

AGENDA

**Regular Meeting of the Bedford City Council
Tuesday, August 25, 2015
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021**

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

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

COUNCIL CHAMBER WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- An update on the State Water Implementation Fund for Texas (SWIFT).

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.074, personnel matters - City Manager Contract.

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS/UPCOMING EVENTS

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Employee Service Recognition
2. Recognition of Public Services Officer Debra Turek and IT Specialist III Billy Mason for the City Manager's Service Award.
3. Proclamation recognizing August 2, 2015 as Emily Becka Day in the City of Bedford.
4. Proclamation declaring September 17 – 24, 2015 as Constitution Week in the City of Bedford.

APPROVAL OF THE MINUTES

5. Consider approval of the following City Council minutes:
 - a) August 7, 2015 budget work session
 - b) August 11, 2015 regular session

PERSONS TO BE HEARD

6. The following individual has requested to speak to the Council tonight under Persons to be Heard:
 - a) Anthony Collier, 808 Helen Drive, Bedford, Texas 76022 – Request to speak to the Council regarding Ordinance 924 relating to incompatible design.
 - b) Cheryl Williams, 3913 Lacebark Lane, Bedford, Texas 76021 – Request to speak to the Council regarding the Presumptive Disability Law in Texas.

NEW BUSINESS

7. Public hearing and consider an ordinance to rezone Lot 2, Block 4, Airport Freeway Center Addition, located at 1327 Brown Trail Suite C, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(7)o, Secondhand, Rummage, and Used-Furniture Stores, allowing for Harley's Angels to operate a resale shop. The subject property is generally located south of Racquet Club Boulevard and west of Brown Trail. (Z-281)
8. Public hearing on the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2015 through September 30, 2016; levying taxes for 2015 tax year.
9. Public hearing to consider the proposed 2015 tax rate.
10. Consider a resolution authorizing the City Manager to amend an interlocal agreement with the City of Fort Worth for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2015 to September 30, 2016.
11. Consider a resolution authorizing the City Manager to enter into a lease agreement with Planet Kidz, Inc. for the purpose of holding the Fun Time Live Program at the Boys Ranch Activity Center.
12. Consider a resolution authorizing funding, ratifying the expenditure and authorizing the City Manager to contract with Reynolds Asphalt, TexOp Construction, L.P., Earth Haulers, Inc., RDO Rents, APAC Texas Inc., Gra-Tex Utilities, Inc., Atlas Utility Supply Company, the City of Arlington and Tarrant County Precinct 3 in the amount of \$80,126.85 for emergency water line and street repairs on Bedford Road due to a major water main break on June 26, 2015.
13. Consider a resolution authorizing the addition of a Special Events Compensation Policy to Section III (Compensation) of the Employee Handbook.
14. 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
 - ✓ Library Advisory Board - Councilmember Farco
 - ✓ Parks and Recreation Board - Councilmember Sartor
 - ✓ Teen Court Advisory Board - Councilmember Gebhart

15. Council member Reports

16. 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 551.074: personnel matters – City Manager Contract.

17. 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 21, 2015 at 5:00 p.m.**, and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

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



Council Agenda Background

PRESENTER: Thomas Hoover, PE
Public Works Director

DATE: 08/25/15

Work Session

ITEM:

An update on the State Water Implementation Fund for Texas (SWIFT).

City Manager Review: _____

DISCUSSION:

The City of Bedford's SWIFT funding application for financial assistance by the Texas Water Development Board (TWDB) was approved on July 23, 2015. The funds will be used for water conservation measures within the City. The application shows that the major emphasis on conservation will be accomplished through Automatic Meter Reading (AMR) and replacing deteriorated water mains.

The City will have access to the funding sometime after the TWDB Bond Closing on or around November 4, 2015. The closing of the City's loan with TWDB must occur within 41 days of TWDB Bond Closing. Once the loan is fully funded, the City is prepared to immediately implement the first project of AMR. In addition, the City has six individual water main rehabilitation projects in which engineering drawings for water lines have been completed, but never funded. The City's consultant at King Engineering Associates, Inc. will prepare the specifications and bidding documents in accordance with the guidelines of the TWDB to go with previously prepared civil engineering drawings. This will create a template for future projects by the City.

During the life of the project, it is projected that approximately 75% of the existing water lines in the City will be replaced. Utilization of the SWIFT funding has been projected to save the taxpayers of Bedford approximately \$20 million in interest payments.

ATTACHMENTS:

2015 SWIFT Timelines for Closing Draft

**2015 SWIFT TIMELINES FOR CLOSING
DRAFT Attachment "C" Financing Agreement**

DATE	ACTION
7/15/2015	TWDB Agenda posted to website and Secretary of State
7/23/2015	TWDB Considers Approval of Borrowers' Financial Applications
<i>9/7/2015</i>	<i>Labor Day Holiday</i>
9/21/2015	Borrower Financing Agreements (Binding Commitment Sec 3) - executed and returned to WSI
9/28/2015	Last day for consideration of maturity schedule modifications - Financing Agmt (Amortization Sec 5) Last day termination available without penalty - Financing Agmt (Termination Sec 4A)
10/1/2015	Last day for elective termination - incurs proportional share of cost of issuance (COI) - Financing Agmt (Termination Sec 4B)
10/5/2015	Pre-pricing begins. No later than 9:00 a.m. for elective termination - incurs COI & penalty - Financing Agmt (Termination Sec 4C)
10/6/2015	TWDB Bond Pricing - Bond Purchase Agreement executed
<i>10/12/2015</i>	<i>Columbus Day Holiday</i>
10/13/2015	TWDB approves Interest Rates - available to Borrowers
various	Borrowers execute Bond Documents and Board Participation/Master Agreements
various	Borrowers submit transcripts to Texas Attorney General in preparation of Closing
11/4/2015	TWDB Bond Closing - Funds available
<i>11/26-11/27</i>	<i>Thanksgiving Holiday</i>
	Last Day for Borrower Closings
12/15/2015	<i>Closing must occur within 41 days of TWDB closing - Financing Agmt (Transaction Schedule & Pricing Sec 2)</i>
	Penalty due for any Borrower failure to issue debt
12/16/2015	Post-pricing Termination Payment (includes COI & penalty) - Financing Agmt (Termination Sec 4D)

7/15/15



Council Agenda Background

PRESENTER: Les Hawkins, Interim Police Chief

DATE: 08/25/15

Council Recognition

ITEM:

Employee Service Recognition

City Manager Review: _____

DISCUSSION:

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

Clayton Baxley	Police	5 years
Miles McClain	Police	5 years
Mark Miller	Police	5 years
Scott Williamson	Police	5 years
Butch Lindsey	Police	30 years

ATTACHMENTS:

N/A



Council Agenda Background

<u>PRESENTER:</u> Jill McAdams, HR Director Debbie Carlisle, Property/Records Supervisor Gary Clopton, IT Manager	<u>DATE:</u> 08/25/15
Council Recognition	
<u>ITEM:</u> Recognition of Public Services Officer Debra Turek and IT Specialist III Billy Mason for the City Manager's Service Award. City Manager Review: ____	
<u>DISCUSSION:</u> <p>The Employee Recognition Award Program was redeveloped last year by the Emerging Leaders Program Class I participants as their capstone project. The Program includes a focus on the PRIDE (Passion, Respect, Innovation, Dependability, Ethics) core values. For the City Manager's Service Award nominees, actions must project a positive image of the City and must demonstrate at least three of the PRIDE values. Nominations are voted on by the Emerging Leaders Class. Debra Turek and Billy Mason are being recognized and honored for their actions/contributions to the City. They will receive a special art glass award and a \$100 VISA gift card. In addition, they will attend an annual luncheon in honor of all recipients.</p> <p>Debra's and Billy's nomination information is below:</p> <p><u>Debra Turek, Public Service Officer:</u> Debra was nominated by Debbie Carlisle, Property/Records Supervisor. In her nomination of Debra, Debbie stated, "Excellent customer service was exhibited on Monday, June 15, 2015 by a PD employee: An 80 year old widow (husband passed away in 2012) came into the PD lobby and expressed concern that she is soon going on vacation and is worried her home and belongings could be at risk for theft by a male friend whose intentions are coming to light as being questionable by her family and friends. Debra sat with the resident in the back lobby area for additional privacy beginning at 3:30 p.m., assisting her in completing a vacation house check and filing a Meet Complainant to capture details of the questionable individual in the event that something should occur while the resident is out of town. At 5:00 p.m. it was noticed that Debra was now standing outside in the parking lot talking to the resident; Debra's work shift ended an hour ago, but you would never know it by observing her body language and interaction with this resident. When speaking with Debra afterwards, it was evident there was personal concern for this resident, and a need to invest in this resident in an attempt to protect her from further victimization. Debra was patient and gave the resident focused attention; there is no doubt this employee would have stayed longer if needed to ensure the resident was taken care of, fully and completely. After the customer left, Debra still had end of the day tasks, and she completed each one without cutting corners or delaying them to the next day. It should be mentioned that Debra had to be approached the following late afternoon to find out details of the situation; she did not go to other co-workers or supervisory staff speaking of what took place. To me, this speaks volumes and lends evidence to the fact that Debra was acting on behalf of the resident without any intention of making it known of what took place, nor the amount of time invested in the resident.</p> <p>Debbie stated that Debra exemplified:</p> <ul style="list-style-type: none">• Passion - Passion for her role as the public's point of contact, and treating each person as they are the only customer that day, and their situation is the most important issue at hand, at that time.• Respect - for the resident and her welfare; taking the time to obtain all pertinent details and giving the customer ample time to tell her story. Also, to talk with her about the implications of this person gaining her trust, and the possibility of further and progressive victimization.	

- Dependability - in trusting this employee will stay until the job is done, even when it causes an unexpected overstay of hours without a guarantee of when the encounter will come to a close, and ensuring all tasks are completed before leaving for the day.
- Ethics-in that it's just the right thing to do for another person needing the assistance of the Police Department/City without hesitation or realizing they are being watched.

Billy Mason, IT Specialist III: Billy was nominated by IT Manager, Gary Clopton. In his nomination, Gary stated, "On the morning of Saturday, May 8, 2015, Information Technology received a phone call that the City of Bedford's primary server had gone completely offline. Upon examining the issue, we determined that this particular server experienced a fatal hardware crash and because of its age, there was no viable way to bring it back online. This same weekend, Billy Mason was scheduled to leave for his vacation. Billy had plans to drive with some friends to Ohio for a ham radio conference. Instead of leaving for his vacation, Billy delayed his travel plans by a day in order to assist with the server failure. This was a significant server failure that we were addressing. Billy's willingness to delay his already scheduled vacation/travel plans to assist in this recovery effort is VERY commendable! His work was very instrumental to our team's successful recovery efforts. As a matter of fact, Billy devised the plan whereby we were able to migrate our data to a decommissioned server and had everything restored and online before employees returned to work on Monday morning. His actions demonstrate our PRIDE values perfectly.

Gary stated that Billy exemplified:

- Passion - Billy's commitment and follow through pushed him to not only postpone his vacation but work until the problem was completely resolved.
- Respect - Billy's concern for his coworkers and their ability to get their job done was a huge motivational factor in his efforts to successfully complete this task.
- Innovation - Billy's resourcefulness created the solution whereby we were able to repurpose a decommissioned IBM server and use it as a replacement for the failed server.
- Dependability - Billy's willingness to postpone his vacation perfectly illustrates the level of dependability that he offers the City of Bedford on a daily basis.
- Ethics - Billy wouldn't quit until the job was done. He spent the entire weekend at City Hall with only his manager present, working tirelessly until the system was completely restored.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Mayor Jim Griffin

DATE: 08/25/15

Council Recognition

ITEM:

Proclamation declaring August 2, 2015 as Emily Becka Day in the City of Bedford.

City Manager Review: _____

DISCUSSION:

Emily Becka will accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, Bedford resident, Emily Becka will celebrate her 80th birthday on Sunday, August 2, 2015; and

WHEREAS, Emily was born in Sewickley, PA in 1935. She has three siblings; and

WHEREAS, she and her husband moved to Texas from New York in 1981 and raised three children; and

WHEREAS, this past year, Emily began walking the trails in Bedford and decided to clean up the trails as a personal project for Lent. Almost daily during the spring, she donned two pairs of gloves and set out with garbage bags in hand collecting trash as she walked; and

WHEREAS, Emily's efforts in keeping the trails garbage free have earned her the nickname "Emily, the litter lady."

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim August 2, 2015 as:

Emily Becka Day

in the City of Bedford and ask our citizens to join us in recognizing Emily for reaching this tremendous milestone and our heartfelt congratulations on her 80th birthday.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
2nd day of August, 2015.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 08/25/15

Council Recognition

ITEM:

Proclamation declaring September 17-24, 2015 as Constitution Week in the City of Bedford.

City Manager Review: _____

DISCUSSION:

Barbara Collier, Chairman of the Constitution Week Committee of the Captain Nathaniel Mills Chapter of the Daughters of the American Revolution, will accept the proclamation.

ATTACHMENTS:

Proclamation
Letter of Request



CITY OF
BEDFORD

Proclamation

WHEREAS, September 17, 2015 marks the two hundred and twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim September 17 through 23, 2015 as:

Constitution Week

in the City of Bedford.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this 25th day of August, 2015.

JIM GRIFFIN, MAYOR



From: [BjCollier](#)
To: [Wells, Michael](#)
Subject: Constitution Week Proclamation Week
Date: Thursday, July 16, 2015 7:04:32 AM
Attachments: [sample proclamation.doc](#)

Michael,

I am contacting you as a representative of the Captain Nathaniel Mills Daughters of American Revolution Chapter, NSDAR. We meet monthly at the Parc Place Retirement facility.

September 17 - 23 each year is designated as Constitution Week by Public Law 915. The purpose of this week is to remind all of our country's citizens of the rights provided in our Constitution.

Therefore, the Captain Nathaniel Mills DAR Chapter request that the City of Bedford propose a Proclamation for City of Bedford citizens to celebrate this important Constitution Week of September 17 - 23. A sample of this proclamation is attached.

We would also ask that the presentation of the Proclamation be added to the city's Council agenda for August 13 if possible. If not, a later date is acceptable.

Please contact me when plans have been finalized or if you have any questions.

Thanks so much for your assistance in this matter.

Barbara Collier

**Chairman Constitution Week Committee
Captain Nathaniel Mills DAR Chapter, NSDAR
E-mail [REDACTED] 817-571-2325
<http://www.texasdar.org/chapters/CaptainNathanielMills/index.html>**



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www.avast.com



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 08/25/15

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) August 7, 2015 budget work session
- b) August 11, 2015 regular session

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

August 7, 2015 budget work session
August 11, 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. in the TXI Conference Room, 1805 L. Don Dodson, Bedford, on the 7th day of August, 2015, with the following members present:

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

constituting a quorum.

Councilmember Sartor was absent from the meeting.

Staff present included:

Roger Gibson	City Manager
Kelli Agan	Assistant City Manager
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Tom Hoover	Public Works Director
Cathy Haskell	Senior Center Manager
Les Hawkins	Interim Police Chief
Meg Jakubik	Strategic Services Manager
Jill McAdams	Human Resources Director
Billy Mason	IT Specialist III
Maria Redburn	Library Director
Emilio Sanchez	Planning Manager
Bill Syblon	Development Director
James Tindell	Fire Chief
Eric Valdez	Community Services Manager

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order at 8:30 a.m.

WORK SESSION

1. Receive and discuss FY 2015-2016 budget overview.

City Manager Roger Gibson stated that the object of the proposed budget is to address some of the points that Council had emphasized, including employee compensation and retention, as well as infrastructure to support facilities.

Strategic Services Manager Meg Jakubik discussed the budget strategy including Council goals and requests; maintenance needs and historical underfunding; fiscal responsibility; investments in human capital including programs for hiring, training, and retention, as well as improving efficiencies; accountability; and keeping an eye on the radar. Assumptions in putting together the budget include a

conservative gross sales tax growth; the employee compensation program; water and sewer fee increases including a pass-through from the Trinity River Authority (TRA) and the City's fixed costs; addressing infrastructure needs; evaluating the multi-family inspection fee for better cost recovery, including for the addition of a second inspector; an increase in recreation fees to cover the per transaction fee on new software; and maintaining the current property tax rate. Ms. Jakubik stated that the City has received the Platinum Designation in the Texas Comptroller's Leadership Circle Program, which recently added a debt element to the fiscal transparency piece. In regards to costs for services, she stated that the operating budget of \$65,778,951 serves approximately 49,054 citizens and an untold number of visitors, and discussed the services provided by the City. With an average taxable home value of \$151,274 and a tax rate of \$0.494830 per \$100 valuation, the average resident pays just under \$750 a year for those services.

In regards to revenue and expenditures, Ms. Jakubik stated that the General Fund is evenly balanced; that the Water/Sewer Fund appears to have a significant surplus, which is a placeholder for the debt service on the State Water Implementation Fund for Texas (SWIFT) loan; that the Debt Service Fund is balanced; that the 4B Fund is looking to be aggressive on projects; and that the minor funds have surpluses as they are a type of savings accounts for larger purchases. She discussed the Consumer Price Index, which decreased slightly most likely due to fuel prices, and the Municipal Price Index, which has averaged an increase of 1.48 percent a year since 2011. The value of a dollar in 2000 has been reduced to \$0.73 in 2015.

Ms. Jakubik discussed revenues, including that there is a slight increase in property taxes; that there is an increase in sales tax as 4B does not rebate any of their funding; that other taxes including mixed beverage and franchise taxes are stable; that there is a slight decrease in water revenue while sewer revenue is higher because it was discovered that water operations have been supporting sewer operations; that charges for service have increased; that licenses and permits are doing well due to new development; that fines are down related to the Traffic Safety Fund; and that the reduction in miscellaneous revenue is due to the loss of the contract with the City of Colleyville for Fire Station #3. In regards to expenditures by function, she stated that Public Works makes up the largest portion, followed by Public Safety. In regards to expenditures by classification, the largest portion is personnel, and the remainder includes supplies, maintenance, contractual services, water purchases, sewer treatment, utilities, debt/transfers, and capital outlay. A comparison of expenditures shows that the General Fund is up, the Tourism Fund is stable, and the Water/Sewer Fund is up and will be more so once the debt service comes into play.

The proposed compensation package is a cost of living adjustment of four percent across the board for all employees. This will move the pay grades of all positions for the first time in nine years in order to have a more competitive start when trying to recruit. The total cost of the package is approximately \$800,000 across all funds. Council budget requests include a monument sign on Cheek-Sparger Road, Senior Center improvements funded through the Facility Maintenance Fund or bond moneys, and Cultural District strategic planning. Maintenance concerns include bringing custodial services in-house, additional mowing, and a retaining wall at the Public Works Service Center. The hiring, training and retention of staff includes contracting with a company to track training, reclassifying a vacant records technician position in order to hire a staffing and development coordinator, and hiring a grant administrator, which is hoped to be revenue positive. Efficiency improvements that are revenue neutral include another multi-family inspector, a master mechanic, commercial vehicle enforcement, an upgrade to the recreation software, Senior Center event programming, and for day camp staff to build capacity. Equipment and inventory purchases include line item increases to provide base funding for minor equipment for parks, recreation and aquatics; increases to the budget at the Library due to the cancellation of State contracts and for the purchase of digital materials; replacement of computers at the Library; replacement of service weapons for the Police Department; picnic tables at the Old Bedford School (OBS); and Christmas decorations. Revenue impacts include the expiration of the contract with Colleyville in the amount of \$290,000 and fluctuations in revenue from Immigrations and Custom Enforcement. Other impacts for the current year include holding the current tax rate, increasing rental fees for the OBS, increasing the apartment inspection fee, and increases to water and sewer rates.

Ms. Jakubik discussed the General Fund, which is the City's primary operating fund. In regards to revenues, there have been increases in property taxes, sales tax, franchise fees, charges for service, and licenses and permits. There was discussion on sales tax growth and moving the employee pay grades.

Administrative Services Director Cliff Blackwell discussed the tax rate. The effective tax rate has been calculated at \$0.483491 per \$100 valuation, while the rollback rate has been calculated at \$0.508527 per \$100 valuation.

Ms. Jakubik discussed the debt rate and stated that last year's rate was higher than what is necessary this year due to the higher initial payment set for the bonds being issued for such items as the Boys Ranch, a fire truck, and finance software. She discussed a comparison of taxable values since 2005 and that a new record value was set this year. In regards to changes in appraised value, new construction has increased by \$10M over the previous year and there is a 2.3 percent increase on average appraised values. The average market value has increased but the average net taxable value has decreased. She discussed a history of the tax rate, which has stabilized the past several years. The overlapping tax rate shows that the City makes up less than 20 percent of the total tax rate, with HEB ISD being the largest portion. In speaking with other area cities, Ms. Jakubik stated that everybody is looking to hold their same tax rate. With the proposed tax rate, the impact on the average tax bill would be a decrease from \$753.30 a year to \$748.50 a year. She discussed the history of sales tax over the previous five years and that with two months to go in the fiscal year, the City has collected more than it did all of the previous year. General Fund revenue changes include increased property values and new construction, and increased sales tax, franchise fees, charges for services, and fines and forfeitures. In regards to General Fund expenditures, the Fleet Division moved from Public Works to Support Services resulting in some net changes; there is a decrease in Administrative Services because of the pool of money for merit increases incorporated in the previous year's budget; there is a reduction in several operating transfers either to meet other needs or because there was not as much support in continuing them; and Community Services paying for a portion of a full-time position that has been supporting special events. Ms. Jakubik displayed information regarding per capita comparisons with surrounding cities showing how much is being spent and how many employees there are per every 1,000 residents. General Fund supplementals include a grant administrator; a percentage share of time keeping software; an in-house custodial crew net of other funding sources; a master mechanic, which is being offset by a decrease in vehicle and maintenance fees; a transfer from the Water Fund; legal services, which has been historically underfunded; the One Safe Place program; Police Department service weapon replacement; travel and training for Public Works; and increased support for Community Service operations.

There was discussion on the multi-family inspection fee increase including apartment complexes receiving specific benefits from City services such as the Bedford 1 Community Program and the multi-family inspections; Police and Fire calls to, and pro-active patrolling of, apartments; staff incorporating a fee increase to \$5.00 per unit per month into the revenue documents; that per unit per month, Arlington charges \$13.80, North Richland Hills charges \$1.00, Grapevine does not have a fee, Euless charges \$10.00 and Hurst charges \$3.00; statistics showing one in five of every Police and Fire call going to complexes, which does not capture pro-active enforcement; the State now requiring the City to perform backflow inspections for apartments; two multi-family inspectors and the crime-free multi-housing position being devoted to apartments; that going to Euless' rate would add an additional \$500,000 in revenue; the City inadvertently subsidizing apartments; citizens asking the City to deal with apartment complexes; whether apartment complexes pay a commiserate tax relative to property taxes; a disparity in the General Fund for apartment complexes compared to what the typical homeowner would pay; inspection of pools; constant turnover in apartments; using the additional funding to benefit apartment residents; and using the additional funding for such items as an ambulance replacement program or putting it into reserves. There was further discussion on ambulance trip fees; cost recovery from nursing homes; the differences between charging for services and recovering payments, including from multi-family residents; charging additional fees to nursing homes; and that the City recovers additional funding from nursing home residents through the Ambulance Subscription Program. A majority of Council agreed for staff to examine raising the multi-family inspection fee to \$10.00 per unit per month

and to gather additional data. There was discussion on gathering the number of Police and Fire calls to apartment complexes and the number of personnel assigned to them; the difficulty of quantifying proactive time; determining the number of units in apartment complexes versus the complexes taxable value; gathering a list of intangible benefits to apartment complexes; and the maintenance of complexes as they age.

