("Committee"). The Plan Administrator may extend the 180-day period where the nature of the benefit involved or other attendant circumstances make such extension appropriate.

Under ERISA, there are steps an Employee covered under a plan can take to enforce the above rights. For instance, if the person requests materials and does not receive them within 30 days, the person may file suit in a federal court. In such a case, the court may require the City to provide the materials and pay the person up to \$110 a day until the person receives the materials, unless the materials were not sent because of reasons beyond the city's control.

If a person has a claim for benefits which is denied or ignored, in whole or in part, the person may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if an Employee covered under this Plan is discriminated against for asserting his or her rights, the person may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the claimant loses, the court may order the claimant to pay these costs and fees, for example, if it finds the claim to be frivolous.

If an Employee covered under the Plan has any questions about the Plan, the Employee should contact the City of Bedford Human Resources department. If an Employee has any questions about this statement of the Employee's rights under ERISA, the Employee should contact the nearest Area office of the U.S. Labor-Management Services Administration, Department of Labor.

Special Note: This is a Summary Plan Description only. Your specific rights to benefits under the Plan are governed solely, and in every respect by your Employer's Premium Only Plan Document, a copy of which is available from the City upon your request (see Statement of ERISA Rights). If there is any discrepancy between the description of the Plan as contained in this material and the official Plan document, the language of the Plan document shall govern.

Administrative Facts

Plan Sponsor and Administrator

The Plan is sponsored by the City of Bedford, 2000 Forest Ridge Drive, Bedford, TX 76021. The City of Bedford Human Resources Department shall act as Plan Administrator. The Plan Administrator manages the overall operations of the Plan and decides all questions that come to it on a fair and equitable basis for participants and their Beneficiaries. The HR Coordinator, the person in charge of

benefits of the City of Bedford, located at 2000 Forest Ridge Drive, Bedford, TX 76021, is responsible for the day-to-day operation of the Plan.

Plan Identification Numbers

The Employer Identification Number (“EIN”) assigned to the City of Bedford by the Internal Revenue Service (“IRS”) is 75-1166224. The Plan Number (“PN”) assigned to the Premium Only Plan by the City is 501. You should refer to these numbers in any correspondence about the Plan.

Service of Legal Process

The City of Bedford has designated the Plan Administrator as its agent for service of legal process in connection with claims under the Plan. Such process may be served on the City by directing the process to the Plan Administrator at the City of Bedford address.

Classification and Funding

This Plan is classified as a Code section 125 welfare benefits plan by the Department of Labor and is funded by Employer and Employee contributions.

Not a Contract of Employment

No provision of the Plan is to be considered a contract of employment between you and the Employer. The Employer’s rights with regard to disciplinary action and termination of the Employee, if necessary, are in no manner changed by any provision of the Plan.



CITY OF BEDFORD

Schedule A

SCHEDULE OF BENEFITS

- (X) GROUPS HEALTH INSURANCE PLAN
- (X) HSA HIGH DEDUCTIBLE HEALTH PLAN
- (X) HEALTH SAVINGS ACCOUNT (HSA) MODULE
- (X) HEALTH AND DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS (FSA)
- (X) GROUP DENTAL COVERAGE
- (X) VISION CARE INSURANCE
- () GROUP TERM LIFE INSURANCE
- () DISABILITY INCOME-SHORT TERM (A & S)
- () DISABILITY INCOME-LONG TERM (LTD)
- (X) CANCER INSURANCE
- () ACCIDENTAL DEATH AND DISMEMBERMENT
- (X) INTENSIVE CARE INSURANCE
- (X) ACCIDENT INSURANCE
- (X) HOSPITAL INDEMNITY INSURANCE

The Employee contributions necessary to obtain the coverage options set forth in this Schedule A above will be communicated by the Employer to Eligible Employees upon commencement of participation and to Participants at the time of the Enrollment Period. The required Employee contribution amounts will be considered as the maximum elective Employee contributions necessary for participation in each Plan option above. It is specifically the Participant's responsibility regarding insurance premium reimbursement not to request anything that could violate the terms of their insurance policy.



Council Agenda Background

PRESENTER: Eric Griffin, Deputy Police Chief

DATE: 08/11/15

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

ITEM:

Consider a resolution authorizing the City Manager to enter into the first year of a four-year contract with Scobee Foods, Inc., for the purchase of prisoner meals for the Detention Facility.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Police Department provides meals to all individuals held at the Bedford Detention Facility, including those detained by Immigration and Customs Enforcement (ICE).

Prisoner meals consist of three meals per day (breakfast, lunch and dinner) and all three meals combined must meet a minimum of 2,400 calories, per ICE contract guidelines. To simplify the feeding process, all individuals housed at the Bedford Detention Facility are provided the same meals.

The Police Department posted a Request for Proposal in the Fort Worth Star-Telegram on June 15, 2015 and again on June 22, 2015 for those interested in contracting with the City to provide prisoner meals. Only one proposal was received, which was from Scobee Foods, Inc. The contract will be for four years, with a yearly contract renewal.

The Police Department has utilized Scobee Foods, Inc. since 2004 and has been pleased with their level of service.

The quantity of prisoner meals purchased varies year-to-year based upon prisoner counts, especially ICE detainees. Based upon current fiscal year expenditures, the Police Department projects prisoner meals to total approximately \$35,000.

A portion of the revenues received through the ICE contract offsets the costs incurred with providing meals to ICE detainees.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into the first year of a four-year contract with Scobee Foods, Inc., for the purchase of prisoner meals for the Detention Facility.

FISCAL IMPACT:

Approximately \$35,000 paid out of Prisoner Care in the Detention Services budget.

ATTACHMENTS:

Resolution
Prisoner Meal Contract
Exhibit "A" (Quote Sheet)

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE FIRST YEAR OF A FOUR-YEAR CONTRACT WITH SCOBEE FOODS, INC., FOR THE PURCHASE OF PRISONER MEALS FOR THE DETENTION FACILITY.

WHEREAS, the City Council of Bedford, Texas determines the need to provide prisoner meals for those held at the Detention Facility; and,

WHEREAS, the City Council of Bedford, Texas recognizes that in order to meet Immigration and Customs Enforcement contract guidelines, three meals containing a combined minimum of 2,400 calories must be provided each day.

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

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

SECTION 2. That the City Manager is hereby authorized to enter into the first year of a four-year contract with Scobee Foods, Inc., for the purchase of prisoner meals for the Detention Facility.