There was discussion on Senior Center programming revenue including what is spent on the Center in a year versus what the City receives in revenue; that programs do break even and that some specialty programs outside of normal programming would be charge-based; the revenue line for Senior Center membership being budgeted at \$1,500; the Senior Center fee schedule; the costs for dances; the operational budget of the Center being \$255,000; a younger group of seniors demanding newer services; raising fees; supplemental items for the Center; and that most City facilities are not intended to be profit centers.

Ms. Jakubik presented information regarding the Debt Service Fund, which is for the property tax used to support General Fund debt, and also includes a transfer from 4B. She discussed the debt issuances that are considered General Fund debt and that the annual funding requirements are on a downward slope. She stated the City is looking at potential refunding opportunities that will be a cost savings and that more debt is being retired than is being issued.

Ms. Jakubik presented information on the Water and Sewer Fund, which is an enterprise fund that pays for itself. The revenue for the Fund mainly comes from charges for water and sewer, along with some ancillary billing fees. Revenue goals include the recovery of operation and maintenance expenditures; providing for debt service covenants, including building in the capacity for the debt service on the SWIFT funding, which will have a savings of approximately \$20M over a conventional loan; and providing for adequate working capital. Ms. Jakubik stated that the current water and sewer rates were approved at the previous budget adoption, which included significant increases on the volume rates related to increases from Trinity River Authority (TRA). She explained that both rates remained the same from 1999 to 2007, were followed by four years of increases on both the volume and base rates, and then there were no increases from 2010 until 2014. This year, the City performed a rate study to ensure that revenue goals were being met and that there is capacity for the debt issuance for the SWIFT funding. She stated that costs from TRA are projected to increase each of the following years, including for costs associated with plant improvements. The current component of TRA costs in the current billing is \$2.909 for water, which is projected to increase to \$3.08, while sewer is currently \$2.226 and is projected to increase to \$2.38. In examining the rates, it was apparent that sewer operations were being subsidized by water revenue. Staff is recommending a two percent increase on the base water rates due to the additional debt, and an increase on volume of 3.55 percent, which is purely attributable to increased costs from TRA. Staff is further recommending an increase of five percent on the sewer base rate, a pass through on the TRA volume, and a pass through of 18.4 cents for City operations. The worst case scenario for the impact on the average resident's bill is an increase of \$4.84. Of that, \$2.99, or 61.7 percent, is strictly related to the TRA increase. In looking at just the volume portion, \$3.91, or 76.5 percent, is related to the TRA increase.

Councilmember Fisher left the meeting at 10:33 a.m.

Ms. Jakubik stated that the recommended fee increases will be brought to Council at their meeting on September 8. There was discussion on the rates going into affect on January 1; increasing donations for such items as parks on the water bills including that the City's new software has more flexibility for such donations; and that the donations would be reoccurring but that residents have the option to do one-time donations through PayPal.

Ms. Jakubik stated that Water and Sewer Fund expenditures go mainly towards water, wastewater, debt, and other operating divisions. The greatest part of expenditures is direct costs for water purchases and sewer services. Supplementals include portions of the phone system upgrade and timekeeping software, operating transfers including for the master mechanic, and a retaining wall at the Public Works Service Center. A Jetter/Vac truck in the amount of \$246,000 is being funded through the base because

the operating transfer from the Water Fund to the Utility Maintenance Fund, whose intent was to build capital reserve to pay cash for improvements, has been reduced.

Ms. Jakubik presented information on the Stormwater Fund, which is entirely funded from stormwater charges and a \$30,000 grant from Allied Waste for the Household Hazardous Waste program. Expenditures include operations, debt and administrative transfers due to oversight of personnel from the Water and the General Funds. Supplementals include an increased operating transfer, a portion of the timekeeping software, and backflow prevention software. There was discussion on creating efficiencies and potential cost savings with the new timekeeping software.

Ms. Jakubik presented information on the 4B Fund, whose revenue comes from a half-cent sales tax, which is not rebated as part of any incentive agreements. Expenditures include debt service payments, maintenance, capital, and contract labor and supplies, as the fund cannot pay for City personnel costs. Supplementals include a replacement vehicle for the Traffic and Street Operations Manager, and an air compressor. There was discussion on removing the restrictiveness on what the Fund can be used for since it cannot currently be used for such items as sidewalks and street lights, and splitting the 4B to cover economic development; how the language for such changes would appear on the ballot; having a set amount going towards economic development as opposed to a percentage; that there are four more years of debt service on the 2005 bond issuance; and informing residents that the changes to 4B would not be an increase but a reallocation of what already exists.

Ms. Jakubik presented information on Special Revenue Funds, which are restricted on how they can be spent. The Tourism Fund is funded through the hotel/motel occupancy tax and can only be used on items that bring people into the City. There has been good growth in the tax and staff has seen enough history to increase the revenue projection to \$850,000. The OBS is doing well and staff is proposing to increase rental fees for adequate cost recovery. Also included in revenues are BluesFest and FourthFest. Expenditures include administration, the OBS, and festivals. Supplementals include a way-finding plan for the Cultural District, Christmas decorations, additional poles for over-the-street banners on Bedford Road, mosquito chemicals, and a portion of the phone system upgrade and the timekeeping system. Supplementals specifically for the OBS include an audio/visual system upgrade, a recurring line item for wood refinishing, replacement of windmill blades, and picnic tables.

Ms. Jakubik discussed revenue and expenditures for minor funds. The Traffic Safety Fund is lower, with the allocation of the corporal assigned to the program being split evenly as of this budget year. Other funds include the PEG Fund; the Economic Development Fund, which has a balance of \$334,600 and receives a \$100,000 yearly operational transfer from the General Fund; the Beautification Fund, which is funded from a \$10,000 grant by Allied Waste; the Park Donations Fund; and the Court Technology and Court Security Funds. Supplementals include the General Fund portion of the phone system upgrade from the Computer Replacement Fund, a partition system for the Senior Center from the Facility Maintenance Fund, flooring replacement for the children's area in the Library from the Library Maintenance Fund, rubber replacement and equipment replacement for SPLASH from the Aquatic Maintenance Fund, and a project inspector vehicle from the Water/Sewer Vehicle Replacement Fund. There was discussion on the phone system upgrade including that it is a server upgrade and not for replacing instruments.

Ms. Jakubik presented different tax revenue scenarios. She stated that the budget as presented was predicated on holding the current tax rate. If the tax rate goes to the effective rate, there will be a loss of revenue of \$307,643. If the rate is increased to \$0.50 per \$100 valuation, there will be additional revenue of \$140,258. If the rate is increased to the rollback rate, there would be additional revenue of \$371,601. There was discussion on maintaining the current tax rate; the increase to the multi-family inspection fee; and the decrease in the net taxable value of properties. Ms. Jakubik then presented a timeline of upcoming dates in the budget process.

2. Discuss potential utility rate changes.

This item was discussed during Ms. Jakubik's presentation.

3. Discuss wrap-up of any other budget related items.

There was discussion on the PEG Fund, which can only be used for capital and infrastructure improvements related to the production of the City's cable station, including using it to redesign and outsource the website, and having an interactive program in relationship to the cable system. There was discussion on the use of the additional \$500,000 from the \$10.00 multi-family inspection fee including a placeholder for the website in case the PEG funding is not a suitable use; a fiscal transparency platform for the website; upgrading the paper for the Bedford Connection; funding in the amount of \$125,000 to establish an ambulance replacement fund; \$25,000 in ongoing revenue support to the Library Technology Fund; \$23,000 to replace three sides of the fence at Stormie Jones Park; replacing all of the Police Department's service weapons; putting in base funding for street light requests, as the City is responsible for getting power to those sites; and \$125,000 for sidewalks, which would be contracted. There was further discussion on building in capacity for next year and holding departmental planning sessions with Council.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 11:34 a.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 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 11th day of August, 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	City Manager
Kelli Agan	Assistant City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Natalie Foster	Marketing Specialist
Eric Griffin	Deputy Police Chief
Wendy Hartnett	Special Events Manager
Les Hawkins	Interim Police Chief
Meg Jakubik	Strategic Services Manager
Jill McAdams	Human Resources Director
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 5:30 p.m.

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

Council discussed placing the following items on consent: 2, 10, 11, 12, 13, 14, 15, 16, 17 and 18.

Human Resources Director Jill McAdams presented information regarding Item #11. The City went out to bid on health, dental, accidental death and dismemberment, and disability insurances, which are typically bid out for a one-year contract. For health insurance, there have been high claims due to utilization within the plan and a high renewal rate was anticipated. Cigna originally came in with a 16.9 percent increase keeping the plan designs the same. They later offered a product for a narrower network and lowering the renewal rate increase to eight percent. Bids received from Aetna, United Health Care, Blue Cross/Blue Shield, and the Texas Municipal League came in with increases of between 31 and 40 percent over current rates. Aetna offered a new product with a narrower network through Baylor; however, there were concerns as many employees live far out and the Kaner Clinic is not part of that network. Aetna also has historically come in low and then has renewal increases of 30 to 40 percent. Aetna's bid was used as a negotiation tool with Cigna, who came back with a two percent increase on the reduced network. A survey was sent to employees and over half stated they were fine with the newer network, while a smaller number would go with a buy-up option. With the lower premium,

staff feels that the cost to the employees can be held.

In regards to dental insurance, there is high utilization and it is running a little over 100 percent of premium. Three bids were received, with Cigna at an increased renewal rate of 10.46 percent, Aetna at an increase of 28 percent, and United Concordia at a reduction of 1.5 percent; however, the Concordia plan had differences from the current plan, changing plans would be disruptive to people who are currently in treatment, and their network is not as significant. Further, Cigna gave an additional \$12,000 for wellness programming. The City will be able to hold the costs to the employees on the dental insurance as well. On the life and disability insurances, there has been high utilization and staff was anticipating an increase of between of 15 to 20 percent; however, Cigna was able to keep the rate the same. In answer to questions from Council, Ms. McAdams stated that there are over 6,000 doctors in the reduced health network compared to between 10,000 and 12,000 in the open-access network; that the benefits of the Kaner Clinic includes the pharmacy-side where the City has a 98 percent generic drug utilization, and the reduction in primary care, emergency room and urgent care utilization. There was discussion on the possibility of moving Kaner into the Baylor network.

In regards to Item #12, Ms. McAdams stated that it is an IRS-mandated plan that allows employees to pay for contributions towards their premiums on a pre-tax basis. Council has to formally adopt this plan every year.

Assistant City Manager Kelli Agan presented information regarding Item #16, which is to replace the playground structures at Brookhollow Park and Monterrey Park. Council approved the purchases back in May utilizing the budget surplus. The current structures are over 20-years old and are in dire need of replacement. Both structures have shade incorporated into them. The amount for both structures is \$103,000, but the company they are being purchased from offered grant funding in the amount of \$43,000; therefore, the structures came in well within budget, which included the soft landing materials and concrete borders. In answer to questions from Council, Ms. Agan stated that it would take approximately 12 weeks for the structures to be fabricated and installed; that the locations were brought before the Parks and Recreation Board, which had another park as a higher priority than Monterrey but there were issues with Oncor power lines; that the soft landing materials and borders would be installed by staff; and that there is a fund for mulch replacement. There was discussion on moving the variance between what was budgeted and the final cost into that fund.

- **Report on City Secretary Office activities.**

City Secretary Michael Wells presented information on City Secretary Office activities. They coordinated the May 9, 2105 municipal elections and, even though only 9.83 percent of registered voters voted, that figure was greater than the percentage of the County as a whole. He stated that staff has attended 25 Council meetings so far in the fiscal year; they are responsible for compiling the Council packets, which only a few years previously were in a hard copy format; they have indexed 112 ordinances and resolutions; they have processed 323 public information requests, 89 percent of which have been answered in five days or less and have an average response time of less than two days; they have filed 11 liens and 11 releases of lien, which are tied into the state of the housing market; they administer the Board and Commission appointment process; they manage the ordinance codification process and several updates have been made to the on-line Code; they serve as the Records Management Office and oversaw two records destructions in the spring and fall; and they are in the process of implementing the Laserfiche Records Management System to digitize many of the City's records. In answer to a question from Council, Mr. Wells stated that the backup tapes for the records in Laserfiche are kept in the basement of Building B for backup and safety purposes.

- **Present report on the 2015 City of Bedford Fourth Fest.**

Special Events Manager Wendy Hartnett presented a report on the 2015 City of Bedford FourthFest. She stated that the event was different from any other FourthFest since it was moved with a few weeks' notice to the Old Bedford School. The goals of the event remain the same, which are to provide a community event, provide economic growth, encourage citizen involvement and produce a phenomenal event that enhances the image of the City. There was a new fireworks company. Financially, there was a minimal loss in revenue due to an offset in revenue with beer sales and increases in expenses due to the move. She stated that this event was the most interesting challenge she has faced in her position

and she discussed the teamwork, pride and commitment from the employees that went into the festival.

Mayor Griffin adjourned the Work Session at 6:12 p.m.

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.

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; Section 551.087, deliberation regarding economic development negotiations relative to the First State Addition; and Section 551.074, personnel matters - City Manager contract, at 6:14 p.m.

Council reconvened from Executive Session at 6:39 p.m. Council was unable to finish the Executive Session and will convene again at the end of the Regular Session.

REGULAR SESSION

The Regular Session began at 6:41 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION (Senior Pastor Kevin Smith)

Senior Pastor Kevin Smith gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the flags of the United States and Texas were given.

ANNOUNCEMENTS/UPCOMING EVENTS

Marketing Specialist Natalie Foster announced that the Animal Shelter will be participating in one of the largest pet adoption events in North Texas called "Clear The Shelter." On Saturday from 10:00 a.m. to 5:00 p.m., all adoption fees will be waived and people only have to purchase a City license. Those residents that live in apartments will need to bring proof of their pet deposit. There will be a bakeoff event and apron party at the Old Bedford School on Sunday starting at 3:00 p.m. City staff and the Mayor will judge different categories, including pies/cobblers, cakes/sweetbreads, cookies/brownies, and an under-18 category. Samples will be served along with coffee and tea, and prizes will be awarded for the most unique aprons. She reminded everybody to submit their nomination for the Hometown Hero Award and that details on how to do so will be in the upcoming City magazine.

Mayor Griffin stated that the City has lost a great friend in Nelson Moore who served on the Council from 1981 to 1994.

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: 2, 10, 11, 12, 13, 14, 15, 16, 17 and 18.

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

COUNCIL RECOGNITION

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

Mayor Griffin read a proclamation declaring August 12, 2015 as Emerging Leaders Day in the City of Bedford. The following members of Class II of the Emerging Leaders Program were recognized: 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; and Wendy Hartnett, Special Events Manager.

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**

This item was approved by consent.

PERSONS TO BE HEARD

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

- a) **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.**

Hank Henning, 2604 Morningside Drive, Bedford – Mr. Henning stated that these are difficult times for the country and first responders especially. The media is filled with isolated incidents of behavior that do not reflect the vast majority of what first responders do day-by-day in the City and country. He stated that the 168 homeowners of the Woodfield HOA would like to recognize the Police and Fire Department employees and thank them for the work they do to keep them safe. He presented Interim Police Chief Les Hakwins a thank you card for the Police Department and Fire Chief James Tindell a thank you card for each fire house.

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)

Planning Manager Emilio Sanchez presented information regarding this item, which is a request to amend the Planned Unit Development for the address at 924 Simpson Terrace for an assisted living facility. The Planning and Zoning Commission recommended denial of this request at their June 11 meeting by a vote of five to two. He stated that there was opposition to this request at the meeting and that staff has fielded two phone calls and one e-mail in opposition since the meeting.

Mayor Griffin opened the public hearing at 6:56 p.m.

Margaret Hall, 44 Morrow Drive, Bedford – Ms. Hall stated she has concerns regarding the size of the property. Mr. Sanchez stated that only one side of the duplex would be dedicated to the assisted living facility. Ms. Hall stated that she is familiar with assisted living facilities, the parking in the driveway is

very limited and she is concerned about the property being used for that type of facility. Mr. Sanchez stated that the driveway is shared amongst four living units.

Gary Stillwell, 920 and 922 Simpson Terrace, Bedford – Mr. Stillwell stated that it is a shared driveway. He knows about the street including that there is a lot of traffic and it is difficult to even rent the property due to the parking situation. Due to the location being in a school zone, and having a mailbox and fire hydrant present, there is no room for on-street parking. He is opposed to the piece of property being rezoned.

Joan Hogan, 914 Simpson Terrace, Bedford – Ms. Hogan stated that she owns and lives in one of the duplexes in the area. There are four duplexes in the area with only three driveways, so there are eight living units sharing those driveways. She has experienced difficulty in the driveways even when she has over immediate family and visitors. Putting in such a facility would mean more cars, employees, family and friends, and therefore limit the freedom and access for the residents that own the property. She is opposed to the rezoning for that reason and the traffic. There is a lack of sidewalks in the area and people would have to walk in the street with traffic. Due to the nature of the facility, there would be emergency vehicles and equipment being brought into the already congested area. She has an email from the neighbor at 908 Simpson Terrace that is also opposed to the rezoning for the same reasons.

Mayor Griffin closed the public hearing at 7:04 p.m.

Motioned by Councilmember Champney, seconded by Councilmember Turner, to deny 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)

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

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)

Mr. Sanchez presented information regarding this item, which is a request to amend Ordinance 15-3122 for 1428 Brown Trail. Grubbs Nissan has chosen the site as an overflow lot for excess vehicle inventory. This request is to amend the approved site plan to allow for a three-foot masonry fence with three-foot wrought iron on top along Brown Trail and a portion of Old Kirk Road. This request does not affect the solid fence along Ravenswood Drive or the cedar fence between the two businesses. The Planning and Zoning Commission unanimously recommended approval of this item as their June 11 meeting.

Mayor Griffin opened the public hearing at 7:06 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:06 p.m.

Motioned by Councilmember Gebhart, seconded by Councilmember Farco, to approve 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)

In answer to a question from Council, Mr. Sanchez stated that the fence on Ravenswood Drive is going to be a seven-foot masonry wall composed of split face stone.

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

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)

Mr. Sanchez presented information regarding this item, which is a request for 1953 Bedford Road to be rezoned for a Specific Use Permit allowing for a veterinary clinic along with a boarding facility. The Planning and Zoning Commission unanimously recommended approval of this item at their June 25 meeting. Staff has not received any opposition to this item since the meeting. In answer to questions from Council, Mr. Sanchez stated that based on the information presented to staff, there would be three different sizes of dogs that would be out in the yard at particular times two to three times a day for one hour.

In answer to questions from Council, the applicant, Ronda Hendrix, 1620 Martha Drive, Bedford, stated that there will always be a staff member present to take the different sized dogs out for feeding, exercise time and potty breaks between 7:00 a.m. to 7:00 p.m.; and that at the Commission meeting, they agreed to limit the number of overnight boarders to 15. There was discussion on the language in the stipulations limiting the number of dogs being boarded and not those there to be groomed. In answer to further questions from Council, Ms. Hendrix stated that dogs there to be groomed will not participate in outside activities but would be let out for potty breaks; that there would not be more than seven dogs outside at any one time; that dogs do not consistently bark and there would not be a consistent noise level; that they have found biodegradable compounds that, along with regular sprinklers, would control the odor of urine; that they are three-quarters of the way complete with their improvements, which have taken two to three months to complete; that the hours listed on the site plan were for playtime; that the location has been fenced, landscaped, and landfill dirt has been put in the back for erosion control; that the business would offer a great means of shopping, which would mean tax revenue for the City; that it would offer people, including college and high school students, jobs, along with a couple of full-time employees; that the business would be a boutique facility with a nice grooming salon; that there would not be a fulltime veterinarian office but that low cost vaccinations would be offered there once a month; that there is an existing eight-foot masonry fence in the back that separates the location from homeowners and the rest of the fencing is cedar fence; and that a staff member will be responsible for picking up animal waste. There was discussion on updating the site plan to show only the north fence being masonry.

Mayor Griffin opened the public hearing at 7:24 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:24 p.m.

Motioned by Councilmember Fisher, seconded by Councilmember Champney, to approve 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) and that Section 3.2 shall stipulate the maximum number of animals boarded will not exceed 15 at any one time and the site plan shall reflect the north fence is eight-foot masonry.

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

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

Administrative Services Director Cliff Blackwell presented information regarding this item. He stated that the Chief Appraiser is required by law to submit to Council the certified tax roll by the first of August or as soon thereafter as practicable. The estimated taxable value for the City is \$3,192,632,438. These values will be used to estimate the proposed tax revenue for the next fiscal year. The figures represent a 2.3 percent increase over the previous year's taxable values. No action is required on this item.

8. Receive the certified anticipated collection rate from the Tarrant County Tax Assessor-Collector for the City of Bedford, Texas.

Mr. Blackwell stated that the Tax Assessor-Collector is required by law to submit to Council the anticipated collection rate for the upcoming tax year by August 1 or as soon thereafter as practicable. The anticipated collection rate is 100 percent. If any other percentile is chosen, the Tax Assessor-Collector will use that to measure against the collection of taxes done throughout the year and will present an excess amount over the collection rate to Council, which will impact future debt rates. In answer to questions from Council, Mr. Blackwell stated that it is advisable to always submit at a 100 percent collection rate and that the City's collection rate is in the 99.99 percentile range.

9. Consider a proposed tax rate and set two public hearings on the proposed tax rate.

Strategic Services Manager Meg Jakubik presented information regarding this item, which is to consider a proposed tax rate and set two public hearings on the tax rate if Council considers anything above the effective tax rate. The previous Friday, staff was informed by the Tarrant Appraisal District that when they generated the City's report, they utilized an incorrect figure in the exceptions, which did not affect property tax revenues, but slightly increased the effective tax rate to \$0.483674 per \$100 valuation. The proposed tax rate that staff is recommending is the current tax rate of \$0.494830 per \$100 valuation. Ms. Jakubik stated that Council is only setting the maximum tax rate they would consider.

Motioned by Councilmember Champney seconded by Councilmember Turner, to consider a tax rate of \$0.494830 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.

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

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

This item was approved by consent.

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.

This item was approved by consent.

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.

This item was approved by consent.

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.

This item was approved by consent.

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.

This item was approved by consent.

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.

This item was approved by consent.

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

This item was approved by consent.

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

This item was approved by consent.

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.

This item was approved by consent.

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.

Development Director Bill Syblon presented information regarding this item, which is an agreement with a longtime business owner and operator in the City. Mr. Zim operates Zim's Autotechnik and owns rental property to the north of his location and vacant land to the east of that property. He wishes to develop three 20,000 square-foot buildings on the site. Because of the center medians on Reliance Parkway, it is challenging to access the site and he requested help from City. The City would remove the medians and as the site is developed, Mr. Zim would fill in the area where the medians were removed. He has also agreed to develop the buildings to the current zoning regulations.

Motioned by Councilmember Turner, seconded by Councilmember Fisher, to approve 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.

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

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

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

No report was given.

✓ **Beautification Commission - Councilmember Turner**

No report was given.

✓ **Community Affairs Commission - Councilmember Farco**

Councilmember Farco thanked members of the Commission who were present including Roy Savage, Gary Morlock and Steve Grubbs.

✓ **Cultural Commission - Councilmember Champney**

Councilmember Champney reported that the Commission met the previous day met and that discussion took place on new developments. They were under the impression that a 501(c)(3) was required for the cultural district designation; however, clarification was received from the Texas Commission on the Arts that the City can apply for the designation directly. The Commission can now refocus their efforts on programming and planning, and putting together the application for the designation.

✓ **Investment Committee - Councilmember Turner**

Councilmember Turner reported that the City's investments total approximately \$30M, and are returning approximately 44 basis points over the last quarter, compared to the average over the year of 38 basis points. The City is very controlled by in what it can invest, with safety being the first issue. The City's position has improved, as not many years ago, the City was only getting around 18 basis points.

✓ **Library Advisory Board - Councilmember Farco**

Councilmember Farco reported that the Board had a successful book sale the previous weekend.

✓ **Parks and Recreation Board - Councilmember Sartor**

Councilmember Sartor reported that the Board met on August 6 and many items were discussed. Discussion items included the overall plan for City parks, identifying areas that were not in close proximity to a park and how to improve those areas, connecting existing trails to neighboring cities, and repair of the hockey rink at the Boys Ranch. He looks forward to working with the Board.

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

No report was given.

21. Council member Reports

Councilmember Fisher congratulated Holly and Mike Hendrickson on the birth of their grandchild.

Councilmember Turner reported that there are issues in the budget dealing specifically with the Senior Center that were met with favorably in the budget work session, and that there should be new programs and additions that will please people once the budget is approved.

Councilmember Farco thanked City Manager Roger Gibson and Ms. Agan for their attentiveness to emails, keeping Council informed and doing what they can do to respond and take action on issues.

Councilmember Gebhart reported that Congressman Kenny Marchant and State Representative Jonathan Stickland will be at a town hall meeting on Monday, August 17 at the Library. It will be open to all and people can hear what is happening at the Capitol and this past legislative session.

22. City Manager/Staff Reports

Mr. Gibson stated that Council recognized the second class of the Emerging Leaders Program earlier and discussed improvements to the parks including the hockey rink at the Boys Ranch. The common denominator in those was Facilities Maintenance Supervisor Chuck Carlisle. He and Chris Clark, on his staff, were asked to go out and do what they could with the rink and they made significant improvements.

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.

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; Section 551.087, deliberation regarding economic development negotiations relative to the First State Addition; and Section 551.074, personnel matters - City Manager contract, at 7:45 p.m.

Council reconvened from Executive Session at 8:13 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.

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

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

ADJOURNMENT

Mayor Griffin adjourned the meeting at 8:14 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: See below

DATE: 08/25/15

Persons to be Heard

ITEM:

- a) Anthony Collier, 808 Helen Drive, Bedford, Texas 76022 – Requested to speak to the Council regarding Ordinance 924 relating to incompatible design.
- b) Cheryl Williams, 3913 Lacebark Lane, Bedford, Texas 76021 – Requested to speak to the Council regarding the Presumptive Disability Law in Texas.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letters of Request

From: [REDACTED]
Sent: Tuesday, August 11, 2015 4:34 PM
To: Wells, Michael
Subject: Re: example of incompatible design

yes, please add several guest
r/
a

On Tuesday, August 11, 2015 3:16 PM, "Wells, Michael" <Michael.Wells@bedfordtx.gov> wrote:

Good afternoon,

I will make copies of these documents available to Council tonight. Do you want me to put you on the agenda for the August 25 meeting to discuss this?

--
Michael Wells
Office: 817-952-2104

From: [REDACTED]
Sent: Tuesday, August 11, 2015 2:41 PM
To: Wells, Michael
Cc: Gibson, Roger
Subject: Re: example of incompatible design

please add the attached two pdf's to petition and request city council to review, open discussion with city staff for recommendations to allow for new materials and assistance to homeowners to repair/widen driveways.

r/
a

On Tuesday, August 11, 2015 8:51 AM, [REDACTED] wrote:

thanks, I will be adding pictures to the petition and request that council review in preparation for next month, it should be a whopper!

will drop off or email, when you receive please attach and submit.

r/
a

On Tuesday, August 11, 2015 8:49 AM, "Wells, Michael" <Michael.Wells@bedfordtx.gov> wrote:

Per your request, attached is Ordinance 15-3122.

-
Michael Wells
City Secretary
City of Bedford
2000 Forest Ridge Drive, Bedford, TX 76021-5713
Office: 817-952-2104 | Fax: 817-952-2103 | Michael.Wells@bedfordtx.gov

From: [REDACTED]
Sent: Tuesday, August 11, 2015 8:20 AM
To: Wells, Michael
Subject: Re: example of incompatible design

what is ordinance 15-3122 where can these be found?

r/
a

On Tuesday, August 11, 2015 8:18 AM, "Wells, Michael" <Michael.Wells@bedfordtx.gov> wrote:

Good morning,

I will be more than happy to give copies of this petition to Council immediately. However, by State law, this item cannot be discussed at tonight's meeting. If you would like to be put on the agenda for August 25 to discuss this item, I will be more than happy to do so. Just let me know when you get the opportunity.

--

Michael Wells
City Secretary
City of Bedford
2000 Forest Ridge Drive, Bedford, TX 76021-5713
Office: 817-952-2104 | Fax: 817-952-2103 | Michael.Wells@bedfordtx.gov

From: [REDACTED]
Sent: Monday, August 10, 2015 5:56 PM
To: Wells, Michael
Cc: Jacobs, Amanda
Subject: Re: example of incompatible design

we would prefer that city staff use the documents provided and submit Tuesday!
r/
a

On Monday, August 10, 2015 5:37 PM, "Wells, Michael" <Michael.Wells@bedfordtx.gov> wrote:

Good afternoon,

I apologize for the confusion. In reading your correspondence with Mr. Gibson, it was my understanding that you would be contacting my office directly regarding being placed on the agenda. Unfortunately, by State law, I am unable to amend the agenda for tomorrow night's meeting to add you as a speaker. I will certainly add your as a speaker on the August 25 meeting if you so desire.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Michael Wells
City Secretary
City of Bedford

Sent from my Sprint Samsung Galaxy® Note 4.

----- Original message -----

From: [REDACTED]
Date: 08/10/2015 4:50 PM (GMT-06:00)
To: "Gibson, Roger" <Roger.Gibson@bedfordtx.gov>
Cc: "Wells, Michael" <Michael.Wells@bedfordtx.gov>, "Jacobs, Amanda" <Amanda.Jacobs@bedfordtx.gov>
Subject: Re: example of incompatible design

I read the agenda for council meeting and do not see this issue up for discussion, in addition, I received a citation for parking on DG and recycled concrete!

I realize this is an insignificant part of city concerns, however, the citizens on Helen street are wary of neglectful street entrances repairs, the ability to hire contractors, and contradictions from code enforcement. (e.g. pea gravel driveways, installation of recycled/sustainable materials.

Please add us to the speakers! I have several signature proxy of citizen unable to attend.

r/
a

On Thursday, June 25, 2015 2:48 PM, "Gibson, Roger" <Roger.Gibson@bedfordtx.gov> wrote:

You are welcome. Michael and Amanda will assist you however they can. If not before then, I will see you in August at Council.

Regards,

Roger

From: [REDACTED]

Sent: Thursday, June 25, 2015 2:34 PM

To: Gibson, Roger

Subject: Re: example of incompatible design

thank you, if you agree, I plan to make contact with them with efforts to compile necessary presentation information.

Sir; I hope that you realize that I am pursuing this to promote the sanctity of this city. I hope to promote livability in this area credit the administration of the city. Any "sustainability", enhancements, clarification amendments to old ordinances will benefit the planet, you and your staff will be commended for this type of long overdue action.

thanks again and hope to meet you someday.

r/
a

On Thursday, June 25, 2015 2:24 PM, "Gibson, Roger" <Roger.Gibson@bedfordtx.gov> wrote:

Good Afternoon Mr. Collier:

I am including Michael Wells and Amanda Jacobs from the City Secretary's Office. To clarify you are requesting to be placed on Person's to be Heard for the first Council meeting in August (there are no scheduled meetings in July). That date would be August 11, 2015. The purpose of your request is to speak before Council asking them to consider ordinance revisions related to the type of surfaces permissible for the parking of vehicles?

Regards,

Roger

From: [REDACTED]

Sent: Thursday, June 25, 2015 2:03 PM

To: Gibson, Roger

Subject: Re: example of incompatible design

good afternoon, we meet today and the consensus was to request formal review of the ordinances from city council, would you please ask you secretary to log myself and at least tow other neighbors to present facts and data.

thanks four prompt attention and congratulations on formal manager approval, I suggest you set aside 1 hour a month for an "open door policy" to allow residents to bring forward facts that make this city a place to live, or leave.

r/
a

On Wednesday, June 24, 2015 3:58 PM, "[REDACTED]" wrote:

Just received a call form and was informed that the same contractor the city uses cannot pull a permit for residential curb cuts without posting another \$2500 bond.
as you can see, this puts me and many others in a strangle hold here in Bedford. The same contractor that preforms extensive R.O.W. for the city of Bedford cannot preform the same work for citizen!

I hope you have the time to visit tomorrow at 10am and experience first hand the insanity that goes inn this city! the citizens' here on this block think it's a joke!

r/
a

On Tuesday, June 23, 2015 9:28 AM, "[REDACTED]" wrote:

Good day sir; I am sending you an update on my issues here at 808 Helen dr. Both the city of Bedford and myself are fortunate to find good contractors and thanks to Bill Langford, who supervises the street repairs, I have found and made an agreement with a city approved contractor. Hector with Camcrete construction shall replace the broken drive entrance. I plan to pull the permit Tuesday (the contractor reports they posted a bond), if agreeable, and the work should commence on Saturday, he reports that this work will not affect his involvement with the city.

Needless to say, I was cheated from a contractor in Fort Worth last year, and spent too much money on this, the thought of more makes me unhappy. However, I think the new construction will widen the entrance and repair the curb and gutter problems which will address the cities lowest priority list of repairs, and allow me to finalize my parking needs.

Furthermore; my design composition of sustainable materials, decomposing granite (DG) and recycled concrete (RC) remains to me the solution. There are numerous favorable reasons, and I request that you spearhead a request for one of the established city groups (P&Z or ZBA) already in place, to address and present to city administrators and citizens a alternate solution to the 30 yr. old ordinance. In addition, I offer my design as a basis to establish the minimum composition to traditional concrete and asphalt. I would also like to add a final layer of thin-set pavers to enhance the beauty and infill with DG., attached pictures below are examples only.

r/
Anthony collier
[REDACTED]

On Tuesday, June 16, 2015 8:04 AM, "[REDACTED]" wrote:

thank you sir; Mr. Hines may possess my file with data photo's.

r/
a

On Tuesday, June 16, 2015 7:44 AM, "Gibson, Roger" <Roger.Gibson@bedfordtx.gov> wrote:

Good Morning:

I have received your email and your concerns. Please let me meet with staff to review this matter and we will follow up with you later this week.

Regards,

Roger

From: [REDACTED]
Sent: Monday, June 15, 2015 10:11 AM
To: Hines, Russell; Gibson, Roger
Subject: Re: example of incompatible design

I am requesting an audience with you to discuss what methods are available to bring out of date codes and ordinances into the 21st century. I am avid user of sustainable design and construction and request that you read the post below, if warranted I am available to provide whatever help or assistance is necessary.

10 years ago I was part of the Bedford ZBA committee, 8 yrs. ago I went to work for the military and rented this house. During my tenure with the ZBA I was excited about being part of the team that wanted to bring Bedford into the 21st century. By that I mean update 30 yr. old ordinances, delete incompatible codes and incorporate sustainable design and construction. I am not aware that enough if any has been accomplished!

I am semi-retired from the DoD and took possession of my house last year which required many repairs including the driveway and approach. I made several attempts to contact city officials to establish the criteria, only to encounter delays, lack of response and contradictions. Not to mention the ordinances I mention are impossible to locate on the city website!

The current 30 yr old "ordinance 924' (updated 1995), refers to approved driveways as "all weathered parking, asphalt or concrete", my understanding of the definition asphalt = bitumen's tar and rock" (the following extracted from the internet) "Asphalt is a heavy, dark brown to black mineral substance, one of several mixtures of hydrocarbons called bitumens. Asphalt is a strong, versatile weather and chemical-resistant binding material which adapts itself to a variety of uses. Asphalt binds crushed stone and gravel (commonly known as aggregate) into firm, tough surfaces for roads, streets, and airport run-ways. Asphalt, also known as mineral pitch, is obtained from either natural deposits such as native asphalt or brea or as a byproduct of the petroleum industry (petroleum asphalt)."

Read more: <http://www.madehow.com/Volume-2/Asphalt-Cement.html#ixzz3d50EChwD>

My current design and construction which I submitted to the city engineer is 2" of recycled concrete and 2" Decomposing granite. The only material not present is bitumens tar. I was cited for non-confirming and during many disucssions I ask "if I add bitumons tar would this suffice?", only to receive contradiction and confusion.

Please review the entire correspondence from the city. In addition Steve Hines was contacted last year, no longer employed.

r/
a

On Friday, May 8, 2015 3:57 PM, "Hines, Russell" <Russell.Hines@bedfordtx.gov> wrote:

Mr, Collier,

I am unable to interpretate the definition of all weather surface with anything other than how it states as asphalt or concrete paving. There are driveways that hold different levels of conformity for different reasons. Code Compliance has identified reasons for compliance on your property. They are the division to determine the status of compliance for this case.

Thank you

Russell Hines
[817-952-2144](tel:817-952-2144)

On Fri, May 8, 2015 at 12:32 PM -0700,  one more question, is recycled concrete acceptable?

r/
a

picture attachment's of houses on pipeline road

On Friday, May 8, 2015 10:20 AM, "Hines, Russell" <Russell.Hines@bedfordtx.gov> wrote:

There is no staff or zoning variance available. There are no provisions in the ordinance for appeal.

Russell Hines
[817-952-2144](tel:817-952-2144)

On Fri, May 8, 2015 at 7:58 AM -0700, "[REDACTED]"
thanks, there are numerous installation of "pea gravel", irregular shaped stones and other materials throughout Bedford without any code issues.
I requested a staff variance, if you have denied this then I want to submit a full "zoning variance!"
r/
a

On Friday, May 8, 2015 9:54 AM, "Hines, Russell" <Russell.Hines@bedfordtx.gov> wrote:

Mr. Collier,

The ordinances require an all weather surface as described in the attached copy of Ordinance 924. The only provisions for an all weather surface is asphalt or concrete paving. The ordinances do not provide a relief clause. Without the provisions for relief, there is no mechanism for a variance hearing. The application of decomposed granite for an all weather surface does not meet the requirements of Ordinance 924. I have copied Code Compliance on this as well.

Thanks

--

Russell Hines
Office: 817-952-2144

From: [REDACTED]
Sent: Friday, May 08, 2015 8:45 AM
To: Hines, Russell
Subject: Re: example of incompatible design

good day Mr. Hines, I sent you a request to review the parking material and request for variance some time ago, if you have a minute please forward an update on progress!

thanks
r/Anthony Collier
[REDACTED]
808 Helen
Bedford, Texas 76022

On Tuesday, March 31, 2015 12:29 PM, "Hines, Russell" <Russell.Hines@bedfordtx.gov> wrote:

Forgive me. I do not know why you have sent this to me.

Russell Hines
[817-952-2144](tel:817-952-2144)

On Tue, Mar 31, 2015 at 8:51 AM -0700, "[REDACTED]" wrote:
this picture reveals quite a bit, I do not operate a business from my home. This trailer is personal use and 12' long, notice my neighbor's trailer is 19 or 20' long!

r/
a

Example of outdated codes gone bad, homeowners unable to hire contractors to replace or widen driveways! Note; all of the driveways curbs on Helen except two are broken.



Pictures of Pea Gravel driveways on hidden Oaks drive, Bedford (completed 1985)



From: cheryl williams <[REDACTED]>
Date: 08/13/2015 12:14 PM (GMT-06:00)
To: "Wells, Michael" <Michael.Wells@bedfordtx.gov>
Subject: Re: council meetings

Thank you for your quick reply...

As a resident of this city, I am a little taken back by the news coverage I saw last night on channel 11 in regards to Lt. Keith Long.

I have done a little bit of research since the news story... and from what I found The Presumptive Disability Law in Texas that was passed in September of 2005 would cover Lt. Long. I am just a little confused as to why the city is saying no.

I just wanted to voice my concerns and give the city council/respresenatives a chance to address this matter. I understand there are HIPPA laws, so I am sure there is little information that the city can give me, but just in general I believe as a resident of this city I have a right to know why the brave firefighters of my city are not being properly protected.

Thank you,
Cheryl Williams
3913 Lacebark Lane
Bedford, TX 76021
Oak Park subdivision

> On Aug 13, 2015, at 8:35 AM, Wells, Michael <Michael.Wells@bedfordtx.gov> wrote:

>

> Good morning,

>

> You have already done most of the work by emailing me. You just need to let me know what you would like to speak to Council regarding and we will add you to the agenda for the August 25 meeting.

>

> --

> Michael Wells

> Office: 817-952-2104

>

>

> -----Original Message-----

> From: cheryl williams <[REDACTED]>

> Sent: Thursday, August 13, 2015 8:14 AM

> To: Wells, Michael

> Subject: council meetings

>

> Hello Michael,

>

>

> My purpose of my email is to inquiry abouthow one can make a request to speak at the next council meeting. I saw on the city website they are held the 2nd and 4th Tuesday of the month. So if my calculations are correct the next one would be August 25th.

> If you could please reply and advise me on what steps I would need to take I would greatly appreciate it.

>

> Thank you.

>



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 08/25/15

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

ITEM:

Public hearing and consider an ordinance to rezone Lot 2, Block 4, Airport Freeway Center Addition, located at 1327 Brown Trail Suite C, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(7)o, Secondhand, Rummage, and Used-Furniture Stores, allowing for Harley's Angels to operate a resale shop. The subject property is generally located south of Racquet Club Boulevard and west of Brown Trail. (Z-281)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Brown Trail to the west, Racquet Club Boulevard to the north and Bedford Road to the south, with the site currently a multi-tenant building. The applicant is requesting a Specific Use Permit (SUP) allowing for Renee Barrington of Harley's Angels to operate a resale shop located at 1327 Brown Trail Suite C.

The Planning and Zoning Commission recommended approval of this application at their July 23, 2015 meeting by a vote of 6-1-0, with the stipulation that no items for sale be displayed in front of the building, sidewalk or parking lot.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lot 2, Block 4, Airport Freeway Center Addition, located at 1327 Brown Trail Suite C, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(7)o, Secondhand, Rummage, and Used-Furniture Stores, allowing for Harley's Angels to operate a resale shop. The subject property is generally located south of Racquet Club Boulevard and west of Brown Trail. (Z-281)

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 2, BLOCK 4, AIRPORT FREEWAY CENTER ADDITION, LOCATED AT 1327 BROWN TRAIL SUITE C, BEDFORD, TEXAS FROM (H) HEAVY COMMERCIAL TO (H/SUP) HEAVY COMMERCIAL/SPECIFIC USE PERMIT, SPECIFIC TO SECTION 3.2.C(7)O, SECONDHAND, RUMMAGE, AND USED-FURNITURE STORES, ALLOWING FOR HARLEY'S ANGELS TO OPERATE A RESALE SHOP. THE SUBJECT PROPERTY IS GENERALLY LOCATED SOUTH OF RACQUET CLUB BOULEVARD AND WEST OF BROWN TRAIL. (Z-281)

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 2, Block 4, Airport Freeway Center Addition, located at 1327 Brown Trail, Suite C, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit allowing for Harley's Angels to operate a resale shop. The subject property is generally located south of Racquet Club Boulevard and west 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 2, Block 4, Airport Freeway Center Addition, shall be shown as approved by this ordinance.

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

1. That no items for sale be displayed in front of the building, sidewalk or parking lot.

SECTION 4. That the site plan showing the location of the existing building and 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, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.