PRESENTED AND PASSED this 11th day of August 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

**STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF BEDFORD AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2015 by and between the City of Bedford (hereinafter called the CITY) and

Company Name _____.

of the city of _____, County of _____, State of Texas (hereinafter called CONTRACTOR).

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

Article 1. PROJECT SCOPE

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 following:

**CONTRACTOR’S Service Quotation – Exhibit “A”
Subject: Prisoner Meals**

Article 2. CONTRACT TIME.

The Work will be completed in accordance with CONTRACTOR’S Service Quotation as outline in the attached hereto exhibit “A”.

Article 3. CONTRACT PRICE.

3.1. The CITY shall pay CONTRACTOR the prices in the CONTRACTOR’S price agreement proposal plus additional work performed or when authorized by the CITY.

Article 4. PAYMENT PROCEDURES.

4.1. Payment to CONTRACTOR will be paid as addressed on the quotation from the CONTRACTOR. All charges are to be less sales tax as the CITY is tax exempt.

Article 5. CONTRACTOR’S REPRESENTATIONS.

In order to induce the CITY 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 the CITY written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution by the CITY is acceptable to CONTRACTOR.

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; and 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 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. The CITY 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: The CITY may terminate the Contract by giving CONTRACTOR a **ten day notice** in writing. Upon delivery of such notice by the CITY to CONTRACTOR, CONTRACTOR shall discontinue all services in connection with the performance of the Contract and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Contract. As soon as practicable after receipt of notice of termination, CONTRACTOR shall submit a statement, showing in detail the services performed under this Contract to the date of termination. The CITY 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.

6.4. SUBCONTRACTING:

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

2. CONTRACTOR shall be fully responsible to the CITY for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

3. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the CITY. 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 CITY and CONTRACTOR, same being attached hereto and incorporated herein as Exhibit A, consist of the following:

8.1 CONTRACTOR'S Service Quotation

Article 9. INDEMNIFICATION.

The CONTRACTOR hereby agrees to defend, indemnify, and hold the CITY and all of its officers, agent, 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, of 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 CITY by its City Manager, or authorized representative, this agreement will be effective

on the _____ day of _____, 2015.

The City:

CITY OF BEDFORD
2000 FOREST RIDGE DRIVE
BEDFORD, TEXAS 76021

By: Roger Gibson, City Manager

CONTRACTOR:

Name: _____.

Address: _____

City: _____

State & Zip: _____

By: _____

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

Approved as to Form and Legality this _____ day of _____ 2015.

City Attorney

CONTRACTOR'S Seal (if incorporated)

EXHIBIT "A"

QUOTE SHEET

The quantities listed are estimates only and the City reserves the right to order more or less during the term of the contract.

This contract is for twelve months with three consecutive twelve month renewals. Each renewal will require a 30 day advance notice from the contractor. A price increase at the time of renewal will be considered by the City based on the consumer price index, but not to exceed 5% of the total annual contract.

ITEM	ITEM DESCRIPTION	UNIT PRICE
BREAKFAST	SEE ATTACHED	
LUNCH		
DINNER		

AUTHORITY TO QUOTE

I agree to meet the stated minimum requirements as set forth in these specifications and in the instructions to Bidders for the quoted process indicated above.

Date: 6/18/2015

Bidder/Company Name: SCOBEE FOODS

Authorized Representative: RICHARD INGE

Signed: [Signature] Title: VP

Address: 1812 CORINTH STREET

City, State & Zip: DALLAS, TX 75215

Phone: 214-421-0898 Email: INFO@SCOBEEFOODS.COM

Bedford Jail Bid Prices

63075	Bacon Cheddar Burger 5.75 oz 2.5 oz patty, 1 slice cheddar,1 slice bacon, 4 1/2" bun	\$2.12
63074	Charbroil Burger w/ Cheese 5.5oz 2.5oz patty, 1 slice imitation cheese,mustard, 4 1/2" bun	\$1.82
60300	Giant Turkey & Swiss 6.5oz 3oz Turkey, 1 slice imitation American cheese, Texas Toast	\$1.72
50701	Breakfast on a Bun 5.75oz 1.5oz sausage patty, 1 slice Cheddar, 1 Fried Egg Patty, 4" Bun	\$1.29
65228	Ham & Cheese on White Bread 5.0 oz 2.5oz Ham, .5oz real Cheese on White Bread	\$1.14
65229	Turkey & Cheese on White Bread 5.0 oz 2.5oz Turkey, .5oz Real Cheese on White Bread	\$1.14
7087000002	Honey bun 4oz	\$0.79
2840007916	Grand Ma's Choc. Chip Cookies 2.5oz	\$0.49
104 ct	Small Chips Plain (cs)	\$36.25
6068	Don Miguel Beef & Bean Burrito 10oz	\$1.20



Council Agenda Background

PRESENTER: Les Hawkins, Deputy Chief

DATE: 08/11/15

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with the Hurst-Euless-Bedford Independent School District to provide two School Resource Officers for the 2015/16 school year, in the amount of \$153,850, paid for by the District.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

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

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

For these services, the District agrees to pay the City of Bedford the salary and benefit costs for the two officers. For the 2015/16 school year, the District agrees to reimburse the City of Bedford \$76,925 per officer, for a total of \$153,850. Included in this year's funding is a three percent increase over last year for each officer.

The contract will become effective on August 17, 2015. The Hurst-Euless-Bedford School Board of Trustees approved and signed the School Resource Officer contract on July 13, 2015.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with the Hurst-Euless-Bedford Independent School District to provide two School Resource Officers for the 2015/16 school year, in the amount of \$153,850, paid for by the District.

FISCAL IMPACT:

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

ATTACHMENTS:

Resolution
Contract

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE HURST-EULESS-BEDFORD INDEPENDENT SCHOOL DISTRICT TO PROVIDE TWO SCHOOL RESOURCE OFFICERS FOR THE 2015/16 SCHOOL YEAR, IN THE AMOUNT OF \$153,850, PAID FOR BY THE DISTRICT.

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

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

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

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

SECTION 2. That the City Manager is hereby authorized to enter into a contract with the Hurst-Euleless-Bedford Independent School District to provide two School Resource Officers for the 2015/16 school year, in the amount of \$153,850, paid for by the District.

PRESENTED AND PASSED this 11th day of August 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

BOARD OF TRUSTEES

ELLEN JONES
President

DAWN JORDAN-WELLS
Vice-President

JULIE COLE
Secretary



JOE HARRINGTON, ED.D.
Assistant Superintendent – Secondary Administration

BOARD OF TRUSTEES

FAYE BEAULIEU, Ph.D.

FRED CAMPOS

ANDY CARGILE

MATT ROMERO

July 14, 2015

Les Hawkins, Interim Chief of Police
Bedford Police Department
2121 L. Don Dodson Drive
Bedford, TX 76021

Re: School Resource Officer Contract
for 2015-2016 School Year

Dear Chief Hawkins:

Our Board of Trustees approved and signed the School Resource Officer Contract on Monday, July 13, 2015.

Enclosed are two signed originals of the contract. I would appreciate your assisting me by obtaining the required signatures of the city officials listed. After obtaining the signatures on both originals, please keep one original for your records and send the second original back to me.

Also, please make sure you send us the Insurance Certificate with “Waiver of Subrogation” and “Additional Insured” coverage before the effective date on the contract.

Thank you for your assistance in this matter. We look forward to working with the City of Bedford once again in the upcoming 2015-2016 school year!

Sincerely,

Joe Harrington, Ed.D.
Assistant Superintendent
Secondary Administration

JH/lis
Enclosure

SCHOOL RESOURCE OFFICER CONTRACT

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

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

WITNESSETH

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

A. Assignment and Selection of School Resource Officers

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

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

B. Job Responsibilities of School Resource Officers

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

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

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

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

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

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

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

C. Hours of Work

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

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

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

D. Consideration

1. District agrees to pay the City \$76,925.55 per officer assigned to the program. The total amount will be divided into four equal installments, and will be billed by the City, to be due on or before September 1, December 1, March 1, and June 1 of the contract year.

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

E. Term

1. This contract shall be effective August 17, 2015, and shall expire July 31, 2016. Either City or District may cancel this contract by giving the other party thirty (30) days written notice of cancellation. If this contract is terminated prior to the end of the contract year, District shall be entitled to a pro-rate reimbursement of unused funds paid by the district.

F. Indemnification

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

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

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

G. Miscellaneous

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

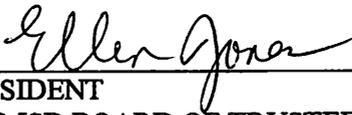
2. City and District agree that no promise or agreement which is not herein expressed has been made to either party and that neither party is relying upon any statement or representation other than the terms stated in this Contract.

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

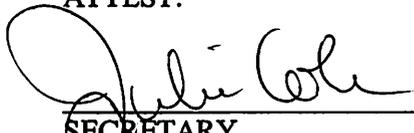
4. This Contract is fully performable in Tarrant County, Texas. Venue for any claim under this Contract shall be in Tarrant County, Texas.

AGREED TO:

HURST-EULESS-BEDFORD
INDEPENDENT SCHOOL DISTRICT

By: 
PRESIDENT
HEB ISD BOARD OF TRUSTEES

ATTEST:


SECRETARY
HEB ISD BOARD OF TRUSTEES

AGREED TO:

CITY OF BEDFORD

By: _____
ROGER GIBSON
INTERIM CITY MANAGER

ATTEST:

MICHAEL WELLS
CITY SECRETARY



Council Agenda Background

PRESENTER: Kelli Agan, Assistant City Manager

DATE: 08/11/15

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Fort Worth, Arlington, Hurst, North Richland Hills and the County of Tarrant, Texas for the Fiscal Year 2015 Byrne Justice Assistance Grant (JAG) Formula Program Award.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In June 2015, the Police Department, along with the cities of Fort Worth, Arlington, Hurst, North Richland Hills and the County of Tarrant, made application for the Fiscal Year 2015 Byrne Justice Assistance Grant (JAG) Formula Program Award.

Through this grant, the Police Department will be seeking to purchase Automated External Defibrillators (AEDs) for the Patrol Division. The funding request includes the purchase of six AEDs and partial funding for one additional AED (with the remainder of the cost paid for out the Patrol Minor Apparatus account). These units will be placed in the front line Patrol units.

AEDs are portable electronic devices that automatically diagnose life-threatening cardiac arrhythmias of ventricular fibrillation and ventricular tachycardia, and are able to treat patients through defibrillation (the application of electrical therapy which stops the arrhythmia, allowing the heart to reestablish an effective rhythm).

Often times, the Patrol Division is the first to arrive on-scene to calls requiring medical assistance. In 2014, the Patrol Division responded to two separate incidents where AEDs could have been utilized, if available.

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

Since the County is considered disparate, all cities participating in the Fiscal Year 2015 Byrne Justice Assistance Grant must provide Tarrant County with 25% of the award allocation per grant guidelines. The grant allocates \$12,985 to the City of Bedford, of which \$3,246 will be reallocated to Tarrant County, leaving a funding balance of \$9,739.

This MOU is the first of two MOUs required by the grant. This MOU outlines the parties, 25% funding to Tarrant County, subrecipient award amounts and other grant provisions as required by the grant. The second MOU will be presented in the fall to award the grant contract and outline the provisions contained within the award document.

The Fiscal Year 2015 Byrne Justice Assistance Grant (JAG) Program Award funding does not require a cash match from the City of Bedford.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Fort Worth, Arlington, Hurst, North Richland Hills and the County of Tarrant, Texas for the Fiscal Year 2015 Byrne Justice Assistance Grant (JAG) Formula Program Award.

FISCAL IMPACT:

FY 2015 JAG Grant Funding:	\$9,739
Patrol Minor Apparatus:	\$1,461

ATTACHMENTS:

Resolution
Memorandum of Understanding

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF BEDFORD AND THE CITIES OF FORT WORTH, ARLINGTON, HURST, NORTH RICHLAND HILLS AND THE COUNTY OF TARRANT, TEXAS FOR THE FISCAL YEAR 2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) FORMULA PROGRAM AWARD.

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

WHEREAS, the City Council of Bedford, Texas acknowledges the City of Fort Worth as the fiscal agent and distributor of all Fiscal Year 2015 Byrne Justice Assistance Grant (JAG) Formula Program Award funds between the cooperating parties; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that 25% of the Fiscal Year 2015 Byrne Justice Assistance Grant (JAG) will be provided to Tarrant County per grant guidelines.

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

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

SECTION 2. That the City Council of Bedford, Texas, authorizes the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Fort Worth, Arlington, Hurst, North Richland Hills and the County of Tarrant, Texas for the Fiscal Year 2015 Byrne Justice Assistance Grant (JAG) Formula Program Award.