ORDINANCE NO. 15-

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 25th 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

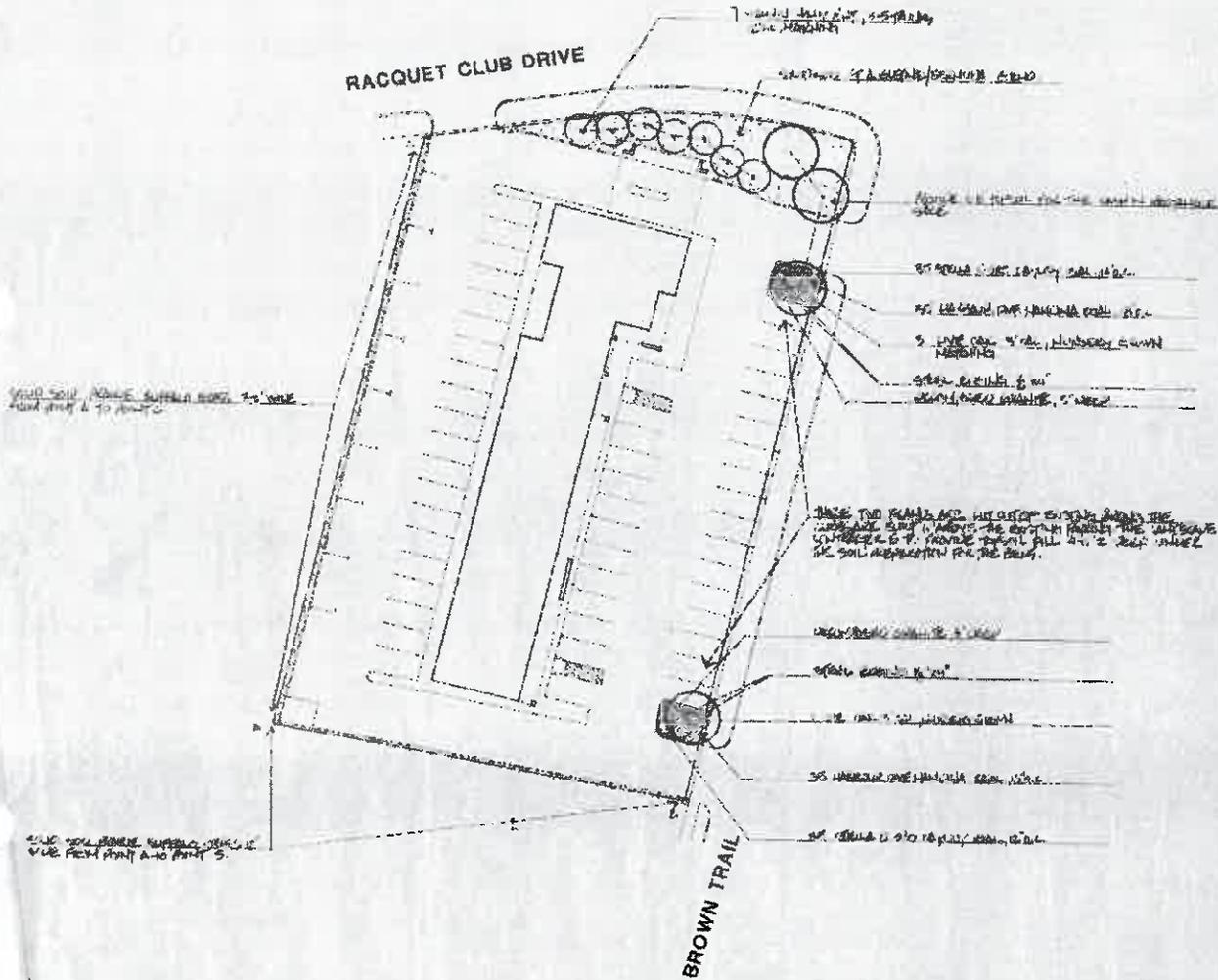
ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

182-2



SITE PLAN
SCALE 1" = 20'-0"

00-18-15A12:10 REV D

NZ
ARCHITECTS
1941 100 WEST

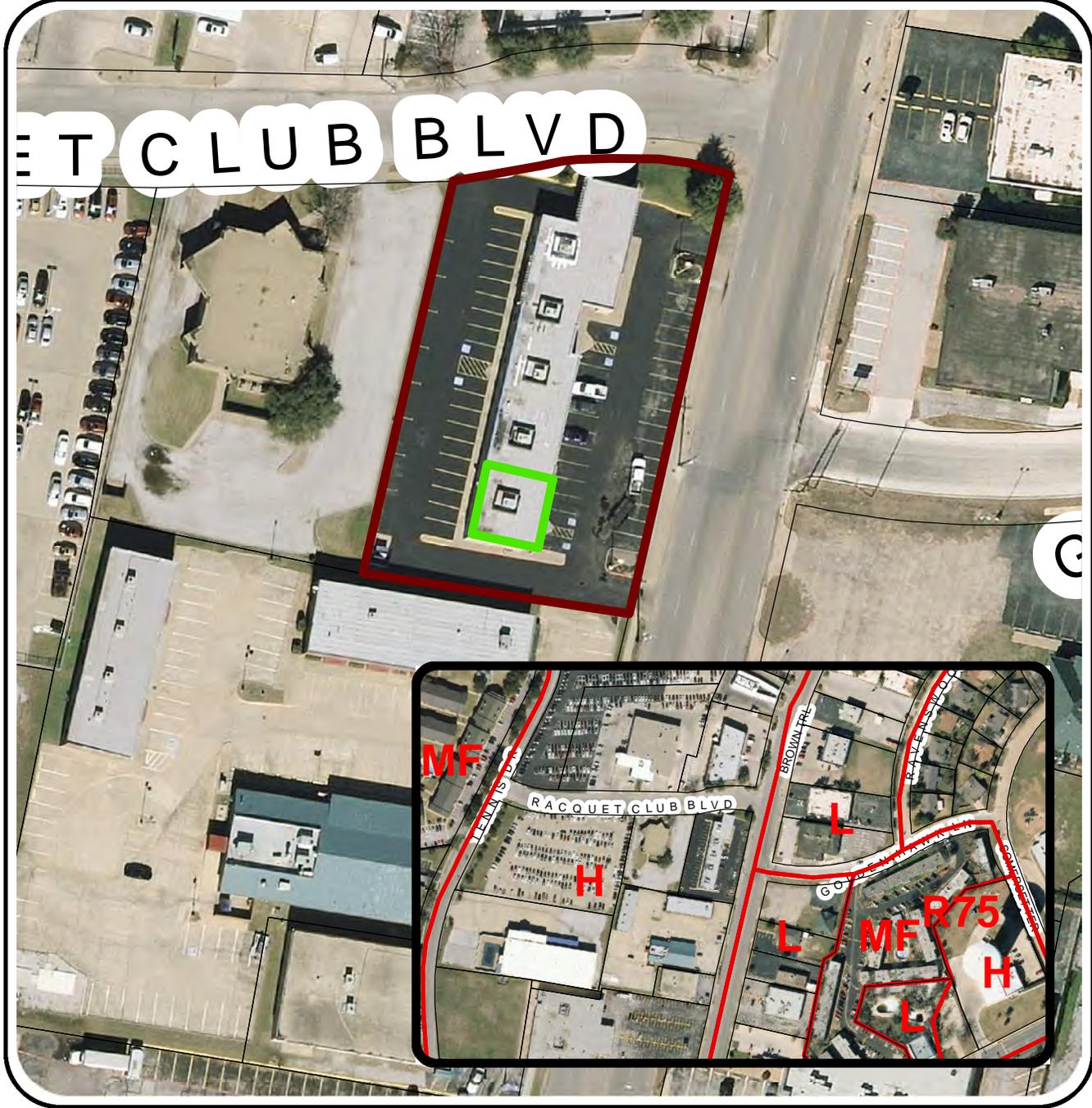
Architecture
Development Services
9601 White Rock Trail • Suite 225
Dallas, Texas
76208 • 2548
1941 100 WEST



ALBERTSONS EMPLOYEE FEDERAL CREDIT UNION
REMODEL
1327 BROWN TRAIL
BEDFORD, TEXAS

- NOTES:
1. THE EXISTING BUILDING IS TO BE MAINTAINED AND THE EXISTING FOUNDATION TO BE MAINTAINED. PROVIDE TYPICAL WALL AND ROOF DETAIL OF SOIL ADAPTATION FOR THE BUILDING.
 2. PROVIDE TYPICAL WALL AND ROOF DETAIL OF SOIL ADAPTATION FOR THE BUILDING.
 3. PROVIDE TYPICAL WALL AND ROOF DETAIL OF SOIL ADAPTATION FOR THE BUILDING.
 4. PROVIDE TYPICAL WALL AND ROOF DETAIL OF SOIL ADAPTATION FOR THE BUILDING.
 5. PROVIDE TYPICAL WALL AND ROOF DETAIL OF SOIL ADAPTATION FOR THE BUILDING.

Z-281 1327 Brown Trail
Zoned "H" Heavy Commercial



Legend

-  Proposed Property
-  Proposed Resale Shop

Applicants Signature of Acknowledgement



Z-281

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JULY 23, 2015**

DRAFT

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 25, 2015 regular meeting**

Motion: Commissioner Hall made a motion to approve the meeting minutes of the June 25, 2015 regular meeting.

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

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

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Reese declared the June 25, 2015 meeting minutes approved.

PUBLIC HEARINGS

- 2. Public hearing and consider a request to rezone Lot 2, Block 4, Airport Freeway Center Addition, located at 1327 Brown Trail Suite C, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(7) of the Ordinance, Secondhand, Rummage, and Used-Furniture Stores, allowing for Harley's Angels to operate a resale shop. The subject property is generally located south of Racquet Club Boulevard and west of Brown Trail. (Z-281)**

Chairman Reese recognized Emilio Sanchez, Planning Manager, who reviewed zoning case Z-281.

The current landscaping of the site plan is sufficient. No comments in opposition of the case were received by staff.

The applicant, Sharon Renee Barrington spoke in favor of the case.

Resale items would be kept at the applicant's home for refurbishing. Drop-off times for items will be specified and will occur during business hours.

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

Patricia Nolan spoke in opposition of the case, citing that the type of business would not be a good fit for the area.

June Gravley spoke in opposition of the case, citing that it may not be the best fit and items should be kept inside the facility.

Pay Dryer spoke in opposition of the case, citing that a neighborhood could use a different kind of business to uplift the area and attract different types of clientele.

Sharon Barrington, the applicant, addressed the issues of the quality of the establishment. She would like to implement a boutique-style establishment for the sale of the donated items.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF JULY 23, 2015**

DRAFT

The store will sell household goods, antiques and clothing. They will not take in mattresses, sofas or children's toys.

Chairman Reese closed the public hearing at 7:29 p.m.

Motion: Commissioner Hall made a motion to approve Zoning Case Z-281 with the stipulation that no items for sale be displayed in front of the building, sidewalk or parking lot.

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

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

Nays: Commissioner Sinisi

Abstention: None

Motion approved 6-1-0. Chairman Reese recommended approval of zoning case Z-281.

ADJOURNMENT

Motion: Commissioner Sinisi made a motion to adjourn.

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

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

Nays: None

Abstention: None

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

August 6, 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 Thursday, August 6, 2015.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Monday, August 10, 2015.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, August 25, 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 2, Block 4, Airport Freeway Center Addition, located at 1327 Brown Trail Suite C, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit, specific to Section 3.2.C(7)o, Secondhand, Rummage, and Used-Furniture Stores, allowing for Harley's Angels to operate a resale shop. The subject property is generally located south of Racquet Club Boulevard and west of Brown Trail. (Z-281)

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



Council Agenda Background

PRESENTER: Meg Jakubik, C.G.F.O., Strategic Services
Manager

DATE: 08/25/15

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

ITEM:

Public hearing on the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2015 through September 30, 2016; levying taxes for 2015 tax year.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

Article IV, Section 4.06 of the City Charter states that “At the time advertised or at any time to which such a public hearing shall be adjourned, the council shall hold a public hearing on the budget as submitted, at which time all interested persons shall be given an opportunity to be heard for or against the estimates or any item therein. After the conclusion of the public hearing, the council may make such changes, if any, in the budget as in their judgment the law warrants and the best interests of the taxpayers of the city demand. The budget, as amended, shall then be adopted by ordinance which shall also fix the property tax rate per one hundred dollars (\$100.00) assessed value, which shall apply to the current tax year.”

In accordance with the requirements in the City Charter, the budget for the City of Bedford, as compiled by the City Manager, has been submitted. On August 11, 2015, the City Council called for a public hearing to be held on August 25, 2015 to receive public comments on the budget.

Exhibit A to this agenda item reflects a summary of the budget as presented. An ad valorem tax of \$0.494830 per \$100 valuation is recommended to fund this budget.

Upon conclusion of the public hearing, staff will be prepared to answer questions and provide additional information as needed.

RECOMMENDATION:

Hold a public hearing to receive citizen comments on the proposed budget for FY2014-2015.

FISCAL IMPACT:

N/A

ATTACHMENTS:

PowerPoint Presentation
Exhibit A: Summary of Revenue and Expenditures by Fund

FY 2015-16
Budget Work Session

August 7, 2015

Budget Strategy

- Council Goals & Requests
- Address Maintenance Needs
- Address Historical Underfunding
- Fiscal Responsibility
- Investments
 - Human Capital
 - Programs for Hiring, Training & Retention
 - Improve efficiencies
- Accountability
- *Keep an eye on the radar*

Assumptions

- Conservative Sales Tax Growth
- Employee Compensation Program
- Fee Increases related to cost for providing services
 - Water & Sewer pass-through increase from TRA
 - Debt Service for SWIFT Loan
 - Multi-Family Inspections
 - Recreation
- Maintain current Property tax rate

Fiscal Transparency Award

- Texas Comptroller Leadership Circle Award
- Platinum Designation for entities *that go above and beyond providing financial transparency.*



Texas Comptroller
Leadership Circle

Cost of Services

- Customers Served:
 - 49,054 Citizens
 - Untold Number of Visitors



- Operating Budget: \$65,778,951



Services Provided





What a Bargain!

- Average Taxable Home Value: \$151,264
- Tax Rate per \$100: \$0.494830



- Cost:
 - Per Year = \$748.50
 - Per Month = \$62.37
 - Per Day = \$2.05

Financial Highlights

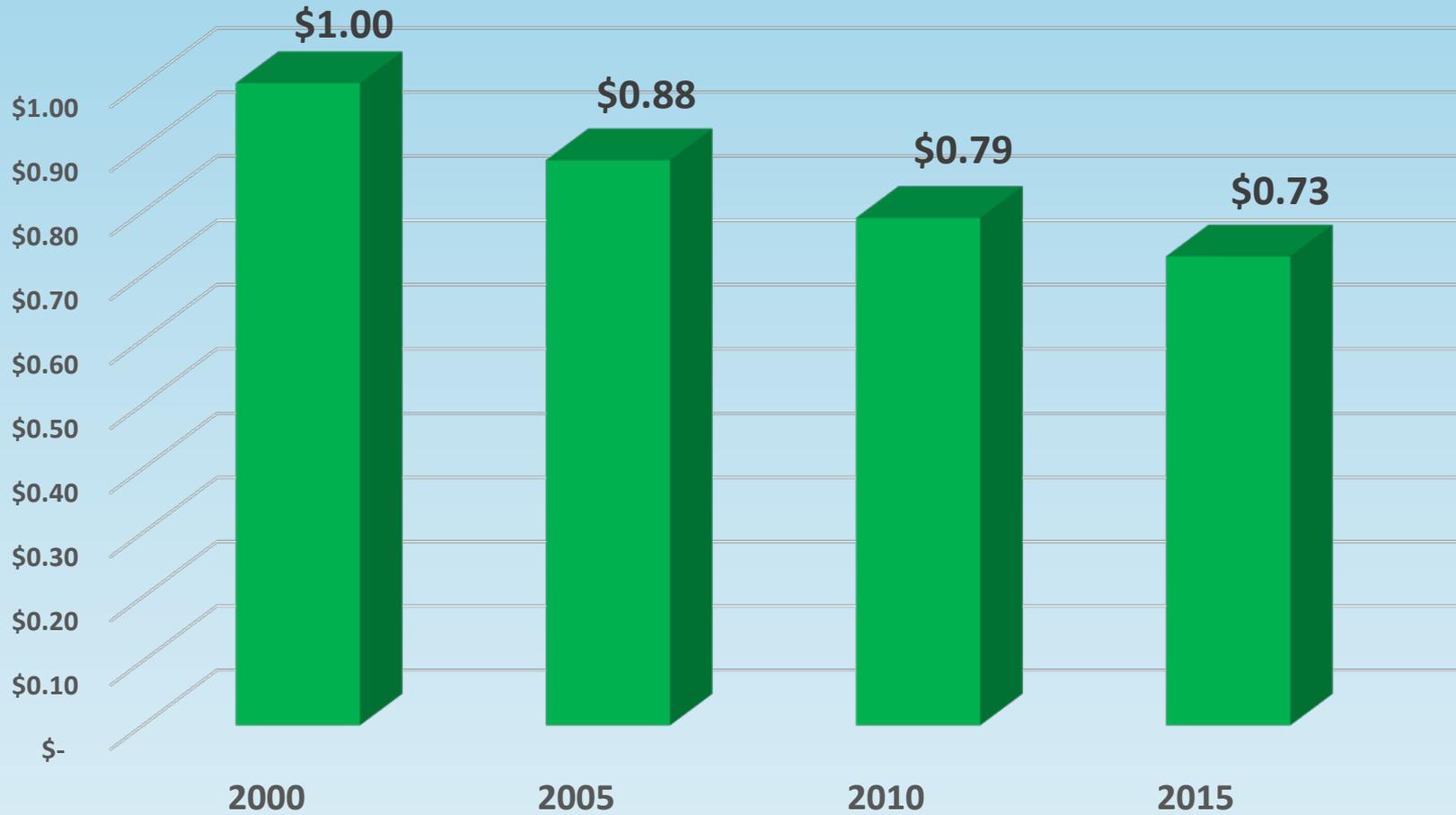
Budget Highlights

<u>Fund</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Difference</u>
General Fund	\$30,660,470	\$30,660,277	\$193
Tourism Fund	\$1,230,800	\$1,207,872	\$22,928
Water/Sewer Fund	\$22,142,233	\$21,038,378	\$1,103,855
Stormwater Fund	\$1,312,000	\$1,292,119	\$19,881
Debt Service Fund	\$6,738,488	\$6,728,638	\$9,850
4B SIEDC Fund	\$3,378,000	\$4,424,350	(\$1,046,350)
Other Funds	<u>\$1,511,900</u>	<u>\$427,317</u>	<u>\$1,084,583</u>
TOTAL BUDGET	\$66,973,891	\$65,778,951	\$1,194,940

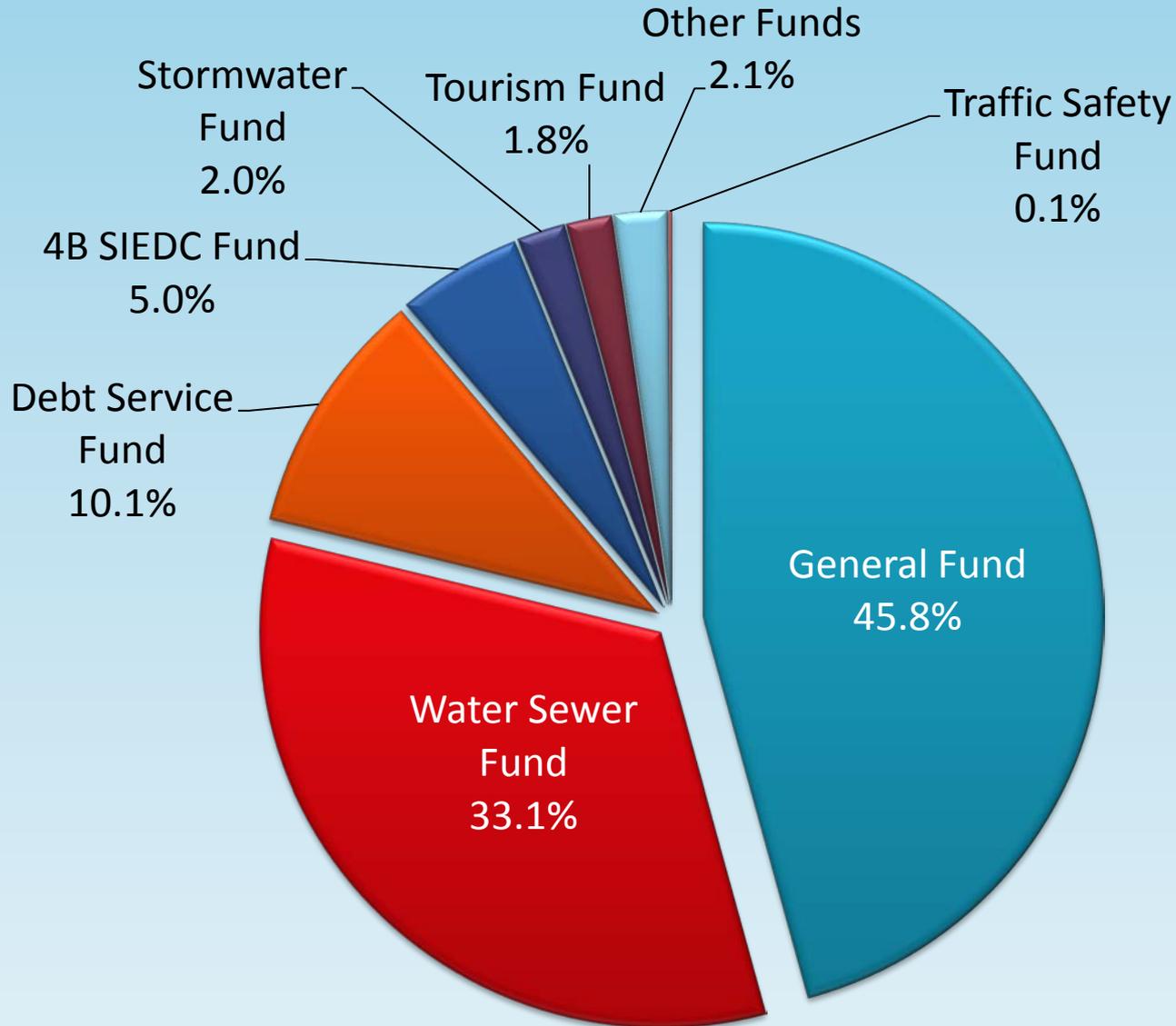
Consumer Price Index (CPI) vs. Municipal Cost Index (MCI)

Type	2011	2012	2013	2014	2015	Avg. per year
MCI % Change	4.5%	2.2%	1.8%	1.9%	-0.7%	1.48%
CPI % Change	2.8%	2.3%	1.5%	1.7%	-0.1%	1.14%

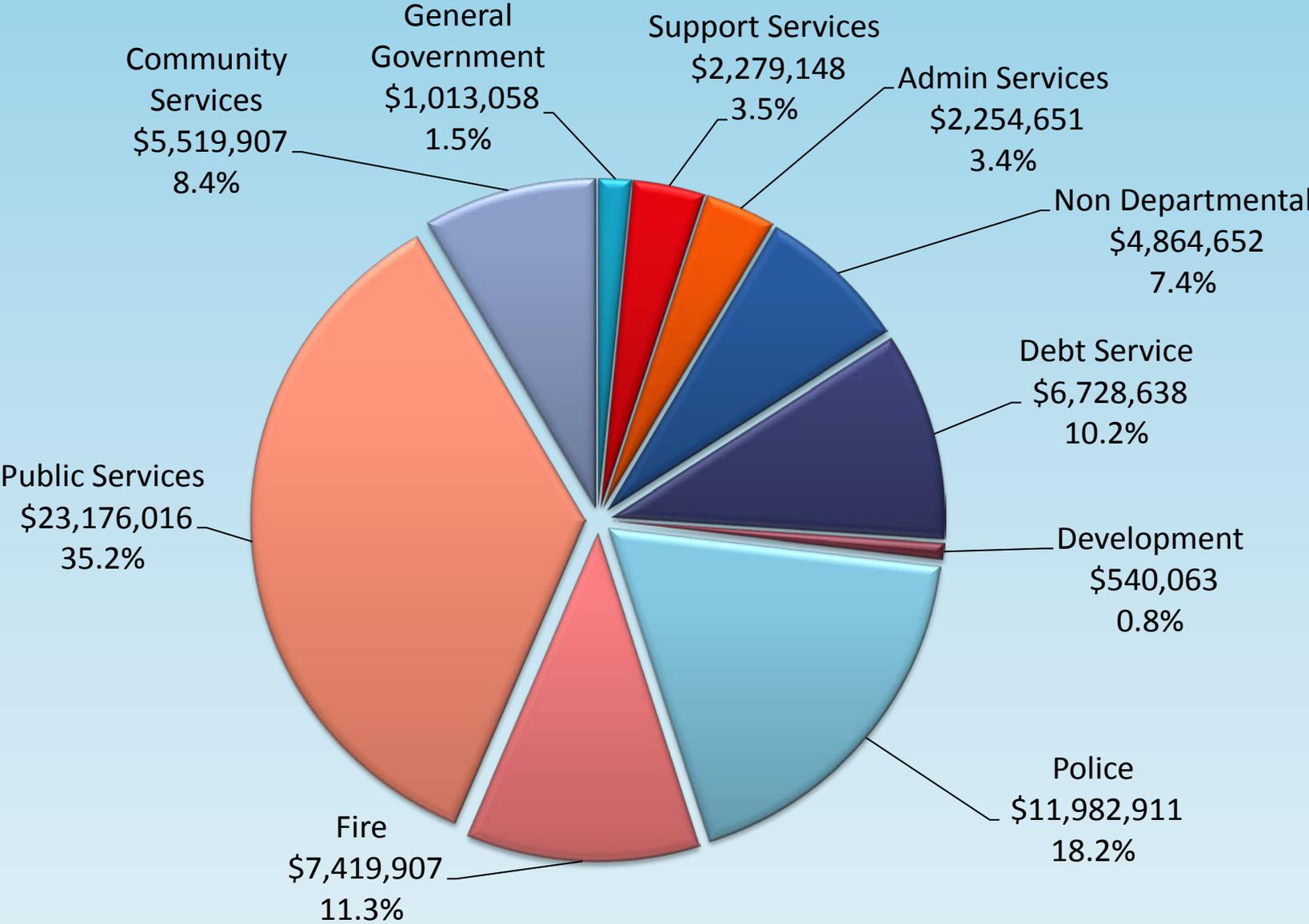
Value of a Dollar – Over Time



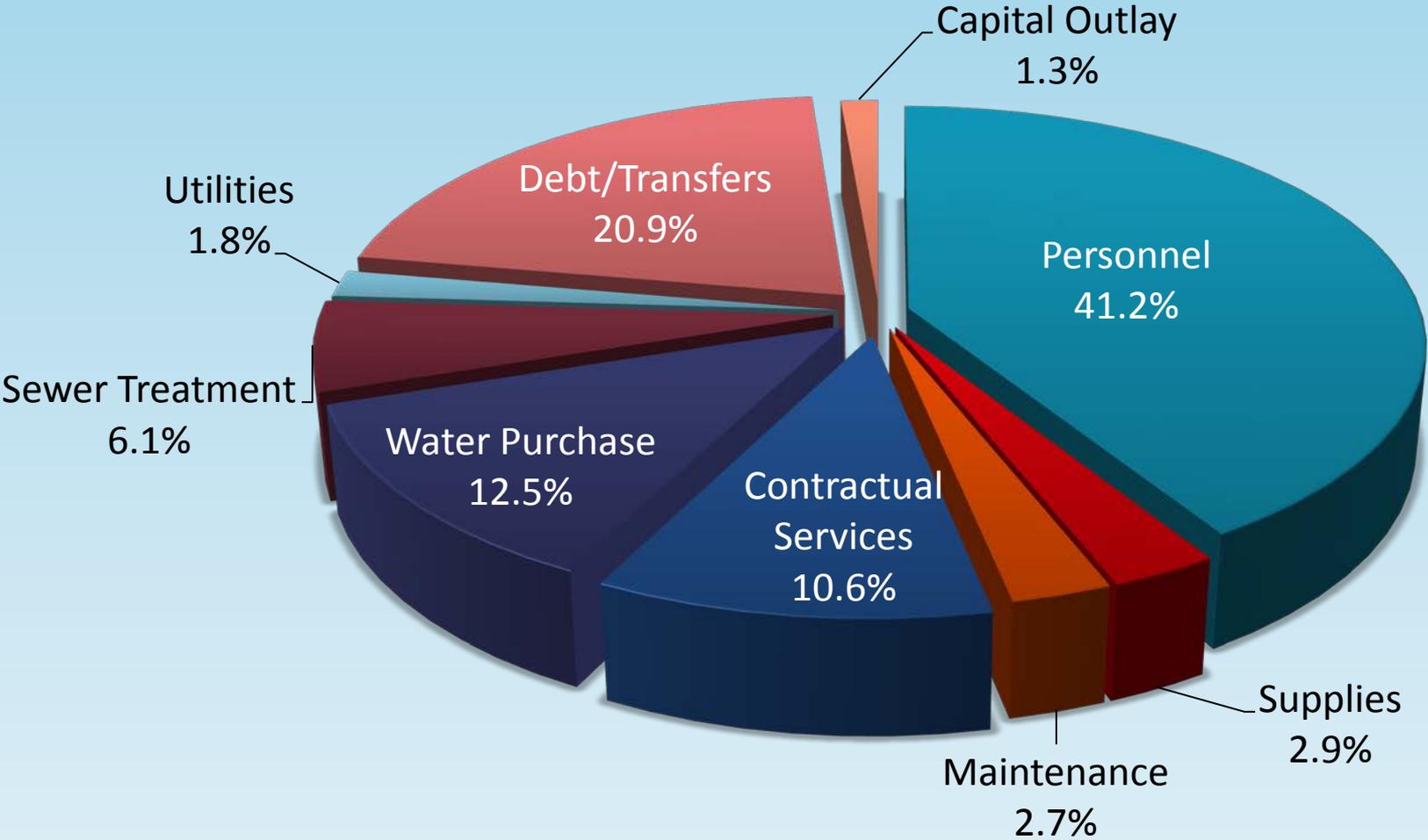
REVENUES BY SOURCE



Expenditures by Function



Expenditures by Classification



GENERAL FUND

The City's primary operating fund. It is used to account for all financial resources except those required to be accounted for in another fund.

TAXABLE VALUE COMPARISON over the years

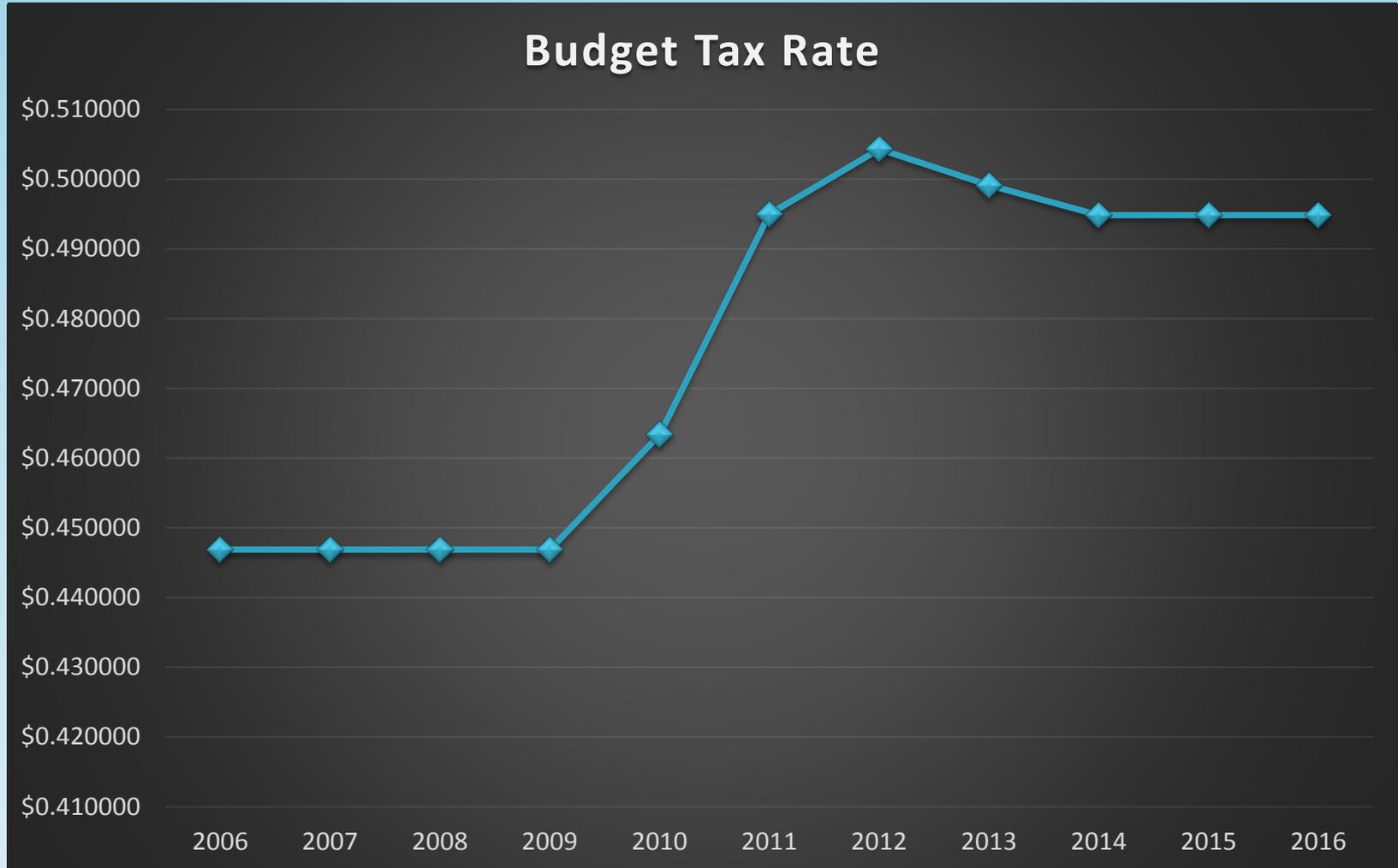
Taxable Values



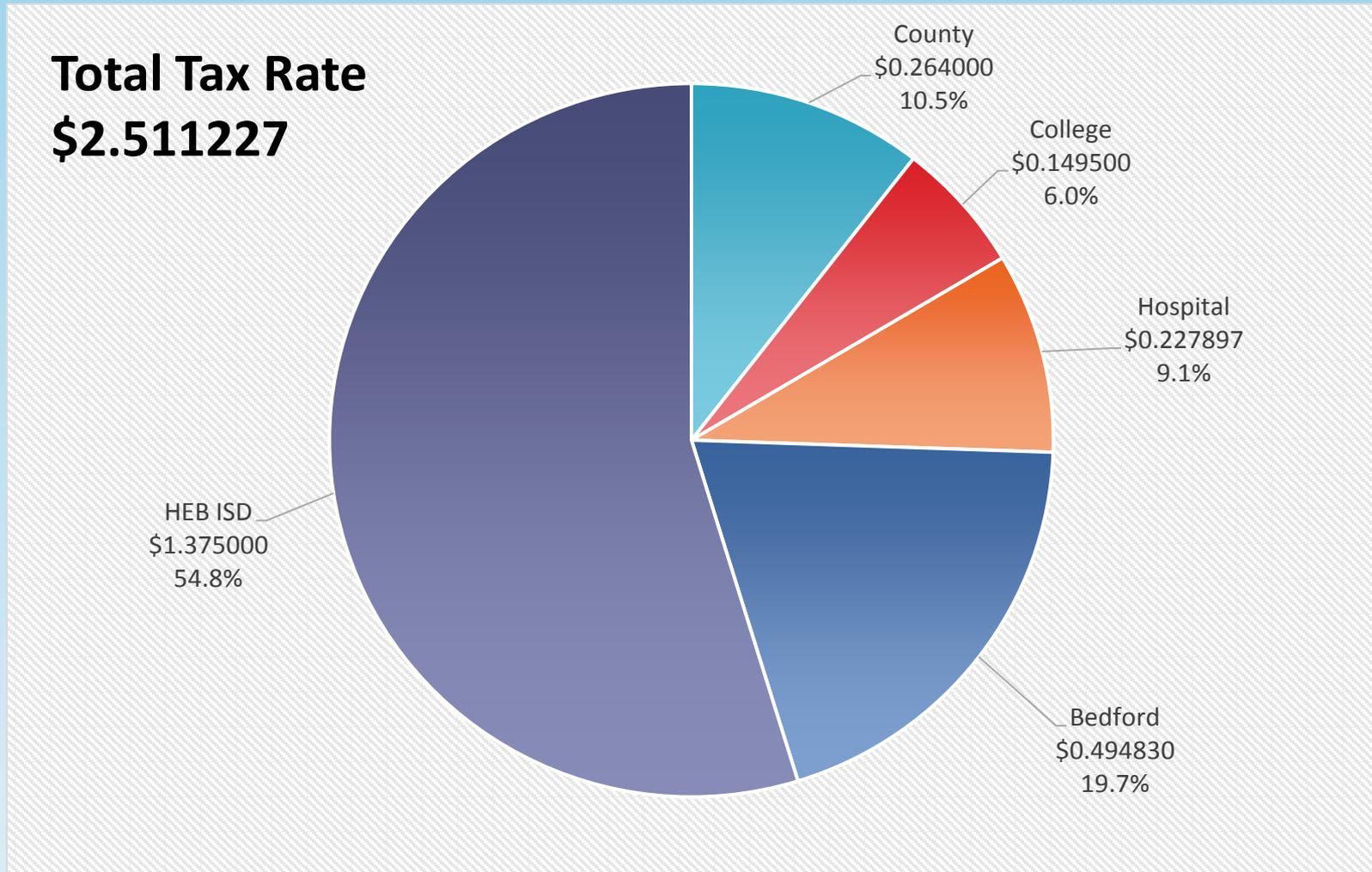
Appraised Value Changes

<u>Fiscal Year</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Taxable Value	\$3,178,202,388	\$3,088,050,009	\$2,930,444,393
New Construction	\$14,430,050	\$4,147,745	\$6,293,903
Total	\$3,192,632,438	\$3,121,183,647	\$3,006,179,994
Total Change	2.3%	3.8%	1.5%
Avg Market Value	\$167,497	\$166,472	\$161,780
Avg Net Taxable Value	\$151,264	\$152,234	\$148,113

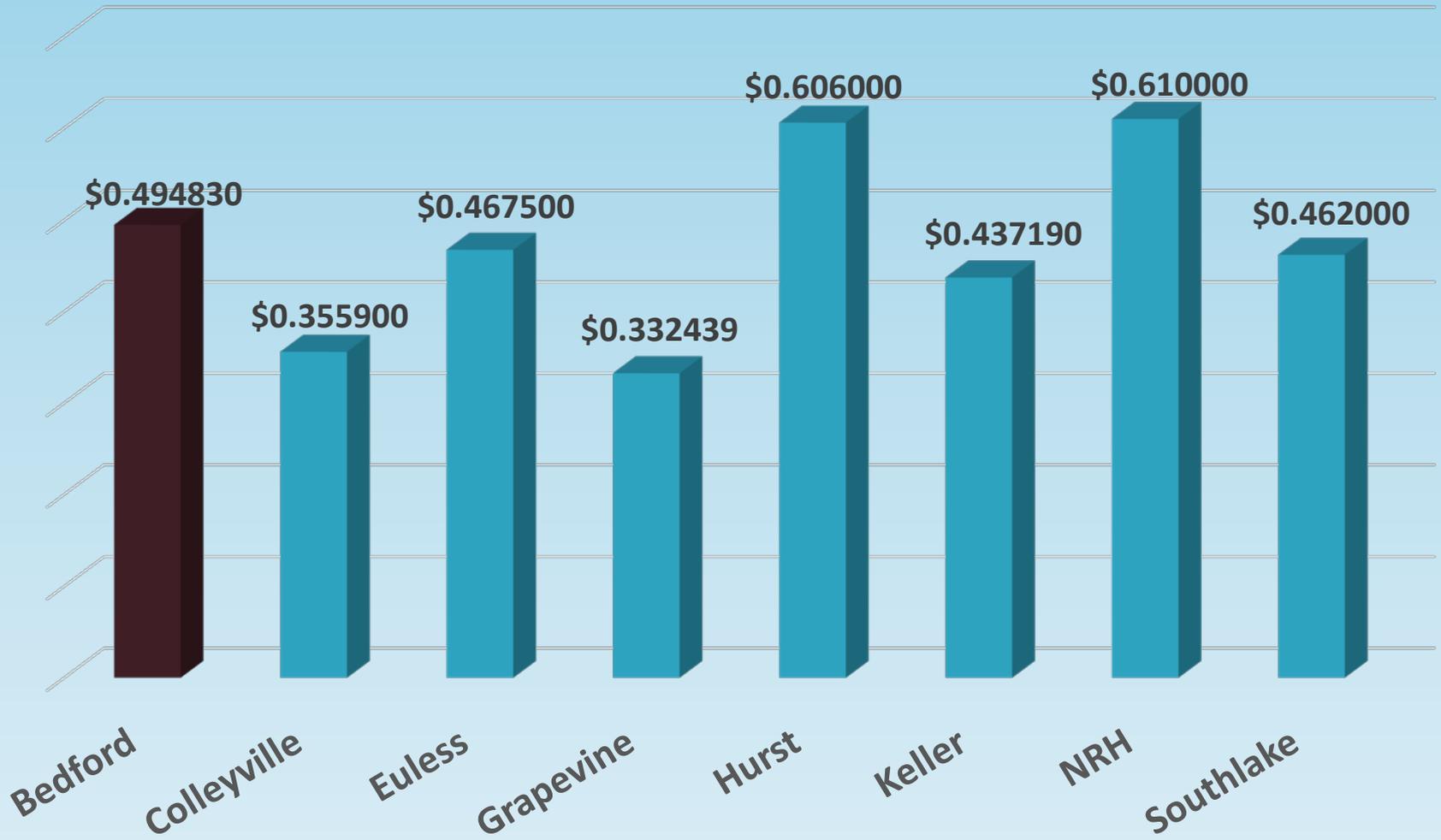
TAX RATE HISTORY



FY14-15 Overlapping Tax Rates



FY 15-16 Proposed Area Tax Rates



Effective Tax Rate Calculations

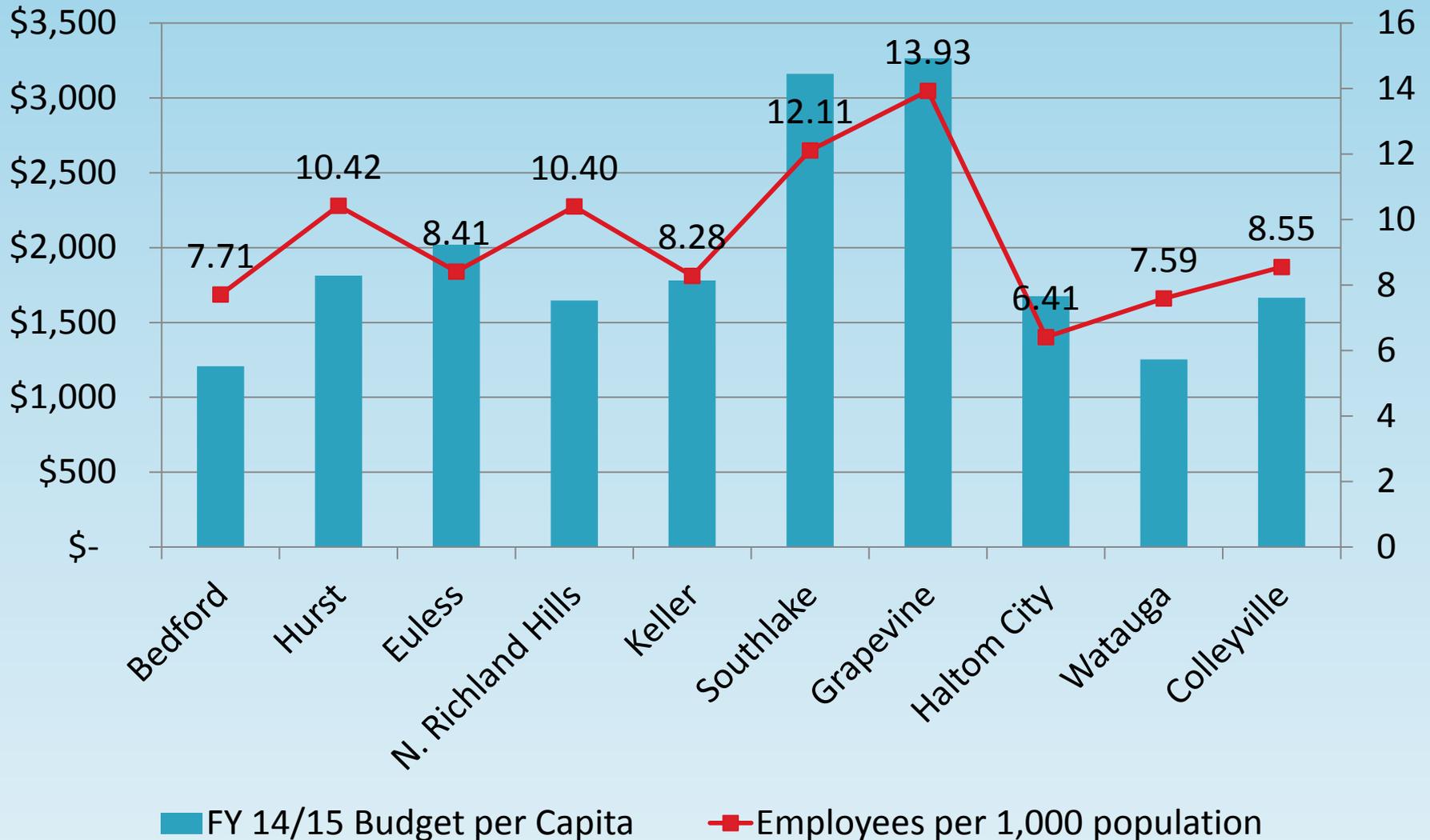
FY 2014-2015 Tax Rate	\$0.494830
FY 2015-2016 Effective Tax Rate	\$0.483674
FY 2015-2016 Rollback Rate	\$0.508643

Tax Rate used in Revenue Calculation:
\$0.494830

Tax Rate Impact

	FY 14-15	FY 15-16
Tax Rate	\$0.494830	\$0.494830
Average Homeowner Impact		
Average Home Value	<u>\$152,234</u>	<u>\$151,264</u>
Annual Tax Bill:	\$753.30	\$748.50
Monthly:	\$62.77	\$62.37
Senior Exemption Property Impact (Newly Qualified Property)		
Average Home Value	\$152,234	\$151,264
Less: Over 65 Exemption	(\$50,000)	(\$50,000)
Net Taxable Value	<u>\$102,234</u>	<u>\$101,264</u>
Annual Tax Bill:	\$505.88	\$501.08
Monthly:	\$42.16	\$41.76

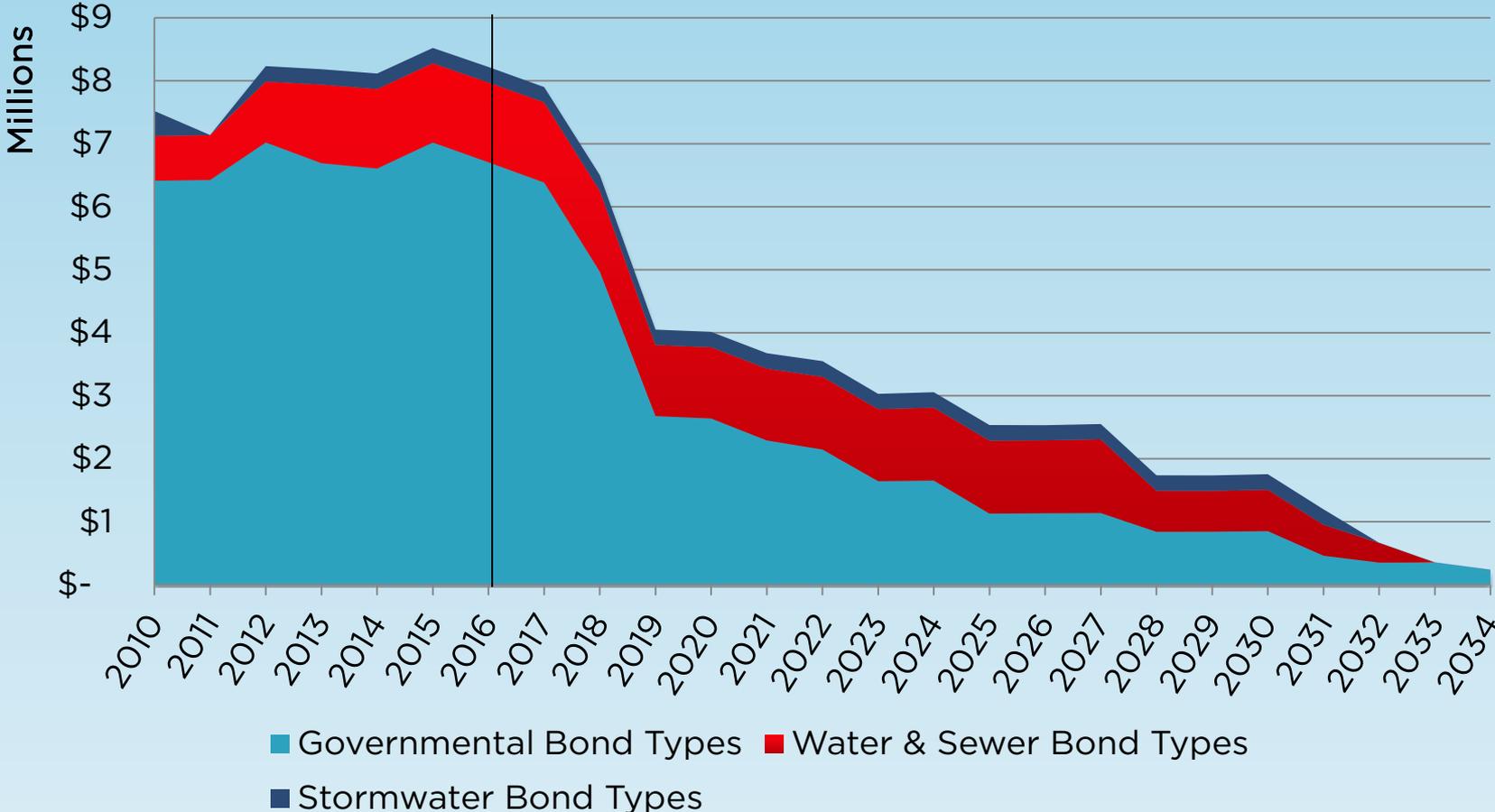
Per Capita Comparisons



DEBT SERVICE FUND

Sometimes referred to as the interest & sinking fund, it is primarily supported by the property tax to fund general long-term debt.