PRESENTED AND PASSED this 11th day of August 2015 by a vote of ___ ayes, ___ nays and ___ abstention, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

CITY SECRETARY CONTRACT NO. _____

THE STATE OF TEXAS

COUNTIES OF TARRANT,
DENTON AND WISE

KNOW ALL BY THESE PRESENT

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

FY 2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) FORMULA PROGRAM AWARD

This Memorandum of Understanding ("MOU") is made and entered into this ___ day of _____ 2015, by and between the COUNTY of TARRANT, acting by and through its duly authorized representative, hereinafter referred to as COUNTY, the CITY of FORT WORTH, acting by and through its duly authorized representative, hereinafter referred to as CITY, and the Cities of Arlington, Bedford, Hurst, North Richland Hills, acting by and through their duly authorized representatives, and hereinafter collectively referred to as SUBRECIPIENT, located entirely within the State of Texas, witnesseth:

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

WHEREAS, under the FY 2015 Byrne Justice Assistance Grant (JAG), the Department of Justice (DOJ) has awarded a total of \$518,315.00 to be distributed to the parties to this MOU; and

WHEREAS, the CITY has agreed to serve as the fiscal agent for the FY 2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG), and distribute all such funds between the cooperating parties; and

WHEREAS, the CITY agrees to provide the COUNTY \$84,394.00 a portion from the FY 2015 JAG award; SUBRECIPIENTS:

ARLINGTON agrees to provide the COUNTY \$35,016.00 from the JAG award,
BEDFORD agrees to provide the COUNTY \$3,246.00 from the JAG award,
HURST agrees to provide the COUNTY \$3,732.00 from the JAG award,
NORTH RICHLAND HILLS agrees to provide the COUNTY \$3,190.00 from the JAG award,

WHEREAS, the CITY, SUBRECIPIENTS and COUNTY believe it to be in their best interests to reallocate the FY 2015 JAG funds as set forth herein.

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

Section 1.

CITY agrees to reimburse the COUNTY a total of \$129,578.00 of JAG funds.
CITY agrees to reimburse SUBRECIPIENT ARLINGTON a total of \$105,049.00 of JAG funds.
CITY agrees to reimburse SUBRECIPIENT BEDFORD a total of \$9,739.00 of JAG funds.
CITY agrees to reimburse SUBRECIPIENT HURST a total of \$11,197.00 of JAG funds.
CITY agrees to reimburse SUBRECIPIENT NORTH RICHLAND HILLS a total of \$9,570.00 of JAG funds.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

This MOU creates no rights in any third party.

Section 6.

As to each individual party, this MOU incorporates by reference the terms and conditions contained in the following three additional documents, as if set forth at length herein: (1) the Memorandum of Understanding between the City of Fort Worth and the individual municipality or county; (2) the applicable Grant Award Agreement; and (3) the individual municipality's budget submitted in connection with this grant award. This MOU, including the documents incorporated specifically herein by reference, contains the entire understanding between the parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement or other documents are hereby declared null and void to the extent they may conflict with any provision of this MOU.

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

Section 7.

The person signing this MOU hereby warrants that he or she has the legal authority to execute this MOU on behalf of his or her respective Party, and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the entity. The other Party is fully entitled to rely on this warranty and representation in entering into this MOU.

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

CITY OF FORT WORTH, TEXAS

ATTEST:

By: _____
Rudolph Jackson
Interim Assistant City Manager

City Secretary

Date: _____

Date: _____

Contract No.: _____

M&C No.: _____

APPROVAL RECOMMENDED:

Rhonda K. Robertson
Chief of Police

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Victoria Honey
Assistant City Attorney

Date: _____

COUNTY OF TARRANT, TEXAS

By: _____
B. Glen Whitley
County Judge

APPROVED AS TO FORM:

By: _____
Criminal District Attorney's Office

DRAFT

CITY OF ARLINGTON, TEXAS

By: _____
Theron Bowman, PhD.
Deputy City Manager

DRAFT

CITY OF BEDFORD, TEXAS

By: _____
Roger Gibson
Interim City Manager

DRAFT

CITY OF HURST, TEXAS

By: _____
W. Allan Weegar
City Manager

DRAFT

CITY OF NORTH RICHLAND HILLS, TEXAS

By: _____
Mark Hindman
City Manager

DRAFT



Council Agenda Background

PRESENTER: Kelli Agan, Assistant City Manager

DATE: 08/11/15

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

ITEM:

Consider a resolution to approve a license agreement addendum to the Meadowpark License Agreement with the Hurst-Euless-Bedford Independent School District.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The Hurst-Euless-Bedford Independent School District has requested an amendment to the current Meadowpark License Agreement. The amendment would include changes to item number 12 of the agreement relating to liability insurance.

The current agreement was drafted in December 1990. The requested change brings the agreement in line with current insurance practices.

There are no other recommended changes to the existing lease.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution to approve a license agreement addendum to the Meadowpark License Agreement with the Hurst-Euless-Bedford Independent School District.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
License Agreement Addendum
Meadowpark License Agreement

RESOLUTION NO. 15-

A RESOLUTION TO APPROVE A LICENSE AGREEMENT ADDENDUM TO THE MEADOWPARK LICENSE AGREEMENT WITH THE HURST-EULESS-BEDFORD INDEPENDENT SCHOOL DISTRICT.

WHEREAS, the City Council of Bedford, Texas has determined a need to continue the Meadowpark License Agreement with the Hurst-Euleless-Bedford Independent School District; and,

WHEREAS, the City Council of Bedford, Texas has determined that the addition of the liability insurance addendum corresponds with current insurance practices.

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 a license agreement addendum to the Meadowpark License Agreement with the Hurst-Euleless-Bedford Independent School District.

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

PRESENTED AND PASSED this 11th day of August 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

**Hurst-Eules-Bedford ISD
License Agreement Addendum**

This License Agreement addendum between the City of Bedford and the Hurst-Eules-Bedford ISD (“District”), both parties acting through their authorized representatives, and concerns certain property (the “Property”) owned and/or occupied by the District, more particularly described as follows:

A 17.48 acre tract of land, more or less, situated in the Liberty J. Teeter Survey, Abstract 1517, Tarrant County, Texas, identified in the records of the Tarrant Appraisal District as Account Number 04209826.

- Change item 12 from:

“CITY agrees to keep in force, at its expense, during the term of this Agreement, public liability insurance in companies acceptable to HEB ISD for property damages in the amount of \$100,000.00 and for bodily injury or death in the amount of \$100,000.00 for each person insured, or a maximum \$300,000.00 per occurrence. The public liability insurance shall cover both HEBISD and CITY against any and all claims, accidents, damages, liability and expenses in connection with personal injuries or damage to property arising from or out of the intended use of the premises used by CITY. CITY agrees to furnish to HEBISD a certificate of insurance evidencing this public liability insurance coverage.”