Annual Funding Requirements



WATER AND SEWER FUND

An enterprise fund that is supported by water and sewer user charges/fees to fund 100% of its operations, debt obligations and capital outlays like a business type activity.

Current Water/Sewer Rates

**since January 2015*

WATER RATES:

Base Rate	\$18.92 / month
Base Rate (age 65 & older)	\$17.20 / month
Volume Rate	\$3.38 / 1,000 gal.

SEWER RATES:

Base Rate	\$11.21 / month	
Base Rate (age 65 & older)	\$10.18 / month	
Volume Rate	\$2.21 / 1,000 gal.	Up to 12,000 gal. max

Trinity River Authority Cost Projections

Projected Future Cost of Services Flows Based on Historical Data & Trends

Fiscal Year Ending Nov. 30	Projected Flow (MGD) – Water	Cost per 1,000 Gal – Water	Projected Flow (MGD) – Wastewater	Cost per 1,000 Gal - Wastewater
2016	32.325	\$3.080	127.193	\$2.380
2017	32.506	\$3.186	131.500	\$2.646
2018	32.688	\$3.305	131.500	\$2.845
2019	32.871	\$3.453	131.500	\$3.019
2020	33.055	\$3.535	131.500	\$3.250

Proposed Water/Sewer Rates

**effective October 2015*

WATER RATES:

Base Rate	\$19.30 / month	
Base Rate (age 65 & older)	\$17.54 / month	
Volume Rate	\$3.55 / 1,000 gal.	July City Average – 13,000 gal.

SEWER RATES:

Base Rate	\$11.77 / month	
Base Rate (age 65 & older)	\$10.69 / month	
Volume Rate	\$2.55 / 1,000 gal.	City Average – 5,000 gal. Up to 12,000 gal. max

Example Fiscal Impact

	Regular	Senior
Current July Bill	\$101.05	\$97.18
<i>Water & Sewer Increase</i>	<u><i>\$4.84</i></u>	<u><i>\$4.76</i></u>
New July Bill	\$105.89	\$101.94

SPECIAL REVENUE FUNDS

*Tourism ... Court Security ... Court Technology ...
Park Donations ... Beautification ... Traffic Safety ...
Economic Development ... PEG ...*

Highlights

- Technology Updates
 - Timekeeping Software (portion), Phone System Upgrades (portion), A/V System at Old Bedford School
- Facility Improvements
 - Senior Center Room Partitions, Library Flooring, Splash pool lining, Windmill Blades, Picnic Tables
- Program Enhancements
 - Cultural District Wayfinding Plan, Christmas Decorations, Poles for Banners on Bedford Road

QUESTIONS?

**CITY OF BEDFORD
SUMMARY OF REVENUE AND EXPENDITURES BY FUND
FISCAL YEAR 2015-2016**

FUND NAME	BEGINNING BALANCE	REVENUE			EXPENDITURES			FY 15-16 DIFFERENCE	ENDING BALANCE
		PROPOSED	SUPPLEMENTAL	REVENUE	PROPOSED	SUPPLEMENTAL	EXPENDITURES		
GENERAL FUND	\$ 5,904,055	\$ 30,082,788	\$ 577,682	\$ 30,660,470	\$ 29,951,712	\$ 708,565	\$ 30,660,277	\$ 193	\$ 5,904,248
TOURISM FUND	583,830	1,230,800	-	1,230,800	1,104,604	103,268	1,207,872	22,928	606,758
WATER AND SEWER FUND	2,722,760 *	22,142,233	-	22,142,233	20,902,233	136,145	21,038,378	1,103,855	3,826,615
STORMWATER UTILITY FUND	971,444 *	1,312,000	-	1,312,000	1,263,198	28,921	1,292,119	19,881	991,325
UTILITY REPAIR & MAINTENANCE FUND	3,258,285	756,000	-	756,000	-	-	-	756,000	4,014,285
COURT SECURITY FUND	9,251	42,000	-	42,000	40,000	-	40,000	2,000	11,251
COURT TECHNOLOGY FUND	117,011	60,000	-	60,000	39,180	-	39,180	20,820	137,831
PARK DONATIONS FUND	18,689	13,000	-	13,000	10,000	-	10,000	3,000	21,689
BEAUTIFICATION COMMISSION FUND	43,946	10,000	-	10,000	10,000	-	10,000	-	43,946
PUBLIC SAFETY TRAINING FUND	24,460	5,900	-	5,900	5,650	-	5,650	250	24,710
ECONOMIC DEVELOPMENT FUND	334,600	100,000	-	100,000	-	-	-	100,000	434,600
STREET IMPROVEMENT ECONOMIC DEVELOPMENT CORP.	2,919,080	3,378,000	-	3,378,000	4,373,750	50,600	4,424,350	(1,046,350)	1,872,730
DEBT SERVICE FUND	516,609	6,738,488	-	6,738,488	6,728,638	-	6,728,638	9,850	526,459
PEG FUND	451,080	150,000	-	150,000	18,400	-	18,400	131,600	582,680
TRAFFIC SAFETY FUND	2,149	100,000	-	100,000	92,429	-	92,429	7,571	9,720
COMPUTER REPLACEMENT FUND	57,026	75,000	-	75,000	-	61,638	61,638	13,362	70,388
AQUATICS MAINTENANCE FUND	176,758	25,000	-	25,000	-	37,000	37,000	(12,000)	164,758
LIBRARY MAINTENANCE FUND	75,031	25,000	-	25,000	-	37,600	37,600	(12,600)	62,431
FACILITY MAINTENANCE FUND	299,802	50,000	-	50,000	-	25,820	25,820	24,180	323,982
EQUIPMENT REPLACEMENT FUND	45,127	50,000	-	50,000	24,000	-	24,000	26,000	71,127
WATER/SEWER VEHICLE REPLACEMENT FUND	51,974	50,000	-	50,000	-	25,600	25,600	24,400	76,374
	\$ 18,582,967	\$ 66,396,209	\$ 577,682	\$ 66,973,891	\$ 64,563,794	\$ 1,215,157	\$ 65,778,951	\$ 1,194,940	\$ 19,777,907

* The beginning balance for the Water & Sewer Fund and Stormwater Utility Fund are based on Working Capital. Calculations are based on the information located in the CAFR - City Annual Financial Report.



Council Agenda Background

<u>PRESENTER:</u> Meg Jakubik, C.G.F.O., Strategic Services Manager		<u>DATE:</u> 08/25/15
Council Mission Area: Encourage citizen involvement.		
<u>ITEM:</u> Public hearing to consider the proposed 2015 tax rate. City Attorney Review: N/A City Manager Review: _____		
<u>DISCUSSION:</u> <p>Per Section 26.05 (d) of the Tax Code, “the governing body of a taxing unit ... may not adopt a tax rate that exceeds the lower of the rollback tax rate [\$0.508643] or the effective tax rate [\$0.483674] calculated as provided by this chapter until the governing body has held two public hearings on the proposed tax rate.” Both hearings must be publicized in the local newspaper, published on the City’s website, and advertised on the City’s television channel in accordance with Local Government Code Section 140.010.</p> <p>The budget for the City of Bedford, as compiled by the City Manager, has been submitted to the City Council, and the tax rate information has been published as required by the Local Government Code. On August 11, 2015, the City Council voted on the maximum tax rate that could be considered to fund the recommended program of services for the fiscal year ending September 30, 2016. That maximum rate was established at \$0.494830 per \$100 assessed valuation. This is the current tax rate.</p> <p>An ad valorem tax of \$0.494830 per \$100 valuation is recommended to fund the budget as presented to the City Council. This tax rate will increase taxes for maintenance and operations on a home valued at \$100,000 by approximately \$9.42 per year and decrease taxes for interest and sinking (debt) by the same amount.</p>		
<u>RECOMMENDATION:</u> Hold a public hearing to receive citizen comments on the proposed 2015 tax rate.		
<u>FISCAL IMPACT:</u> N/A	<u>ATTACHMENTS:</u> Tax Rate Slide	

Effective Tax Rate Calculations

FY 2014-2015 Tax Rate	\$0.494830
FY 2015-2016 Effective Tax Rate	\$0.483674
FY 2015-2016 Rollback Rate	\$0.508643

Tax Rate used in Revenue Calculation:
\$0.494830



Council Agenda Background

PRESENTER: Meg Jakubik, C.G.F.O., Strategic Services Manager

DATE: 08/25/15

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

ITEM:

Consider a resolution authorizing the City Manager to amend an interlocal agreement with the City of Fort Worth for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2015 to September 30, 2016.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Since May 1998, the City of Bedford has participated with the City of Fort Worth and Tarrant County in an interlocal agreement for the collection and disposal of household hazardous waste. The City of Fort Worth Environmental Management Department informed us that for the upcoming fiscal year the price would continue to be \$47.00 per voucher. This voucher cost has remained the same for the past seven years.

In order to simplify the process to approve the annual agreement, Fort Worth is proposing a second extension of the 2014 Agreement for an additional year through September 30, 2016. The 2014 Agreement was for one year and provides for the option to extend up to three additional periods of one year each.

The permanent collection facility is located at 6400 Bridge Street, Fort Worth, Texas 76112. To date, 310 vouchers have been used this year.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to amend an interlocal agreement with the City of Fort Worth for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2015 to September 30, 2016.

FISCAL IMPACT:

Stormwater Division: \$30,000

ATTACHMENTS:

Resolution
2016 Amendment
2014 Agreement & 2015 Amendment

RESOLUTION NO. 15 -

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND AN INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH FOR THE COLLECTION AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE FOR BEDFORD HOUSEHOLDS AT THE PERMANENT COLLECTION SITE FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2016.

WHEREAS, the City Council of Bedford, Texas wishes to provide a way for the citizens of Bedford to safely dispose of household hazardous waste; and,

WHEREAS, the City Council of Bedford, Texas wishes to continue the participation with the City of Fort Worth in the collection and disposal of household hazardous waste at the permanent collection site; and,

WHEREAS, the City of Fort Worth requires a resolution further describing the participation.

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, Texas participates in an interlocal agreement with the City of Fort Worth, Texas, relative to household hazardous waste collection. The fee of \$47.00 per household is the agreed upon price effective for the fiscal year starting October 1, 2015 until September 30, 2016. The interlocal agreement amendment will allow Bedford residents the ability to use the City of Fort Worth's permanent collection facility at 6400 Bridge Street, Fort Worth, Texas 76112, on a voucher authorization system.

SECTION 3. That the City Manager is authorized to execute all documents with the City of Fort Worth relating to this Household Hazardous Waste Program, a copy of the amendment being attached.

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

PRESENTED AND PASSED this 25th 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

STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

KNOWN ALL BY THESE PRESENTS:

SECOND AMENDMENT TO
CITY SECRETARY CONTRACT NO. 45142

THIS SECOND AMENDMENT to City Secretary Contract No. 45142 is entered into by and between the City of Fort Worth, a home-rule municipal corporation situated in Tarrant County, Texas ("Fort Worth"), acting through Fernando Costa, its duly authorized Assistant City Manager, and The City of Bedford, located in Tarrant County, Texas ("Participant"), acting through Beverly Griffith, its duly authorized City Manager.

WHEREAS, Fort Worth and the Participant have entered into that certain agreement identified as City Secretary Contract No. 45142 (also the "Agreement") for fiscal year 2014 (October 1, 2013 through September 30, 2014) whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program as authorized by Mayor and Council Communication C-26421; and

WHEREAS, that Agreement was for an initial term of one year and that Agreement provides for the extension of the term for up to three additional periods of one year each; and

WHEREAS, City Secretary Contract No. 45142 A-1 extended the contract term from October 1, 2014 through September 30, 2015; and

WHEREAS, the parties wish to extend the term of the initial Agreement for an additional year commencing on October 1, 2015 through September 30, 2016; and

WHEREAS, the parties agree that all other conditions, terms, and pricing shall remain the same as stated in City Secretary Contract No. 45142;

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

1. Extended term of agreement:

City Secretary Contract number 45142 is extended to include the term beginning on October 1, 2015 and ending on September 30, 2016.

2. Anticipated Holiday Closures:

During the extended term of the agreement, the Environmental Collection Center (ECC) will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

Thanksgiving holiday, Thursday and Friday, November 26-27, 2015

Christmas holiday, Friday, December 25, 2015

New Year's Day holiday, Friday, January 1, 2016

3. Miscellaneous:

All definitions, terms, conditions, and prices, as well as the rights and obligations of the parties as set forth in City Secretary Contract number 45142 shall remain unchanged except as expressly set forth herein.

IN WITNESS THEREOF, the parties have executed this contract in triplicate in Fort Worth, Texas, on the dates written below.

CITY OF FORT WORTH

THE CITY OF BEDFORD

BY: _____

Fernando Costa
Assistant City Manager

Date: _____

BY: _____

Roger Gibson
City Manager

APPROVED AS TO FORM
AND LEGALITY:

WITNESS:

Arthur N. Bashor
Assistant City Attorney

ATTEST:

Mary J. Kayser
City Secretary

CITY SECRETARY
CONTRACT NO. 45142

 ORIGINAL

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER

HOUSEHOLD HAZARDOUS WASTE PROGRAM

FY2014

Bedford

RECEIVED NOV 21 2013

RECEIVED NOV 20 2013

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM

THIS AGREEMENT is entered into by and between the City of Fort Worth, Texas, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, hereinafter called "Fort Worth," acting by and through Fernando Costa, its duly authorized Assistant City Manager and the City of Bedford, hereinafter referred to as "Participating City" and located in Tarrant County, Texas acting herein by and through Beverly Griffith its duly authorized City Manager.

(Name) (Title)

DELIVERY OF NOTICES

Any notices required to be given under this Agreement shall be delivered as follows:

If to Fort Worth:

Michael A. Gange, Assistant Director
TPW – Environmental Management Division
City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

If to Participating City:

Beverly Griffith, City Manager

City of Bedford

2000 Forest Ridge Drive

Bedford, Texas 76021

OPERATIONAL CONTACTS

Participating City's Operational Contact Persons:

Designated person is: Don Henderson telephone number: 817-952-2308
Mobile phone number (24-hour) where he or she can be reached: 817-713-0582
Email Address: don.henderson@bedfordtx.gov

Alternate person is Mirenda Walden telephone number: 817-952-2107
Mobile phone number (24-hour) where he or she can be reached: 817-706-6883
Email Address: mirenda.walden@bedfordtx.gov

VOUCHER UTILIZATION

The Participating City:

DOES wish to use a voucher system for its residents visiting the ECC or a mobile event.

DOES NOT wish to use a voucher system for its residents visiting the ECC or a mobile event.

If a voucher system will be used only residents with an official voucher provided by Participating City will be allowed to drop wastes off at the ECC or at mobile events in Participating City. A copy of the official voucher must be attached to this agreement.

INVOICE DELIVERY

Invoices to Participating City shall be delivered to:

Don Henderson

Name

Department of Community Serices

Department (if applicable)

2000 Forest Ridge Drive

Street Address or PO Box

Bedford, Texas 76021

City, State, ZIP

don.henderson@bedfordtx.gov

email address for billing questions and correspondence

Participating City shall notify Fort Worth in writing if the above contact information changes during the term of this Agreement.

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WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among local governments; and

WHEREAS, Texas Government Code, §791.011 provides that a local government may contract with another local government to perform governmental functions and services, and §791.003(3)(H) defines waste disposal as a governmental function and service; and

WHEREAS, Texas Government Code, §791.025 provides that a local government may agree with another local government to purchase services; and

WHEREAS, Fort Worth and Participating City desire to enter into an interlocal agreement whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program; and

WHEREAS, Fort Worth and Participating City mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act.

NOW THEREFORE, it is agreed as follows:

1.
DEFINITIONS

- A. Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases, as used in this Agreement, shall have the meanings hereinafter designated.

Act of God means an act occasioned by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of humans and without human intervention.

Bill of Lading lists the contents of the mobile collection unit.

Environmental Collection Center (ECC) means the City of Fort Worth TPW-Environmental Management Division facility located at 6400 Bridge Street, Fort Worth, Texas, which is to be used by Fort Worth for the aggregation of household hazardous wastes that have been brought to the facility by participating cities' households for subsequent recycling, disposal, and/or reuse.

Environmental damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or un-matured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred subsequent to the execution of this Agreement as a result of the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of waste pursuant to this Agreement, or the existence of a violation of environmental requirements pertaining to same, and including without limitation:

- (a) Damages for personal injury and death, or injury to property or natural resources;
- (b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and
- (c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

Environmental requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- (a) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous materials, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
- (b) All requirements pertaining to the protection of the health and safety of employees or the public.

Force majeure means decrees of or restraints by a governmental instrumentality other than the Parties, acts of God, work stoppages due to labor disputes or strikes, failure of Fort Worth's contractor(s) to perform pursuant to their agreements with Fort Worth for the conduct of the collection of household hazardous waste, fires, explosions, epidemics, floods, extreme weather, riots, war, rebellion, and sabotage.

Household hazardous waste (HHW) means any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR § 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

Manifest means the uniform hazardous waste manifest form(s) that must accompany shipments of municipal hazardous waste or Class 1 industrial solid waste.

Mobile collection event means a household hazardous waste collection event by Participating City utilizing a mobile collection unit.

Mobile Collection Unit (MCU) means a non-self-propelled vehicle used for the periodic collection of household hazardous waste by Participating City, off-site of the ECC, which is transported to the ECC to dispose of the household hazardous waste collected at the mobile collection event. Mobile Collection Units owned by Fort Worth are designed to hold the hazardous waste of approximately 50 to 75 households.

Participating City means the municipality which has entered into this agreement with the City of Fort Worth.

Participating Entities, when used in the plural, means Fort Worth, Participating City, and all other entities which have entered into interlocal agreements with Fort Worth for the ECC household hazardous waste collection program.

Person means an individual, corporation, organization, government, or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Waste has the same meaning as "solid waste" as that term is defined in Texas Health and Safety Code §361.003, and including hazardous substances.

- B. Unless a provision in this Agreement explicitly states otherwise, the following abbreviations, as used in this Agreement, shall have the meanings hereinafter designated.

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act, its amendments, associated case law, and state counterparts.

CPR - cardiopulmonary resuscitation.

DOT - United States Department of Transportation.

ECC - Fort Worth Environmental Collection Center.

EPA - United States Environmental Protection Agency.

HAZCAT - hazardous categorization.

HAZWOPER - hazardous waste operations and emergency response and the training, certification, and legal requirements associated therewith.

HM - hazardous materials.

HHW - household hazardous waste.

MCU - Mobile Collection Unit.

TCEQ - Texas Commission on Environmental Quality.

**2.
PURPOSE**

The purpose of this interlocal agreement (hereafter "Agreement") is the provision of services by Fort Worth to Participating City whereby, subject to the terms and conditions specified below, Fort Worth will administer and supervise a regional household hazardous waste collection program, which will be available to households within Participating City as described herein.

**3.
TERM**

This Agreement shall be effective from October 1, 2013 or the date the last party has signed this Agreement, whichever is later, through September 30, 2014; however, the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive. If Participating City has mobile collection events scheduled during the months of October through December 2014 and this Agreement has not been renewed by the end of the regular term, this agreement shall be extended on a month to month basis until the mobile collection events have been completed or cancelled by Participating City.

In addition, this agreement may be extended by the duly authorized, mutual, and written agreement of the parties for up to three (3) additional one-year terms..

**4.
SERVICES OF FORT WORTH**

Fort Worth agrees to perform the following services for Participating City in connection with the ECC household hazardous waste collection program:

- A. Fort Worth will administer a regional household hazardous waste collection program. This program will include the operation of the Environmental Collection Center, which will accept for disposal and/or recycling household hazardous waste from households located within Participating City. Fort Worth shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; wastes from businesses; or any other wastes that Fort Worth has determined are unacceptable.
- B. Fort Worth will employ or retain personnel to provide the services necessary to perform Fort Worth's obligations in this Agreement.
- C. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste that is collected at the ECC or during mobile collection events.
- D. Fort Worth will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.
- E. Fort Worth will, if requested in writing by Participating City, provide Participating City a monthly report of the Participating City's households who disposed of household hazardous waste at the Environmental Collection Center or a mobile collection event.

- F. Fort Worth will issue a report and an invoice at the end of each quarter detailing the number of Participating City's households that disposed of household hazardous waste at the Environmental Collection Center or at mobile collection events.
- G. Fort Worth will act under this Agreement in accordance with all applicable state and federal laws.
- H. Mobile Collection Events

Participating City may schedule a mobile collection event to be operated by Fort Worth personnel using one of Fort Worth's MCUs or conduct their own mobile collection events using either Participating City's MCU or Fort Worth's Reserve MCU (as available). State regulations require notification to the Texas Commission on Environmental Quality (TCEQ) at least 45 days prior to conducting the event.

1. Fort Worth Operated Events:

If Participating City would like to schedule a mobile collection event with the Fort Worth Mobile Collection Unit, Participating City shall contact the ECC as soon as possible for a list of available dates. The time and location shall be agreeable to both parties. Participating City may schedule one mobile collection event each contract year. Fort Worth will file notification of the event with TCEQ as required by 30 TAC §335.403.

(a) Scheduling Events

Fort Worth will begin scheduling mobile collection events for the 2014 calendar year on January 2, 2014. To ensure proper notification to TCEQ, events must be scheduled at least sixty (60) days ahead of the proposed date. Participating City acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each Participating City's request on a first come first served basis. Therefore, Participating City acknowledges that its chosen date to schedule a mobile collection event may be reserved by another city and Participating City will have to then choose another date. Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein.

(b) Location

If Participating City chooses to hold the Mobile Collection Event on private property, Participating City shall obtain a signed waiver from the owner of the property sixty (60) days prior to the event. The waiver shall be in the form of Exhibit B or similar form approved by Fort Worth. The signed waiver must be sent to Fort Worth sixty (60) days before the Mobile Collection Event. If the signed waiver is not sent to Fort Worth sixty (60) days before the Mobile Collection Event, Fort Worth will not send the Fort Worth Mobile Collection Unit to the event and Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. All events must be held on an impervious surface.