Change item 12 to:

“CITY agrees to keep in force, at its expense, during the term of this agreement, General Liability Insurance in companies acceptable to HEB ISD for property damage & bodily injury Combined Single Limit of \$1,000,000 with an annual Aggregate of \$2,000,000. This Coverage shall include HEB ISD as “Additional Insured” with a “Waiver of Subrogation”. The General Liability shall cover both HED ISD and City against any and all claims, accidents, damages, liability and expenses in connection with Bodily Injury and Property Damage arising from or out of the intended use of the premises used by CITY. CITY agrees to furnish to HEB ISD a certificate of insurance evidencing this General Liability Coverage and endorsements annually.”

- All other terms and agreements between the City of Bedford and Hurst-Eules-Bedford ISD included in the License Agreement dated December 11, 1990 shall remain in full effect and force and will not be affected or modified in any other way other than those as specified in this addendum to the agreement.
- Each undersigned representative represents that he/she is duly authorized and empowered to enter into and to execute this Addendum.

IN WITNESS WHEREFORE, this instrument is executed on and shall be effective as of this _____ day of _____, 2015.

HURST-EULESS-BEDFORD
INDEPENDENT SCHOOL DISTRICT

CITY OF BEDFORD, TEXAS


Stephen Chapman - Superintendent
(817) 399-2020
1849 Central Dr.
Bedford, TX 76022

Jim Griffin Mayor

Telephone Number

(Address)

STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into by and between the BOARD OF TRUSTEES of the HURST-EULESS-BEDFORD INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas and a legally constituted Independent School District within Tarrant County, Texas, hereinafter called "HEBISD", and the CITY OF BEDFORD, a municipal corporation of the State of Texas, within Tarrant County, Texas, hereinafter called "CITY".

RECITALS

WHEREAS, on May 3, 1983, the parties entered into an agreement for the limited use of HEBISD land by the CITY; and

WHEREAS, the parties desire to amend the agreement.

NOW THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

1. Description. HEBISD grants to CITY a license for the use of a tract of land containing approximately 13.7 acres out of the L.J. Teeter Survey in the City of Bedford, Tarrant County, Texas, and being more particularly described as follows:

All that certain tract or parcel of land out of the L.J. Teeter Survey, A-1517, Bedford, Tarrant County, Texas, and being part of a 40 acre tract conveyed to Hurst-Eules-Bedford Independent School District as recorded in Volume 4819, Page 183, a 1.6 acre tract conveyed by Marvin Fox to Texas Power and Light Company in Volume 2867, Page 271, and a 17.483 acre tract conveyed to Hurst-Eules-Bedford Independent School District in Volume 4821, Page 410, Deed Records, Tarrant County, Texas, and being further described as follows;

BEGINNING at a point in west right-of-way line of Wildwood Drive 500.0 feet North of the Southeast corner of said 40 acre tract as referenced above;

THENCE North along the West right-of-way line of Wildwood Drive approximately 1330 feet to the Northeast corner of above referenced 17.483 acre tract;

THENCE West along the North line of said 17.483 acre tract 450.0 feet;

THENCE South parallel to the West right-of-way line of said Wildwood Drive approximately 1330 feet to a point;

THENCE East 450.0 feet to the place of beginning and containing approximately 13.7 acres of land.

2. Term of License. This Agreement shall continue until it is terminated by either party upon giving written notice to the other party six (6) months in advance of its intention to terminate this License Agreement.

3. Fee. The fee for this use is the sum of ONE DOLLAR (\$1.00) per year, payable on the 3rd day of May each year during the term of this Agreement.

4. Use of Premises. The premises shall be used for two soccer fields, two softball diamonds, a parking area, and a tree farm. These are the improvements which have been approved by HEBISD for the use of the premises.

5. Preparation of Premises. CITY shall, at its own cost and expense, perform all work and furnish all materials necessary to complete the premises for the proposed use. In this connection, CITY shall separate the premises from the larger tract of 40 acres by a perimeter fence constructed by CITY of four-strand barbed wire.

6. Maintenance and Repair. CITY shall, at its sole expense, maintain and repair the premises. In addition, at CITY'S sole expense, CITY shall cultivate and level the land on the property and shall have the authority to plant trees on the property as it sees fit, for the purpose of establishing a tree farm for CITY trees. Further, CITY shall maintain and care for the

trees and may remove the trees it plants at any time during the term of this agreement. The trees planted by CITY on HEBISD'S land and remaining at the termination of this agreement shall become the property of HEBISD.

7. Additional Improvements. prior to making any additional improvements to the premises other than the improvements described on Exhibit "A", CITY shall obtain the written approval of HEBISD.

8. CITY'S Default. If this CITY fails, for any reason, to perform any provision of this License Agreement, this Agreement may be terminated by HEBISD if the default continues for a period of ten (10) days after HEBISD notifies CITY of the default and its intention to declare this Agreement terminated. HEBISD reserves unto itself all remedies necessary to enforce the provisions of this paragraph.

9. Termination. In the event HEBISD terminates this Agreement under either paragraph 2 or 8, HEBISD shall have the right to resume possession of the premises and CITY agrees to peacefully vacate the premises. Should this Agreement be terminated pursuant to paragraph 2, CITY shall have a period of six (6) months to remove only the improvements erected on the premises which are specified by HEBISD to be removed. Should this Agreement be terminated pursuant to paragraph 8, CITY shall have a period of ninety (90) days after this Agreement is terminated to remove only the improvements which are specified by HEBISD to be removed and which were erected on the premises prior to the end of ninety (90) days.

10. Entry upon Premises. HEBISD shall have the right to enter the premises at all reasonable times for the purposes of inspection and viewing of the premises.

11. Indemnity. CITY agrees to indemnify, save and hold harmless and defend HEBISD against any and all costs, attorney's

fees incurred by HEBISD, liability, claims, demands and lawsuits for damages of any and every kind and for injury to or death of any person or persons and for damage to or loss of property arising out of or attributable, directly or indirectly, to the operation or use of the premises by CITY. It is the intention of CITY that this indemnity shall apply whether or not the costs, liability, claims, demands or lawsuits arise from the negligence, gross negligence, or contractual negligence of HEBISD.

12. Insurance. CITY agrees to keep in force, at its expense, during the term of this Agreement, public liability insurance in companies acceptable to HEBISD for property damages in the amount of \$100,000.00 and for bodily injury or death in the amount of \$100,000.00 for each person insured, or a maximum \$300,000.00 per occurrence. The public liability insurance shall cover both HEBISD and CITY against any and all claims, accidents, damages, liability and expenses in connection with personal injuries or damage to property arising from or out of the intended use of the premises used by CITY. CITY agrees to furnish to HEBISD a certificate of insurance evidencing this public liability insurance coverage.

13. Parties Bound. This agreement shall be binding upon the successors and assigns of both parties in like manner as upon the original parties.

EXECUTED THIS THE 11th day of December, 1990.

HEBISD: HURST-EULESS-BEDFORD
INDEPENDENT SCHOOL DISTRICT

CITY: CITY OF BEDFORD

BY: Lennijo Blair
LENNIJO BLAIR, PRESIDENT

BY: L. Don Dodson
L. DON DODSON, MAYOR

ATTEST:

ATTEST:

Joe Waller
JOE WALLER, SECRETARY

Beth A. Davis
BETH A. DAVIS, SECRETARY

AMENDMENT NO. ONE

The Amendment attached to and made a part of the License Agreement ("Agreement") and dated December 11, 1990, by and between the Hurst-Euleless-Bedford Independent School District (HEB ISD), a political subdivision of the State of Texas and the City of Bedford (City) a municipal corporation of the State of Texas.

In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Excepts as set forth below, all provisions of the Agreement remain unchanged and in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Section 4. Use of Premises of the Agreement is hereby deleted in its entirety and replaced with the following language:

Use of Premises. The premises shall be used for two soccer fields, two softball diamonds, a parking area, a tree farm, trails, and a dog park. These are the improvements which have been approved by HEB ISD for the premises.

IN WITNESS WHEREOF, the parties have caused the Amendment to be executed on the 27 day of January, 2013

HEB ISD: HURST-EULESS-INDEPENDENT SCHOOL DISTRICT

CITY: CITY OF BEDFORD

BY: Steve Chapman
Title: Super of Schools
Date: 12/11/2012
(Date approved by Board)

BY: Reva Griffith
Title: City Manager
Date: 3/4/13

**Hurst-Eules-Bedford ISD
License Agreement Addendum**

This License Agreement addendum between the City of Bedford and the Hurst-Eules-Bedford ISD ("District"), both parties acting through their authorized representatives, and concerns certain property (the "Property") owned and/or occupied by the District, more particularly described as follows:

A 17.48 acre tract of land, more or less, situated in the Liberty J. Teeter Survey, Abstract 1517, Tarrant County, Texas, identified in the records of the Tarrant Appraisal District as Account Number 04209826.

The District hereby grants to the City of Bedford its sub-contractors, consultants and agents, in accordance with item 7 (seven), page 3 (three) of the License Agreement dated December 11, 1990, to perform the following work:

- Construct new fencing around the baseball fields
 - Seed new turf
 - Construct new spectator stands
 - Refurbish concession stand
 - Refurbish/update dugouts
 - Install new lighting for the fields

- The District reserves whatever rights, title, and interest in and to the Property it may possess, and these modifications to the baseball fields shall in no way prejudice the District's right to receive full and just compensation as allowed by law for any interest in and to the property, and damages, if any, to the Property.

- The District grants the City, its sub-contractors, consultants and agents, the right of ingress and egress over and across the Property for the purpose of upgrading the existing baseball fields in accordance with the above list of improvements in accordance with all City regulations, permit requirements, and ordinances.

- Representatives of the City, at all times while on the Property, shall adhere to all District policies concerning conduct while on District properties including policies related to the use of tobacco, alcohol or the possession of any weapons or firearms.

- To the extent permitted by Texas law and without waiving any defenses, including governmental immunity, the City agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including reasonable attorney's fees and other professional fees, that may be imposed upon, incurred by or asserted against the District, its trustees, officers, employees and agents, that arise out of or in connection with the upgrade of the baseball fields. The City will also be responsible for the safety of all its employees, contractors, consultants, invitees and agents who enter onto the Property and the City will be responsible for any damage to any infrastructure caused by

its entry onto or use of the Property. The provisions in this paragraph are solely for the benefit of the District, its trustees, officers, employees and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third party.

- After the upgrades and modifications are complete, the City shall return the Property to the same condition as it existed prior to the City's construction and will remove all trash, debris and any other items left on the Property as a result of the upgrade of the baseball fields.
- All other terms and agreements between the City of Bedford and Hurst-Euleless-Bedford ISD included in the License Agreement dated December 11, 1990 shall remain in full effect and force and will not be affected or modified in any other way other than those improvements to the baseball field as specified in this addendum to the agreement.
- Each undersigned representative represents that he/she is duly authorized and empowered to enter into and to execute this Addendum.

IN WITNESS WHEREFORE, this instrument is executed on and shall be effective as of this _____ day of _____, 2015.

HURST-EULESS-BEDFORD
INDEPENDENT SCHOOL DISTRICT

CITY OF BEDFORD, TEXAS

Stephen Chapman - Superintendent
(817) 399-2020
1849 Central Dr.
Bedford, TX 76022

Jim Griffin – Mayor

Telephone Number

(Address)



Council Agenda Background

PRESENTER: Kelli Agan, Assistant City Manager

DATE: 08/11/15

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

ITEM:

Consider a resolution authorizing the City Manager to purchase playground structures from Play & Park Structures in the amount of \$103,048.48.

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 regarding placement of these structures.

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 \$43,000 of added value.

Staff and the Parks and Recreation Board have selected Brookhollow Park and Monterrey Park 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 \$103,048.48.

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.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase playground structures from Play & Park Structures in the amount of \$103,048.48.

FISCAL IMPACT:

Budget FY 14/15:	\$120,000.00
Actual Amount:	\$103,048.48
Soft Landing & Border:	\$10,000.00
Variance:	\$6,951.52

ATTACHMENTS:

Resolution
Brookhollow Park Quote and Drawings
Monterrey Park Quote and Drawings

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE PLAYGROUND STRUCTURES FROM PLAY & PARK STRUCTURES IN THE AMOUNT OF \$103,048.48.

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 Monterrey Park 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 City Manager to purchase playground structures from Play & Park Structures in the amount of \$103,048.48.