(c) At the Mobile Collection Event, Participating City acknowledges and agrees that Fort Worth shall accept household hazardous waste from the first 50 households that show proof of residency at the Mobile Collection Event. After the first 50 households, Fort Worth will determine in its sole discretion how much more waste it can accept for proper transport back

to the ECC. If more households arrive at the event than Fort Worth can accept, Participating City will in no event be entitled to any damages or recovery of any costs, except as provided herein.

- (d) Due to the lack of storage space at the ECC, Participating City acknowledges and agrees that if it requests the Fort Worth Mobile Collection Unit at a mobile collection event, a Participating City's MCU shall not also be at the event.
- (e) Fort Worth, in its sole discretion, will determine whether to send the Fort Worth Mobile Collection Unit to Participating City's Collection Event during adverse weather, the threat of adverse weather, or other hazardous conditions including but not limited to sleet, snow, rain, mist or hail. In the event Fort Worth determines not to send the Fort Worth Mobile Collection Unit, Fort Worth shall attempt to notify persons listed herein as an "Operational Contact" by the Participating City and shall attempt to send a Fort Worth employee to the Participating City's event to tell any residents that come to dispose of household hazardous waste that the Fort Worth Mobile Collection Unit will not be coming to the event, but the resident can go to the ECC to dispose of the waste. A map with directions to the ECC also will be provided.

2. Participating City Mobile Collection Unit:

- (a) Fort Worth agrees to accept household hazardous waste from mobile collection events conducted by Participating City using Participating City's MCU in accordance with the terms of this Agreement.
- (b) Fort Worth agrees to restock the items it removes from Participating City's MCU, however, Fort Worth shall only restock items listed in Exhibit "A", attached and incorporated herein as if set forth.

3. Loan of the Reserve Mobile Collection Unit

The reserve MCU is a specially designed and equipped thirty-six (36) foot gooseneck box-trailer and one (1) ton pickup owned by Fort Worth. Participating City may request the loan of Fort Worth's Reserve MCU free of charge for use in a Household Hazardous Waste collection event when available. Participating City may use the Reserve MCU to transport HHW to Fort Worth's ECC or another collection center that may lawfully receive HHW. Participating City shall provide Fort Worth with a written request, facsimile or e-mail at least sixty (60) days prior to the event date for which the request is made. Fort Worth shall have sole determination whether the Reserve MCU is available for use by Participating City and shall notify Participating City as soon as is reasonably practicable of such decision. Fort Worth shall not participate in nor be responsible for any part of the Participating City's HHW Collection Event unless and except by written mutual agreement.

- (a) Fort Worth shall disclose any known problems the Reserve MCU may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Reserve MCU, a pre-trip inspection for potential maintenance problems will be performed by Fort Worth. Also, both parties

- E. Participating City may submit a written request for a monthly report listing the number of its city's households that have disposed of household hazardous waste at the ECC or a mobile collection event.
- F. Participating City shall provide traffic control and signage for the mobile collection event, and shall provide personnel to assist Fort Worth with the offloading of material, surveys, and screening of persons dropping off household hazardous waste. Prior to the event, the parties shall agree upon the details of the traffic control, signage, and personnel assistance.
- G. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated even if the resident has only one voucher.
- H. Participating City shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.
- I. Mobile Collection Events using Participating City's MCU or Reserve MCU
 - 1. Participating City is responsible for proper notification to TCEQ as required by 30 TAC §335.403.
 - 2. Participating City shall advise the ECC at least 72 hours in advance of its mobile collection events. Participating City shall collect only HHW during a mobile collection event. Wastes from commercial, agricultural, and industrial sources shall not be accepted. Participating City shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; or any other wastes that Fort Worth has determined are unacceptable.
 - 3. In accordance with the latest DOT requirements, Participating City's MCU operators will properly categorize, package, mark, label, and load into the MCU, all wastes received at the mobile collection event. Recyclable products (used oil, used oil filters, latex paint, recyclable anti-freeze, lead-acid batteries, and fluorescent lights) will be segregated into containers for recyclables.
 - 4. After accepting wastes, Participating City's MCU operators shall thoroughly check each container for proper labeling and identification. If a container is properly identified, the material will be segregated according to hazard class and prepared for packaging. If a container does not have adequate labeling to permit identification, the MCU operators shall then attempt to identify the material from its physical characteristics using HAZCAT analysis and from information provided by the household presenting the waste.
 - 5. The Participating City's MCU operators shall package all hazardous materials in accordance with United States Department of Transportation (DOT) requirements, United States Environmental Protection Agency (EPA) requirements, and all other applicable federal and state requirements. After all the wastes have been properly identified and segregated, the MCU operators will reexamine the wastes for compatibility, list them on the container content sheets,

and pack them into drums. Oil-based paints and latex paints shall be bulked separately in 55-gallon drums, or if the paint is left in its container, the paint can be packed in a lined cubic yard box, and packed and labeled according to federal and state regulations. Participating City shall not transport waste that is not HHW to the ECC. Participating City agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.

6. Prior to transporting the HHW from the collection event site, Participating City's MCU operators shall complete a Bill of Lading, and shall keep the Bill of Lading in the cab of the truck hauling the MCU during transportation of the HHW to the ECC. Participating City shall require that a minimum of one copy of the latest North American Emergency Response Guidebook be kept within the cab of the truck.
7. During transportation, Participating City's MCU operators shall placard the MCU for transportation of hazardous waste in accordance with federal and state law.
8. Upon the return of the MCU to the ECC, Participating City's MCU operators shall follow the instructions of Fort Worth regarding the placement of the MCU for unloading. Fort Worth shall take possession of the MCU from Participating City after the MCU has been properly parked for unloading in accordance with Fort Worth's instructions and all required documents have been delivered to the ECC manager or his designee at the ECC. Fort Worth shall, within a reasonable amount of time, unload the HHW from the Participating City's MCU and store the unit at the ECC. After being contacted, Participating City shall pickup their unit within 10 days.
9. If Fort Worth, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth as set forth herein.
10. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs as set forth herein.

6.

USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

- A. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, from the ECC.
- B. Such firm(s) shall be required pursuant to the contract(s) to assume generator status for the waste collected, (excluding used oil, lead-acid batteries and antifreeze) to choose a disposal site for the waste subject to Fort Worth's approval, and to indemnify Fort Worth and participating cities against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said

environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.

- C. **THE PARTIES RECOGNIZE THAT ALTHOUGH THE FIRM (S) WILL BE REQUIRED TO ASSUME GENERATOR STATUS, THIS ASSUMPTION WILL NOT RELIEVE PARTICIPATING CITY OF LIABILITY FOR THE WASTE UNDER FEDERAL LAW AND STATE LAW.** Fort Worth will arrange for recycling vendors for used oil, batteries, antifreeze, and other materials, as it deems appropriate.

7.

REUSE OF COLLECTED MATERIALS

- A. From time-to-time Fort Worth will make available to residents and businesses of Fort Worth, as well as, Participating City and residents and businesses of Participating City for their use, collected household hazardous waste materials that are suitable for reuse, such as paint, fertilizer, motor oil, and antifreeze. Fort Worth shall not charge for any materials that are picked up for reuse.
- B. Some materials made available for reuse may have been consolidated and filtered by Fort Worth prior to being made available. Used antifreeze will have been consolidated in a barrel, filtered, and pH balanced, and new antifreeze may have been added to the barrel.
- C. In regards to materials accepted by Participating City, its employees, residents, or any other person **FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES THAT:**
1. the container contents are what the label indicates;
 2. the container contents are those originally placed into the container by the manufacturer;
 3. the product is of the quality intended for its use;
 4. the contents of the container have been stored properly;
 5. the instructions on the container label for use, storage, and first aid are current or correct;
 6. the container is in unimpaired condition;
 7. the product is still approved for use (i.e., it has not been banned or recalled); and
 8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED. PARTICIPATING CITY SHALL NOTIFY RECIPIENTS OF THESE TERMS AND CONDITIONS.

D. Participating City shall contact the ECC manager to arrange a pickup time to obtain materials. Participating City agrees that it shall not return to Fort Worth, directly or indirectly, any materials it obtains from Fort Worth under this paragraph.

E. **INDEMNIFICATION REGARDING REUSED OR RECYCLED MATERIALS.**

1. **IN REGARDS TO REUSED OR RECYCLED MATERIALS ACCEPTED BY PARTICIPATING CITY, PARTICIPATING CITY DOES HEREBY WAIVE ALL CLAIMS, INCLUDING PRODUCTS LIABILITY CLAIMS, AND RELEASES, AND HOLDS HARMLESS THE CITY OF FORT WORTH, AND ALL OF ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO PERSONS, LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR LOSS OF USE OF ANY PROPERTY , OCCASIONED BY THE TRANSPORTATION, STORAGE, HANDLING, USE, AND DISPOSAL BY PARTICIPATING CITY OF ANY MATERIALS ACCEPTED BY PARTICIPATING CITY UNDER THIS AGREEMENT FROM FORT WORTH.**

2. **IF THE PARTICIPATING CITY DOES NOT AGREE TO THE INDEMNIFICATION AND WAIVER IN PARAGRAPH E ABOVE, THEN THE PARTICIPATING CITY SHALL NOT ACCEPT, NOR ALLOW ANY OTHER PERSON TO ACCEPT ANY OF THE REUSED OR RECYCLED MATERIALS AND SHALL NOT BE REQUIRED TO AGREE TO THE WAIVER IN PARAGRAPH E. Initial here to reject term 7.E.1. and accept alternate term 7.E.2. _____.**

F. **In regards to materials accepted by residents or businesses of Participating Cities, FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES THAT:**

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;
3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;
7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED.

- G. Participating City shall attempt to inform its residents and businesses that if they go to the Environmental Collection Center to pick up household hazardous waste for reuse, a release of liability must be signed to accept the household hazardous waste for reuse.

8.
RIGHT TO REFUSE WASTE

Participating City agrees that Fort Worth shall have the right to refuse to accept waste at the ECC from Participating City or Participating City's resident, if in the reasonable judgment of Fort Worth:

- A. The waste is not household hazardous waste;
- B. The waste fails to meet other established criteria established by this Agreement, or that have been established by Fort Worth subsequent to the execution of the Agreement;
- C. The individual does not have sufficient identification to establish that he/she is in fact a resident of Participating City;
- D. Participating City has implemented a voucher system for its residents to dispose of waste, and the individual does not have a valid voucher; or
- E. The waste or the individual presents a hazard to the ECC or to persons or property at the ECC.

9.
ENVIRONMENTAL COLLECTION CENTER HOURS AND DAYS
OF OPERATION

- A. Hours of Operation

During the term of the Agreement, the ECC's hours of operation are as follows:
Thursday and Friday 11:00 a.m. -- 7:00 p.m.
Saturday 9:00 a.m. -- 3:00 p.m.

- B. Days the Environmental Collection Center will be closed

During the term of the agreement, the ECC will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

Thanksgiving Holiday, Thursday and Friday, November 28-29, 2013
Independence Day, Friday, July 4, 2014

In addition to the above closures Fort Worth employees will not be available to conduct mobile collection events on May 24, 2014 and August 30, 2014 although the ECC will remain open on those days. The ECC may close due to furlough days or other causes, and the City of Fort Worth does not represent to Participating City that the ECC will be open on any particular days. If additional closures due to any cause are necessary Fort Worth will notify Participating City prior to the closure unless due to an unforeseeable event.

C. **Notifying Residents**

Participating City agrees to notify its residents of the ECC's hours of operation and dates it will be closed. Participating City also may advertise the 24-hour Environmental Collection Center telephone number: (817) 871-5257.

10.
COMPENSATION

As fair compensation for the services provided by Fort Worth pursuant to this Agreement:

- A. Participating City agrees to pay Fort Worth the sum of **\$47.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated.
- B. If Fort Worth determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth for its staff time at \$20.00 an hour and the cost of supplies.
- C. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs for City staff time (\$60.00 per hour) plus the cost of supplies and the actual costs for the spill response and remediation incurred by the City of Fort Worth for third party contractors and responding governmental agencies.
- D. The amount due to Fort Worth for services provided under this Section, Paragraphs A, B, and C, shall be billed to Participating City quarterly. Participating City shall pay Fort Worth within 30 days of receiving a bill from Fort Worth. If Fort Worth does not receive payment within 30 days, Fort Worth shall inform Participating City in writing that it will not accept any household hazardous waste from Participating City's residents and that Fort Worth will not participate in a mobile collection event or provide a mobile collection unit until paid.
- E. At the end of the term of this Agreement, Fort Worth shall provide a final accounting to Participating City, which will include the total number of Participating City's households which participated in the program, repackaging fees, if any, and the total cost of spill response charged to Participating City, if any.
- F. Pursuant to the requirements of Government Code §791.011 (a)(3), the amount due to Fort Worth under Subparagraph D. above shall be paid from revenues currently available to Participating City in the present fiscal year.

11.
**ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND PROMOTIONAL MATERIALS
LICENSE AGREEMENT**

Fort Worth is the owner of "Captain Crud" and the Cruddies ("Bloomer," "Otto," "Pestie," "Scrub," and "Van Goo") and the recycling buddies ("Scrappy," "Juggles," and "Cana Nana") "Conquer Your Crud," and "Crud Cruiser", and therefore all ownership rights belong

to Fort Worth. Fort Worth has registered these marks as service marks with the Secretary of State.

- A. Fort Worth hereby grants to Participating City a non-transferable, non-exclusive license to use all the artwork and promotional materials that may be provided by Fort Worth to be used solely in the conduct of the business of Participating City's disposal and recycling of household hazardous waste programs. If Participating City wishes to use to Licensed Art and/or Promotional Materials in other limited situations, Participating City must first obtain express written consent from Fort Worth.
- B. Fort Worth may provide licensed Artwork and Promotional Materials to Participating City pursuant to the terms of this Agreement. Participating City acknowledges that by virtue of this License, Participating City acquires only the right to use the original and permitted duplicate copies of the Licensed Artwork and Promotional Materials and does not acquire any rights of ownership in the Licensed Artwork and Promotional Materials, which rights shall remain exclusively with Fort Worth. If Participating City wants to modify or change the artwork and/or promotional materials in any manner, Participating City hereby agrees to contact Fort Worth in writing to obtain written consent before modifying or changing any artwork and/or promotional materials.
- C. If Participating City desires an actor to portray "Captain Crud" for an event, Participating City shall use actors approved by Fort Worth to portray "Captain Crud" since "Captain Crud" is owned by Fort Worth. Participating City shall be solely responsible for compensating actor for the services provided to Participating City. Participating City will contact Fort Worth as soon as possible with the date and time of the event agreeable to both parties to obtain approval for the chosen actor and to request and pickup the "Captain Crud" costume for its events. Fort Worth will provide the "Captain Crud" costume. However, Participating City agrees to be liable to Fort Worth for any damage to the costume or if Participating City fails to return the entire costume to Fort Worth or if the costume is not returned in the same condition as received.

12. IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, none of the Participating Cities waives, nor shall be hereby deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and that the services described in this Agreement are a governmental function.

13. FORCE MAJEURE

A delay or failure of Fort Worth to perform services pursuant to this Agreement shall be excused to the extent that the delay or failure to perform resulted from a force majeure event, and the delay or failure was beyond the control of Fort Worth and not due to its fault or negligence. Participating City shall not have, and hereby waives, any claim whatever for any damages resulting from delays or failure to perform caused by a force majeure event.

**14.
TERMINATION**

The parties shall each have the right to terminate the Agreement for any reason, with or without cause, upon thirty (30) days written notice to the other party. Upon termination, the parties shall be released from all contractual obligations to the other party excluding "USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE" "REUSE OF COLLECTED MATERIALS" and "ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND "PROMOTIONAL MATERIALS LICENSE AGREEMENT" and any terms and conditions arising from events occurring during the term of the contract .

**15.
ENTIRETY**

This Agreement contains all commitments and Agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein, except that this Agreement can be amended or modified by the parties if such amendment or modification is in writing and signed by Participating City and Fort Worth.

**16.
SEVERABILITY**

In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**17.
VENUE**

Should any action, real or asserted, at law or in equity, arise out of the terms and conditions of this Agreement, venue for said action shall be in Tarrant County, Texas.

**18.
AUTHORITY**

This Agreement is made for Fort Worth and Participating City as an Interlocal Agreement, pursuant to Texas Government Code, Chapter 791.

**19.
AUTHORIZATION**

The undersigned officers and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

SIGNATURE PAGE
INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER, HOUSEHOLD HAZARDOUS WASTE PROGRAM

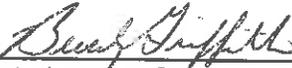
CITY OF FORT WORTH

CITY OF Bedford

By:

By:

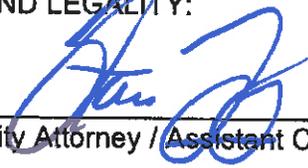

Fernando Costa
Assistant City Manager
Date: 11/20/13

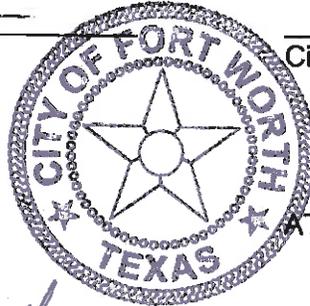

Printed name: Beverly Griffith
Title: City Manager
Date: 11-6-13

APPROVED AS TO FORM
AND LEGALITY:

APPROVED AS TO FORM
AND LEGALITY:

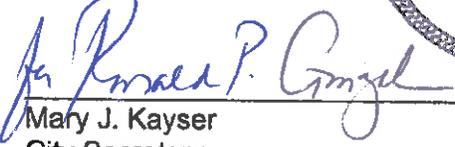

Arthur N. Bashor
Assistant City Attorney


City Attorney / Assistant City Attorney



ATTEST:

ATTEST:


Mary J. Kayser
City Secretary


City Secretary

C-26421
Contract Authorization
Date: 9/10/13

Exhibit "B"

WAIVER AND RELEASE OF LIABILITY FOR COLLECTION OF HOUSEHOLD
HAZARDOUS WASTE

I being the owner of property located at _____
have been asked by the City of Bedford _____ to allow a mobile collection
event on my property to collect household hazardous waste on the _____, 20____.
I hereby give my permission to the City of Bedford _____ and the City of Fort
Worth, to hold a household hazardous waste collection event on my property in which the City
of Bedford _____ has asked the City of Fort Worth to send its mobile
collection unit to collect the household hazardous waste that is brought to the event.

Therefore, I hereby RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY the City of
Fort Worth or its officers, agents, and employees and the City of Bedford _____
and its officers, agents, and/or employees for any and all claims, demands, liability, causes of
action, actions or suits of any character that I may have against the City of Fort Worth or its
officers, agents, and/or employees and the City of Bedford _____ or its officers,
agents, and/or employees for any property loss or damage, for any and all personal injury
including death or any other damage of any kind or character which may arises or that arises
from allowing the City of Bedford _____ to hold a household hazardous waste
collection event, in which the City of Fort Worth sends its mobile collection unit on my property.

I have read this Waiver and Release and fully understand its terms and conditions. I have not
been influenced in any extent whatsoever by any representation or statements not contained in
this Agreement.

Signature

Date

Witness

Date

Exhibit "A"

RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT

Material	Amount Restocked	Special Needs	Remarks
55 gallon open top drums (open top for loose packs)	Amount taken off the trailer		
55 gallon drums (closed top) (oil, antifreeze, bulk flammable materials and one extra)	Amount taken off the trailer		
Fiber drums (55 or 30 gallon) Aerosols, acids, bases and oxidizers)	Amount taken off the trailer		
Gaylord box liners (plastic)	Amount taken off the trailer		
55 gallon drum liners	Amount taken off the trailer		
5 gallon buckets (filters/haz chemicals)	Amount taken off the trailer		
Survey Forms	Amount taken off the trailer		
Labels/drum placard	Amount taken off the trailer		
Gaylord boxes	Amount taken off the trailer		
Absorbent pads	Amount taken off the trailer		
Vermiculite	Amount taken off the trailer		
Oil dry	Amount taken off the trailer		
Promotional Materials & Brochures	Amount needed		

STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

KNOWN ALL BY THESE PRESENTS:

FIRST AMENDMENT TO
CITY SECRETARY CONTRACT NO. 45142

THIS FIRST AMENDMENT to City Secretary Contract No. 45142 is entered into by and between the City of Fort Worth, a home-rule municipal corporation situated in Tarrant County, Texas ("Fort Worth"), acting through Fernando Costa, its duly authorized Assistant City Manager, and The City of Bedford, located in Tarrant County, Texas ("Participant"), acting through Beverly Griffith, its duly authorized City Manager.

WHEREAS, Fort Worth and The City of the Participant have entered into that certain agreement identified as City Secretary Contract No. 45142 (also the "Agreement") for fiscal year 2014 (October 1, 2013 through September 30, 2014) whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program as authorized by Mayor and Council Communication C-26421; and

WHEREAS, that Agreement was for an initial term of one year and that Agreement provides for the extension of the term for up to three additional periods of one year each; and

WHEREAS, the parties wish to extend the term of the initial Agreement for an additional year commencing on October 1, 2014 through September 30, 2015; and

WHEREAS, the parties agree that all other conditions, terms, and pricing shall remain the same as stated in City Secretary Contract No. 45142;

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

1. Extended term of agreement:

City Secretary Contract number 45142 is extended to include the term beginning on October 1, 2014 and ending on September 30, 2015.

2. Anticipated Holiday Closures:

During the extended term of the agreement, the Environmental Collection Center (ECC) will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

Thanksgiving holiday, Thursday and Friday, November 27-28, 2014
Christmas holiday, Thursday, December 25, 2014
Independence Day holiday, Friday, July 3, 2015

3. Miscellaneous:

All definitions, terms, conditions, and prices, as well as the rights and obligations of the parties as set forth in City Secretary Contract number 45142 shall remain unchanged except as expressly set forth herein.

IN WITNESS THEREOF, the parties have executed this contract in triplicate in Fort Worth, Texas, on the dates written below.

CITY OF FORT WORTH

THE CITY OF BEDFORD

BY: _____
Fernando Costa
Assistant City Manager

BY: _____
Beverly Griffith
City Manager

Date: _____

APPROVED AS TO FORM
AND LEGALITY:

WITNESS:

Arthur N. Bashor
Assistant City Attorney

ATTEST:

Mary J. Kayser
City Secretary



Council Agenda Background

PRESENTER: Eric Valdez, Community Services Manager

DATE: 08/25/15

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a lease agreement with Planet Kidz, Inc. for the purpose of holding the Fun Time Live Program at the Boys Ranch Activity Center.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

This item is an annual renewal of an existing contract with Planet Kidz, Inc. to hold the Fun Time Live program at the Boys Ranch Activity Center. This program, for children in 1st through 6th grades, has been offered at the Boys Ranch for over 13 years. The average attendance is approximately 150 per Saturday night. Participants enjoy a variety of games, contests, dancing and concessions. This is a renewal of an ongoing contract with a term of 12 months. The Planet Kidz program schedule follows the HEB ISD school calendar and only meets when school is in session.

The agreement is for Planet Kidz, Inc. to pay a fee to the City in the amount of \$445 per Saturday. The agreement has worked extremely well over the years. Both staff and Planet Kidz, Inc. are pleased with the arrangement; therefore, there are no proposed changes to the previous existing agreement.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a lease agreement with Planet Kidz, Inc. for the purpose of holding the Fun Time Live Program at the Boys Ranch Activity Center.