PRESENTED AND PASSED this 11th day of August 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

Facsimilie _____

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

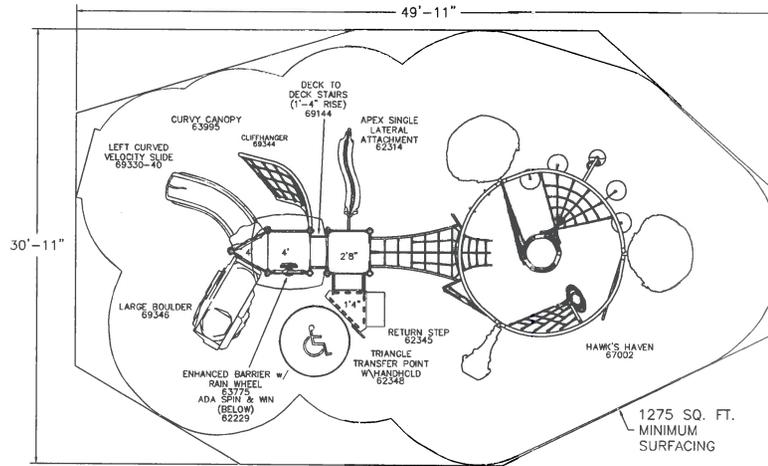
play&park
structures

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

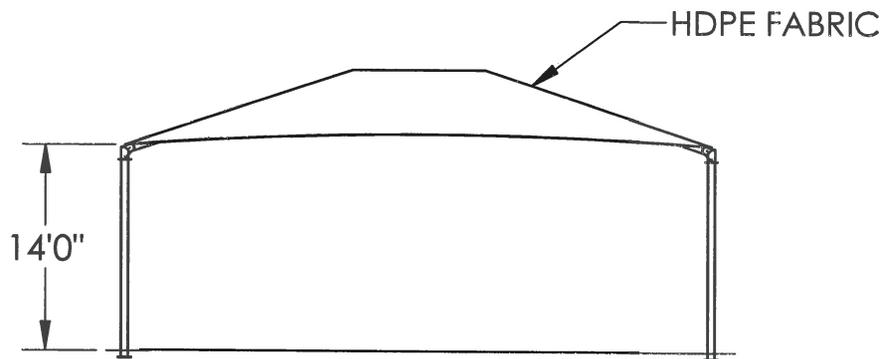
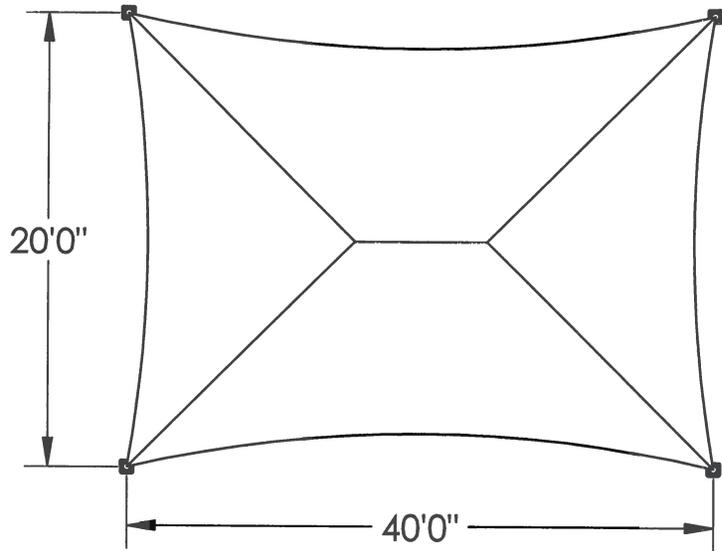


Total Play Components	8		
Elevated Play Components	6		
Elevated Play Components Accessible by Ramp	0	Req.	0
Elevated Components Accessible by Transfer	6	Req.	3
Accessible Ground Level Components Shown	2	Req.	2
Different Types of Ground Level Components	2	Req.	2

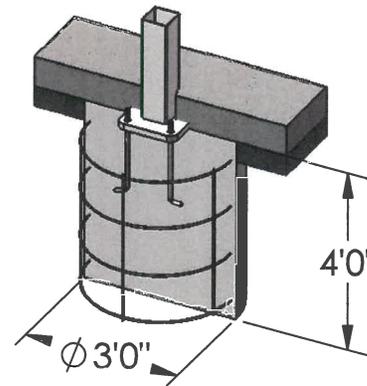
<u>User Capacity</u>	40-50
<u>Critical Fall Height</u>	8'-0"



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
 phone (618) 282-8200
 fax (618) 282-8202

**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: David Robertson

MONTERREY PARK

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

Quote Number: 718-89771A
 Quote Date: 7/14/2015

Stock ID	Description	Quantity	Weight	Unit Price	Amount
60041	13' UPRIGHT(ALUM)W/O CAP-5"OD	2	70	\$384.00	\$768.00
60042	14' UPRIGHT(ALUM)W/O CAP-5"OD	1	38	\$422.00	\$422.00
61383	SINGLE POST FABRIC SHADE	3	1416	\$4,846.00	\$14,538.00
67776	FREEST 6' SINGLE VELOCITY WAVE SLIDE	1	727	\$4,144.00	\$4,144.00
67832	Button Step	1	25	\$225.00	\$225.00
68480	ENERGY	1	1723	\$33,892.00	\$33,892.00
MBT410	SYNCHRO SPINNER	1	95	\$879.00	\$879.00
INSTALL		1	0	\$13,500.00	\$13,500.00

Total Weight: 4094
 SubTotal: \$68,368.00
 Grant Discount: \$21,709.40
 Freight: \$3,183.44
Total Amount: \$49,842.04

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: A certified Play & Park Structures Installer is recommended for play equipment installation. 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: _____

Monterrey Park
Bedford, Texas

Play & Park Structures of Northwest Texas

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

Minimum Area Required:
41'-2" x 39'-6"

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

Drawn By:
J. Swieczkowski
Date:
7/14/2015
Quote Number:
718-89771A

play&park
structures

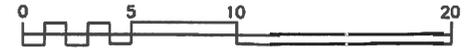
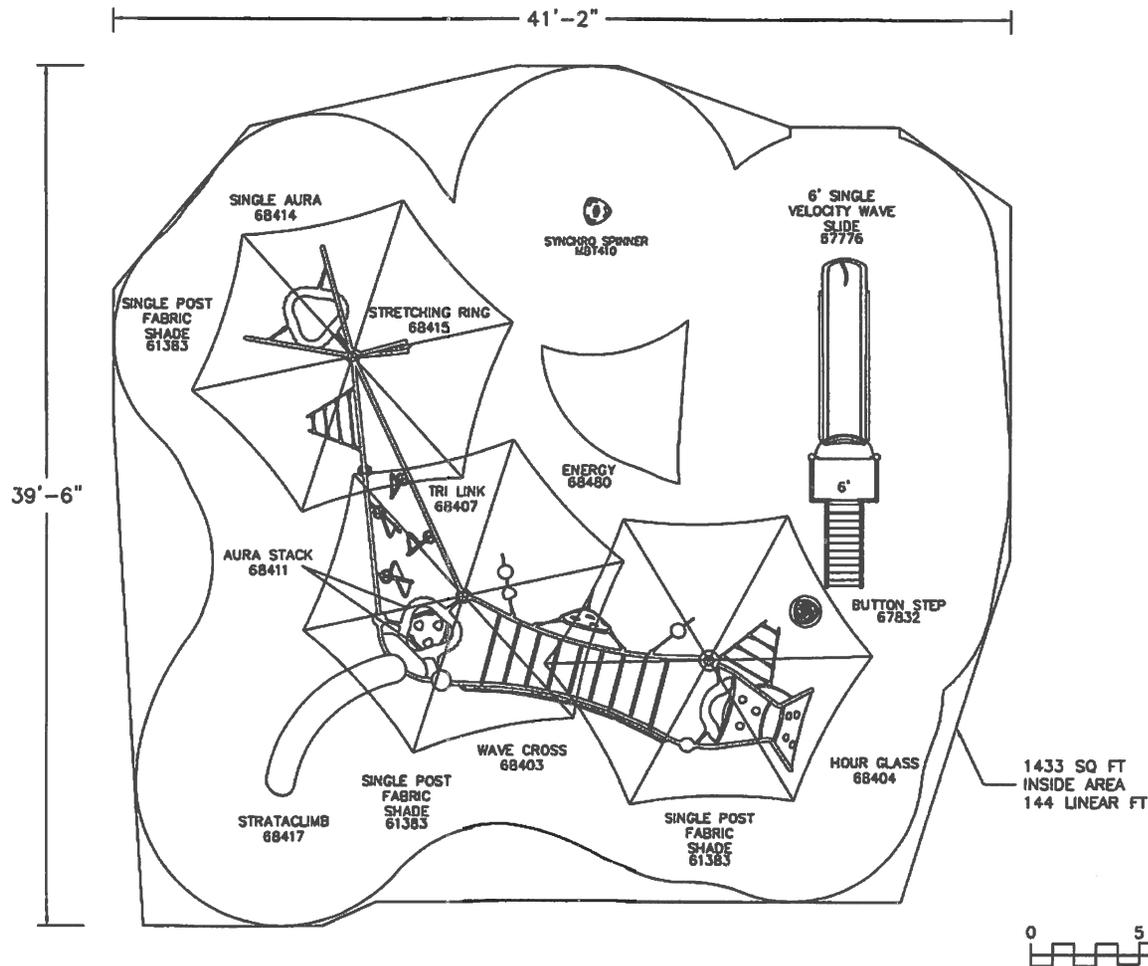
401 Chestnut St., Ste. 410
Chattanooga, TN 37402
800-727-1907 / www.playandpark.com



Total Play Components		10	
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		10	Req. 0
Different Types of Ground Level Components		5	Req. 0

User Capacity	
	40-50
Critical Fall Height	
	8'-0"

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.

rd, TX
9771A



edford, TX
B-89771A





Council Agenda Background

PRESENTER: James Tindell, Fire Chief
Bobby Sewell, Deputy Fire Chief

DATE: 08/11/15

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

ITEM:

Consider a resolution adopting the Tarrant County Mitigation Action Plan as this jurisdiction's Multi-Hazard Mitigation Plan and executing the actions in the plan subject to available funding.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Tarrant County, including Bedford, is vulnerable to a number of hazards, both natural and technological and has experienced a variety of disasters, including tornados and severe hail storms. Technological events have included large hazardous material spills, chemical plant fires, petroleum fires, and a number of gasoline tanker accidents. Goals, strategies, and projects to mitigate those risks are identified and analyzed as a part of the Tarrant County Hazardous Mitigation Action Plan.

Preparation of the Tarrant County Hazardous Mitigation Action Plan has been coordinated by the Tarrant County Office of Emergency Management, as well as the North Central Texas Council of Governments. Twenty-three jurisdictions, including Bedford, are participating in this plan. The Tarrant County Hazardous Mitigation Action Plan will be incorporated into Annex P of the City of Bedford Emergency Operations Plan, in order to meet planning standards of the Texas Division of Emergency Management. It is anticipated that this document will undergo changes in future years as the mitigation process develops and matures.

The City of Bedford is committed to developing a hazard analysis and mitigation plan for the community. Mitigation is characterized as a long-term, on-going process. This plan seeks to address all hazards in the City of Bedford within the Tarrant County Mitigation Strategy. It provides general guidance related to hazards within the community and an overview of mitigation efforts undertaken by the City of Bedford. In addition, the plan identifies potential problematic conditions and outlines corrective actions that the City of Bedford will undertake to remedy the identified problems. Planning and implementation actions will be identified that are applicable to both pre-incident and post-incident situations.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution adopting the Tarrant County Mitigation Plan as this jurisdiction's Multi-Hazard Mitigation Plan and executing the actions in the plan subject to available funding.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
TC Hazardous Mitigation Plan (available for review in the City Secretary's Office)

RESOLUTION NO. 15-

A RESOLUTION ADOPTING THE TARRANT COUNTY MITIGATION ACTION PLAN AS THIS JURISDICTION'S MULTI-HAZARD MITIGATION PLAN AND EXECUTING THE ACTIONS IN THE PLAN SUBJECT TO AVAILABLE FUNDING.

WHEREAS, the City of Bedford with the assistance from the Tarrant County Office of Emergency Management has gathered information and prepared the Tarrant County Hazard Mitigation Action Plan; and,

WHEREAS, the Tarrant County Hazard Mitigation Action Plan has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and,

WHEREAS, the City of Bedford is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the plan and the actions in the plan; and,

WHEREAS, the City of Bedford has reviewed the plan and affirms that the plan will be updated no less than every five years.

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

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

SECTION 2. That the City of Bedford adopts the Tarrant County Hazard Mitigation Action Plan as this jurisdiction's Multi-Hazard Mitigation Plan, and resolves to execute the actions in the Plan subject to available funding.

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

PRESENTED AND PASSED this 11th day of August 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

ITEM #19 IS TO BE DISCUSSED BY COUNCIL IN EXECUTIVE SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTION 551.087. THE MATERIALS FOR THESE ITEMS WILL BECOME PUBLIC INFORMATION UPON COUNCIL APPROVAL. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 817.952.2104 IF YOU HAVE ANY QUESTIONS.