FISCAL IMPACT:

\$6,775 General Fund Revenue

ATTACHMENTS:

Resolution Agreement

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH PLANET KIDZ, INC. FOR THE PURPOSE OF HOLDING THE FUN TIME LIVE PROGRAM AT THE BOYS RANCH ACTIVITY CENTER.

WHEREAS, the City Council of Bedford, Texas wishes to provide Planet Kidz, Inc. a meeting space to hold a Saturday night program for the youth of Bedford; and,

WHEREAS, the staff of the City of Bedford Boys Ranch Activity Center wishes to provide supervision of the lease agreement to Planet Kidz, Inc. for the purposes of holding the Fun Time Live Program.

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 lease agreement for a term of one year with Planet Kidz, Inc. for the purposes of holding the Fun Time Live Program for \$445 payable weekly each time that the Fun Time Live Program is held.

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

PRESENTED AND PASSED this 25th 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

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the 25th day of August, 2015, by and between the City of Bedford, Texas (herein called "Lessor"), and PLANET KIDZ, INC., whose principal mailing address is 330 Oaks Trail Suite 118 Garland, Texas 75043 Organization, (herein called "Lessee").

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

Boys Ranch Activity Center
2801 Forest Ridge Dr.
Bedford, TX 76021

The subject property is herein called the "Leased Premises" or the "Leased Property." The Leased Premises includes the exclusive use of the Boys Ranch Activity Center as further described below. Tenant shall use the Leased Premises for "Youth Activity Program." No other activities are allowed.

The following, hereto and incorporated herein by reference constitute the provisions of the Lease.

WITNESSETH:

WHEREAS, Lessor presently owns and maintains a facility located at **2801 Forest Ridge Dr.** in the City of **Bedford**, Texas, known as the Leased Premises, and

WHEREAS, Lessee wishes to utilize a portion of said Leased Premises for the purpose of operating therein during the term hereof a "Youth Activity Program", and

WHEREAS, the Parties wish hereby to set forth the terms and conditions upon which Lessee shall be permitted to utilize such facility for such purpose.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the mutual promises and covenants contained herein, and in order to obtain the mutual benefits provided hereunder, the Parties hereto agree as follows:

1. Grant. Lessor hereby grants Lessee permission to utilize the Leased Premises to conduct a Youth Activity Program in the manner and during the term hereafter specified.

2. Leased Premises. For purposes hereof, the Leased Premises shall include the **Gym, classroom A, B, & C along with the lobby** located at **2801 Forest Ridge Dr.** in the City of Bedford, Texas known as the **Boys Ranch Activity Center**.

3. Access to Leased Premises. Lessee shall have exclusive use of the Leased Premises each **Saturday** night during the term hereof, from the hours of 7:00 p.m. until 11:00 p.m., in order to conduct its activities hereunder. It is understood that Lessee operates following the HEB ISD school calendar. Lessee shall give Lessor 14 days notice if program is not going to occur on a given Saturday. Further, Lessee shall have non-exclusive access to the Leased Premises for one (1) hour preceding and one (1) hour following each such period for the limited purposes of setting up and

cleaning up the Leased Premises. Lessee shall have no right or access to the Leased Premises at any other time.

4. Temporary Suspension. The Parties agree that the Lessor shall have right from time to time to terminate this Lease or suspend Lessee's right hereunder to possession of the Leased Premises in the event such Premises become necessary, in sole opinion and discretion of the Lessor, for other Lessor activities or functions. In the event of such temporary suspension, the Lessor shall use reasonable efforts to reschedule Lessee's use of the Leased Premises at another available date. In no event, however, shall any such temporary suspension give rise to any claim against the Lessor by the Lessee, whether for lost profits, cost, overhead or otherwise.

5. Youth Activity Program. For purposes hereof, Youth Activity Programs shall mean organized, supervised youth activities including, but not limited, to the following:

(a) Game activities, such as volleyball, basketball, walleyball, dancing, ping pong, video games as permitted, relay games, etc.;

(b) Audio and video activities, including performances of persons to coordinate or direct the playing of records, compact discs, videos, laser discs, etc.;

(c) Concession activities, including the sale of soft drinks, sandwiches, chips, candy, pennants, tee-shirts, etc.; and

(d) Advertising and marketing promotions related to the Youth Activity Program.

6. Restrictions on Use. Lessee shall operate or utilize the Leased Premises for no purpose other than the Youth Activity Program defined herein, which shall be subject to the following restrictions:

(a) All participants in the Youth Activity Program shall be in grades 1-6. **Lessee shall provide age appropriate activities for all participants.**

(b) Lessee shall not allow more than maximum building capacity on contract premises at any time.

(c) Lessee shall make food and drink concessions available during the hours of operation. **Lessee shall provide all equipment and supplies needed for concession operations.** Prior to commencement thereof, **Lessee shall submit for approval by Lessor a schedule of proposed menu items.**

(d) Lessee shall provide adequate supervision at all times. All supervisors shall be at least eighteen (18) years of age and have passed a "Criminal History Check". Lessee shall staff supervisors at a ratio of not less than one (1) supervisor to every thirty (30) Youth Activity Program participants.

(e) Lessee shall provide adequate security at all times. Such security shall include, **at Lessee's expense** one (1) off-duty officer. Every effort will be made to secure a Bedford police officer. If a Bedford officer is not available Lessee must get prior approval to use security from another agency.

(f) Lessee shall conduct the activities provided for herein on each **Saturday** night during the term hereof, save for legal holidays, upon which Lessee shall not be required to conduct its activities.

(g) Lessee shall at all times conduct its activities provided for hereunder in a wholesome, diligent, and efficient manner.

(h) Preparation of the Leased Premises for Lessee's activities and clean-up of the Leased Premises following such activities shall be the sole responsibility of Lessee. **Lessee agrees that the Lessor will not provide storage for any equipment, supplies, concession products or any other items need by Lessee.** Lessee agrees that it will, following each use of the Leased premises, restore same to as good a condition as existed prior to such use by Lessee. **Lessee agrees to complete a facility walk through with BRAC staff prior to opening Fun Time Live program as well as after the Fun Time Live program prior to leaving the premises. Lessor will be responsible for any damages to property.**

(i) Lessee shall not cause or permit any illegal activity to be conducted upon the Leased Premises including smoking and no illegal weapons are allowed.

(j) Lessee shall be allowed to use and display its company logo banner each night of said event.

(k) Lessee shall make no changes or structural alterations to the Leased Premises without prior written consent of Lessor. Lessee shall be responsible for any damages to the Leased Premises resulting from use or occupancy thereof by Lessee, its agents, servants or invitees.

7. Term of Agreement. The term of this Agreement shall be from date August 25, 2015 until August 25, 2016. Lessee shall operate each **Saturday** night during the term of this lease from the hours of 7:00 p.m. to 11:00 p.m. only, commencing upon the effective date hereof.

8. Payment to Lessor. As payment for the rights granted hereunder, Lessee shall agree to pay to the Lessor **a flat fee of \$445.00**. All such sums payable to Lessor shall be due at the conclusion of each weekly event. Lessee agrees that Lessor shall have the right, upon reasonable notice, to audit all sign-in and sign-out sheets of Lessee to determine compliance with the payment provisions set forth hereinabove.

9. Protection against Accident to Employees and the Public. The Lessee shall at all times exercise reasonable precautions for the safety of employees and others on or near the Leased Premises and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

10. Laws and Ordinances. The Lessee shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations, which in any manner affect the Lessee or the work, and shall indemnify and save harmless the Lessor against claim arising from the violation of any such laws, ordinances and regulations whether by the Lessee or its employees.

11. Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be in the courts of **Tarrant County**, the State of Texas.

12. Assignment and Subletting. The Lessee shall **not** have the right to assign or sublet to a qualified licensee with liability on assignment **without the express** written approval by Lessor. Any assignment or sublet shall not release Lessee of any responsibilities under this agreement.

13. Notices. All notices to be sent to the offices of PLANET KIDZ, INC. 330 Oaks Trail Suite 118 Garland, Texas 75043 for the duration of the lease or any extensions thereof. **All notices shall be to the City of Bedford, at the following address 2801 Forest Ridge Dr., Bedford, Texas 76021.**

14. Termination. The parties agree that the Lessor or Lessee shall have the right to terminate this agreement upon **thirty (30)** days written notice without cause.

15. Indemnification. The Lessee shall defend, indemnify and hold harmless the Lessor and its elected and appointed officials, officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of or resulting from the performance of this Agreement or caused by the negligent act or omission of the Lessee, its officers, agents, employees, subcontractors, franchisees or invitees.

16. Insurance and Certificates of Insurance. Without limiting any of the other obligations or liabilities of the Lessee or Sub-Lessee, the Lessee or Sub-Lessee shall, during the term of the agreement, purchase and maintain the hereinafter stipulated minimum insurance with companies duly licensed to write business in the State of Texas and rated A-1 or better by A.M. Best. The Lessor shall be named as an additional insured on all required policies except Workers' Compensation. Valid Certificates of Insurance for each policy covering the Lessee and Subcontractors, together with a statement by the issuing company to the extent that said policies shall not be canceled without thirty (30) days prior notice being given the Lessor, shall be delivered to the Lessor and reviewed for sufficiency by the Lessor's Risk Manager before this Agreement is executed or any activities commenced:

(a) Workers' Compensation as required by the laws of the State of Texas with the policy endorsed to provide a waiver of subrogation as to the Lessor; Employer's Liability insurance of not less than \$100,000 for each accident.

(b) Commercial General Liability Insurance, Including, premises operations, Independent Contractor's Liability, completed Operations and Contractual Liability, covering but not limited to, the liability assumed under the indemnification provisions of this Agreement, fully insuring Lessee's liability for injury to or death of owners, employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with the following limits:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Products – Comp/Op Agg	\$2,000,000
Personal & Adv injury	\$1,000,000
Fire Damage to rented premises	\$ 300,000
Med Exp (Any one person)	\$ 5,000

Lessee's insurance shall be primary and shall be endorsed to provide a waiver of subrogation in favor of the Lessor. The Commercial General Liability Policy should be endorsed using Endorsement No. SRPGP-101

Deductibles on each insurance policy shall no greater than \$100.00.

17. Hindrances and Delays. No claims shall be made by the Lessee for damages resulting from hindrances or delays from any cause during the progress of any portion of the operations or activities embraced in this Agreement.

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

19. Lessor agrees to include lessee in all publications used to promote programs of said location (for the purpose of advertising the PLANET KIDZ, INC., AMERICA'S KIDZ, COMMUNITIES FOR KIDZ, FUN TIME LIVE and FRIDAY NITE LIVE Program).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Lessor City of Bedford

Lessee: PLANET KIDZ, INC. &
COMPANIES

By: _____
Roger Gibson, City Manager

By: _____
Dale A. Oakes, President

Date: _____

Date: _____



Council Agenda Background

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

DATE: 08/25/15

Council Mission Area: Protect the vitality of neighborhoods.

ITEM:

Consider a resolution authorizing funding, ratifying the expenditure and authorizing the City Manager to contract with Reynolds Asphalt, TexOp Construction, L.P., Earth Haulers, Inc., RDO Rents, APAC Texas Inc., Gra-Tex Utilities, Inc., Atlas Utility Supply Company, the City of Arlington and Tarrant County Precinct 3 in the amount of \$80,126.85 for emergency water line and street repairs on Bedford Road due to a major water main break on June 26, 2015.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On Friday, June 26, 2015 at 8:00 p.m., the City experienced a major break in a water main located in the 1700 block of Bedford Road between the Old Bedford School and the Library. This main break is approximately 60 feet from the line that ruptured on July 29, 2013. Several vendors were called in to assist with the water line and street repairs. The total amount of the invoices submitted for payment is \$75,126.85. To date, an invoice has not been received from Tarrant County Precinct 3 for fuel and liquid asphalt, estimated between \$3,000 and \$5,000 dollars. The invoice amounts are listed below:

- \$35,766.67 to Reynolds Asphalt for 685.46 tons of asphalt
- \$10,529.18 to TexOp Construction, L.P. for asphalt milling
- \$475.00 to Earth Haulers, Inc. for debris removal, topsoil and sand
- \$2,211.04 to RDO Rents
- \$7,978.07 to APAC Texas, Inc. for 152.69 tons of Type B Hot Mix
- \$13,136.97 to Gra-Tex Utilities, Inc., for repairing the water line
- \$4,129.74 to Atlas Utilities Supply Company for clamps and water lines
- \$900.18 to the City of Arlington for sand, labor, and dump truck

- Estimated amount of \$5,000 to Tarrant County Precinct 3 for fuel and asphalt-liquid

All of the repair work associated with the water main break is complete. The man-hours for staff and equipment from the City of Bedford, and Tarrant County Precinct 3 are not included in this discussion. In summary, the total invoices received for the water main break on Bedford Road is \$75,126.85. The final estimated amount is \$80,126.85, of which \$17,266.71 will be paid out of the FY 2014-15 Utility Maintenance Fund and \$62,860.14 from the Street Improvement Economic Development Corporation (SIEDC) Fund for the road portion of the project.

This project was discussed at the SIEDC Board Meeting on July 21, 2015. Staff recommends approval of the funding for emergency repairs on Bedford Road caused by a water main break on June 26, 2015.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing funding, ratifying the expenditure and authorizing the City Manager to contract with Reynolds Asphalt, TexOp Construction, L.P., Earth Haulers, Inc., RDO Rents, APAC Texas Inc., Gra-Tex Utilities, Inc., Atlas Utility Supply Company, the City of Arlington and Tarrant County Precinct 3 in the amount of \$80,126.85 for emergency water line and street repairs on Bedford Road due to a major water main break on June 26, 2015.

FISCAL IMPACT:

Total Contracts Amount	\$80,126.85
SIEDC Fund	\$62,860.14
Utility Maintenance Fund	\$17,266.71

ATTACHMENTS:

Resolution
Photo Attachment

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING FUNDING, RATIFYING THE EXPENDITURE AND AUTHORIZING THE CITY MANAGER TO CONTRACT WITH REYNOLDS ASPHALT, TEXOP CONSTRUCTION, L.P., EARTH HAULERS, INC., RDO RENTS, APAC TEXAS INC., GRA-TEX UTILITIES, INC., ATLAS UTILITY SUPPLY COMPANY, THE CITY OF ARLINGTON AND TARRANT COUNTY PRECINCT 3 IN THE AMOUNT OF \$80,126.85 FOR EMERGENCY WATER LINE AND STREET REPAIRS ON BEDFORD ROAD DUE TO A MAJOR WATER MAIN BREAK ON JUNE 26, 2015.

WHEREAS, the City Council of Bedford, Texas has determined that the water main repair and road repair on Bedford Road was necessary for the health and safety of the citizens; and,

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

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

SECTION 1. That the 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 ratify and authorize the expenditures in the amount of \$80,126.85 for water line repairs and road repairs on Bedford Road from a water main break.

PRESENTED AND PASSED this 25th 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

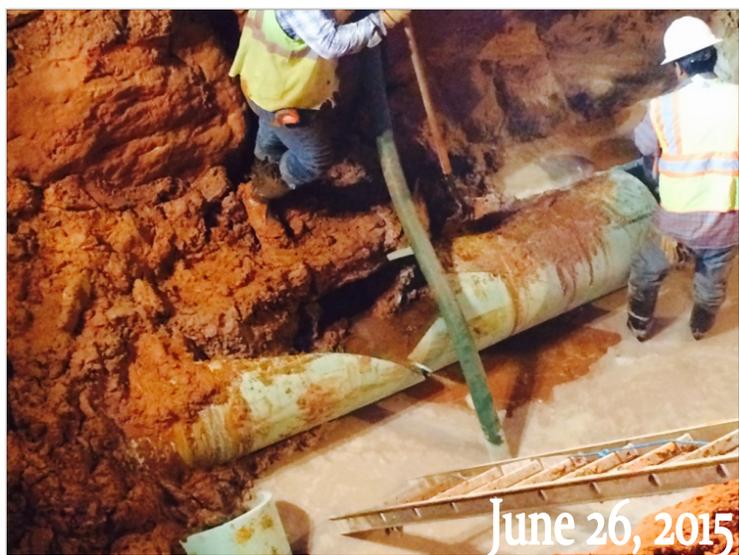
ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Friday, June 26, 2015 Water Main Break on Bedford Road





Council Agenda Background

<u>PRESENTER:</u> Jill McAdams, <i>SPHR</i> Human Resources Director		<u>DATE:</u> 08/25/15
Council Mission Area: Demonstrate excellent customer service in an efficient manner.		
<u>ITEM:</u> Consider a resolution authorizing the addition of a Special Events Compensation Policy to Section III (Compensation) of the Employee Handbook. City Attorney Review: Yes City Manager Review: _____		
<u>DISCUSSION:</u> The employee personnel policy manual was revised in October 2003. From time to time, there becomes a need to revise policies to reflect changes in the law, the way a policy is interpreted, or to make the policy easier to understand. Additionally, policies are added as they are created or as additional benefits are added. Over the years, employee compensation for 4thFest and BluesFest has been inconsistently applied. As a result, it has been difficult for all staff involved to know what the employee compensation philosophy will be for a particular event. Therefore, errors have been made because of lack of communication and consistency in the application of compensation practices for these events. In order to streamline the communication process and ensure compensation consistency going forward, staff developed a Special Events Compensation policy. The policy is attached and is legally compliant based on the federal Fair Labor Standards Act (FLSA) and is reflective of the most current compensation practices used by the City for special events.		
<u>RECOMMENDATION:</u> Staff recommends the following motion: Approval of a resolution authorizing the addition of a Special Events Compensation policy to Section III (Compensation) of the Employee Handbook.		
<u>FISCAL IMPACT:</u> There is no fiscal impact associated with this item.	<u>ATTACHMENTS:</u> Resolution Exhibit A - Special Events Compensation Policy	

RESOLUTION NO. 15-

A RESOLUTION AUTHORIZING THE ADDITION OF A SPECIAL EVENTS COMPENSATION POLICY TO SECTION III (COMPENSATION) OF THE EMPLOYEE HANDBOOK.

WHEREAS, the City of Bedford operates under City Council approved personnel policies; and,

WHEREAS, the City Council of the City of Bedford previously adopted the personnel policies (employee handbook) by Resolution 03-04; and,

WHEREAS, the Special Events Compensation policy has been created and detailed in Exhibit A.

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 Special Events Compensation policy be added to the personnel policies manual (employee handbook) as indicated in Exhibit A.

PRESENTED AND PASSED this 25th 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

12.0 Special Event Compensation Policy

Purpose

The purpose of this policy is to outline the manner in which City employees will be compensated for special events that occur on or within close proximity to an official City holiday such as BluesFest and 4thFest.

Policy Statement

All City employees will be compensated for working at any special event hosted by the City of Bedford. Special events occurring during a holiday weekend will be compensated in the following manner:

Seasonal Employees: These employees will be compensated at their normal assigned rate of pay per hour worked.

Non Exempt Regular Full and Part Time Employees: These employees will be compensated at double their normal assigned rate of pay per hour worked.

Exempt Regular Full Time Employees: These employees will be compensated with accrued time placed in their Holiday accrual bank for each hour worked up to a maximum of eight (8) hours per day for each day worked.

Uniformed Fire Operations personnel will have their Fair Labor Standards Act (FLSA) work cycle adjusted (during Special Events) to mirror the uniformed Police Officer FLSA cycle. This conversion is done so that pay is comparable during these events. All other City employees working their normally assigned shift (who are not working at the special event site in an official capacity) will receive their normal rate of pay in accordance with City and FLSA policies.

Other events may be eligible for special compensation under this policy with the written approval to the Human Resources Division from the City Manager.

Applicability

This policy applies to all City of Bedford employees working during a special event at the special event site.

Definitions

For the purpose of this policy the following definitions will apply:

Exempt Regular Full Time Employees: These employees are classified as such because their job duties are exempt from the overtime provisions of the federal Fair Labor Standards Act (FLSA). Non Police exempt employees typically work 40 hours in a seven (7) day work cycle. Exempt Police employees typically work 80 hours in a 14 day work cycle.

Non Exempt Regular Full Time Employees: These employees are classified as such because their job duties are not exempt from the overtime provisions of the federal Fair Labor Standards

Act (FLSA). These Non-Public Safety employees generally work 40 hours in a seven day work cycle. Non-Exempt uniformed Police employees typically work 80 hours in a 14 day work cycle and Non-Exempt uniformed Fire employees typically work 212 hours in a 28 day work cycle.

Non Exempt Regular Part Time Employees: These employees generally work 20-30 hours (or less) in a seven (7) day work cycle. They are classified as such because their job duties are not exempt from the overtime provisions of the federal Fair Labor Standards Act (FLSA).

Seasonal Employees: These employees are classified as such because their job duties are exempt from the overtime provisions of the federal Fair Labor Standards Act (FLSA) which provides this exemption if an employee is employed by an amusement or recreational establishment that does not operate more than seven (7) months in any calendar year or during the preceding calendar year, its average receipts for any six months of such year were not more than 33 1/3 per Centum of its average receipts for the other six months of such year. Typically these are employees employed at the *Splash* water park or in a Day Camp capacity at the *Boys Ranch Activity Center*.

Special Event: For the purposes of this compensation policy, this is the 4thFest or BluesFest that occurs on or within close proximity to the official City holiday of Independence Day and Labor Day. Other Special Events may be eligible for special compensation under this policy with written approval from the City Manager to the Human Resources Division.

Responsible Person/Getting Help

Employees who have questions regarding this policy may contact their department management team or the Human Resources division for clarification.

Policy Authority

The City of Bedford City Council authorizes this policy. The City's management team and the Human Resources Division are responsible for interpreting and enforcing this policy.

Implementation Procedures

Department Responsibilities: Each department is responsible for ensuring the following is met regarding implementing this policy:

- Working with the Special Events team to make sure that an adequate number of employees are requested from each area to meet work load demands and/or safety criteria.
- Finding employees to sign up and work the event(s).
- Ensuring employees that are scheduled to work show up on time and do not work unauthorized overtime.
- Granting approval (after consultation with the Special Events team) to work outside the assigned hours during the event if needed.
- Meeting the deadline to submit authorized time sheets to Human Resources for payroll.
- Communicating any relevant changes/concerns to the appropriate stakeholders.

Employee Responsibilities: Each employee is responsible for ensuring the following is met regarding implementing this policy:

- Reporting to the event, fit for duty, in appropriate attire and on time.
- Checking in at the assigned location and signing in and out as required.
- Working only the approved schedule (Working unauthorized overtime may result in disciplinary action).
- Performing the appropriate job assignment.
- Communicating any relevant concerns/issues to the appropriate stakeholders.

Human Resources/Finance Responsibilities: These Divisions are responsible for the following regarding implementing this policy:

- Verifying that all policy guidelines are met.
- Accurately processing payroll within all established policy guidelines following established protocols.
- Ensuring that all payroll expenses are charged to the correct fund.
- Communicating any relevant changes/concerns to the appropriate stakeholders.

Special Events Team Responsibilities: The Special Events team is responsible for ensuring the following is met regarding implementing this policy:

- Coordinating adequate department coverage at each event with appropriate departments to ensure work load demands and safety criteria are met.
- Creating and delivering the sign in sheets (used at the event) to each department by the established deadline.
- Reporting to the event, fit for duty, in appropriate attire and on time.
- Checking in at the assigned location and signing in and out as required.
- Communicating any relevant changes made to this policy to all stakeholders.