

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, March 8, 2016
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021

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

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

COUNCIL CHAMBER WORK SESSION

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

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 1, Lot 1D, Shops at Central Park.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Bedford Commons.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to "Project Orchard."

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor David T. Freeman, First Assembly of God)

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS/UPCOMING EVENTS

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

APPROVAL OF THE MINUTES

1. Consider approval of the following City Council minutes:
 - a) February 23, 2016 regular session

PERSONS TO BE HEARD

2. The following individual has requested to speak to the Council tonight under Persons to be Heard:
 - a) Barbara Blalock, 1116 Timber View, Bedford, Texas 76021 – Requested to speak to the Council regarding the proposed ordinance eliminating parking cars and boats on driveways.
 - b) Carlo Gill, 3221 Timber Grove, Bedford, Texas 76021 – Requested to speak to Council regarding trash pick-up and parking trailers, boats, and recreational vehicles in residential areas.
 - c) Bobby Arriola - Requested to speak to Council regarding municipal funding to access the TLETS/TCIC/NCIC System, which is funded thru NCTCOG; giving access to those system funded by tax payer dollar and being misappropriated; and unauthorized access onto the public governmental 911 system.
 - d) Joyce Johnson, 1701 Brookhaven Circle, Bedford, Texas 76022 – Request to speak to Council regarding potential risks to health and air quality, due to natural gas emissions from hydraulic fracturing, and avoidance of releasing information.

NEW BUSINESS

3. Public hearing and consider an ordinance to rezone Lot 1A, Block 6, Bedford Forum Addition, located at 1817 Reliance Parkway, Bedford, Texas from Planned Unit Development (PUD) to amended PUD, specific to Section 4.15 of the City of Bedford Zoning Ordinance, allowing for Aldwin Zim to construct three 20,000 square foot multi-tenant warehouse buildings on the site. The property is generally located east of Reliance Parkway and north of Airport Freeway. (Z-287)
4. Consider a resolution authorizing the City Manager to enter into a contract with Pyro Shows for the 2016 4thFest Fireworks Program in the amount of \$30,000.
5. Consider a resolution of the City Council of Bedford, Texas, authorizing the submission of the grant application for the Repeat Victimization Unit Storefront to the Office of the Governor, Criminal Justice Division.
6. Consider a resolution of the City Council of Bedford, Texas, authorizing the submission of the grant application for a new Canine Unit and vehicle to the Office of the Governor, Criminal Justice Division.
7. Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement with the City of Hurst and the City of Euless for the space sharing arrangement of a police sub-station.
8. Consider a resolution authorizing the City Manager to purchase a new Mobile Message Switch and related components from Tyler Technologies, Inc., in the amount of \$18,250.
9. Consider a resolution authorizing the City Manager to enter into a Settlement and Release Agreement with Oncor Electric Delivery Company LLC regarding audit findings for unmetered streetlights.
10. Consider a resolution authorizing the City Manager to utilize the City of Grand Prairie's Pavement Marking Service Contract with Stripe-A-Zone in the amount of \$105,000 through a Master Interlocal Cooperative Purchasing Agreement.

11. 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**
- ✓ **Senior Citizen Liaison - Councilmember Turner**

12. Council member Reports

13. City Manager/Staff Reports

EXECUTIVE SESSION

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

- a) **Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1D, Shops at Central Park.**
- b) **Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Bedford Commons.**
- c) **Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to “Project Orchard.”**

14. 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, March 4, 2016 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

(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.)

Date Notice Removed



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 03/08/16

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) February 23, 2016 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

February 23, 2016 regular meeting

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 23rd day of February, 2016 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
Cathy Cunningham	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Jeff Florey	Cultural Coordinator
Natalie Foster	Public Information Officer
Jeff Gibson	Police Chief
Wendy Hartnett	Special Events Manager
Don Henderson	Parks Superintendent
Russell Hines	Building Official
Joey Lankford	Fire Marshal
Kenny Overstreet	Interim Public Works Director
Maria Redburn	Library Director
Bill Syblon	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, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 19, 20 and 21. Items 13 and 18 were pulled from the agenda.

Building Official Russell Hines presented information regarding Items #4 and #5, which are for the National Electrical Code and the International Code Book. He stated that they are revised every three years by the International Code Council. The North Central Texas Council of Governments (NCTCOG) the reviews codes and recommends amendments. It is then kept in a uniform adoption process with surrounding cities. In answer to questions from Council, Mr. Hines confirmed that the updated codes are for new construction only. In answer to further questions from Council, Mr. Hines and City Attorney Cathy Cunningham stated that the \$2,000 a day penalty is the standard penalty clause and is the maximum set by State law.

Fire Marshal Joey Lankford presented information regarding Item #6. He stated that along the same lines as the building codes, the International Fire Code comes out every three years, and Bedford is on a six-year cycle to stay with the other cities. In answer to a question from Council, Mr. Lankford stated that changes that were made regarding the definitions of atriums and high rises were amendments recommended by NCTCOG to make it a better fit for the area.

There was discussion on Item #7 in regards to the savings to the City. Kim Probasco with the Trinity River Authority stated this is a great opportunity for the cities of Bedford and Euless. It is a combined project for the Tarrant County Water Supply project and represents a cost avoidance of approximately \$10M, though it will not be locked in until the sale goes through. In answer to questions from Council, Ms. Probasco confirmed that it is related to all member cities that participate in the water supply project and that it saves millions of dollars that otherwise would be charged to the taxpayers when the bonds are issued.

Interim Public Works Director Kenny Overstreet presented information regarding Item #8, which is for the emergency purchase of 47 linear feet of bridge railing that was damaged from a car accident. It damaged the structure of the railing and concrete footer and it will be replaced with railings up to TxDOT standards, similar to the railing that was replaced on Forest Ridge Drive several years ago. 2L construction, which replaced the railings on Forest Ridge Drive, was contacted to do work on this project. In answer to questions from Council, Mr. Overstreet stated that the design of the railing is primarily to keep vehicles from going off the edge and the second purpose is for pedestrians; that it is a TxDOT traffic safety issue and their standard mandate; that TxDOT inspects the City's bridges every two years and they are scheduled to come out this year; that TxDOT would send a letter to the City stating it was out of compliance; that the timeframe for the reconstruction of Harwood Road is 2019; that the person who hit the guardrail was not insured; that the City did look into repayment through that person, but it was not cost effective to go through a lawsuit; and that concrete decking where the railing was attached is broken and will have to be structurally rebuilt.

Mr. Overstreet presented information regarding Item #9, which is for a professional services agreement with Pacheco Koch to design the street rebuild of Bedford Road from Somerset Circle to the intersection with Brown Trail. This project includes curb and drainage work including installing storm drains so that water coming off of the Fire Station is carried down sidewalks. The drive approaches would be redone as well.

Mr. Overstreet presented information regarding Item #10. At the previous meeting, a contract was entered into with Tarrant County to repave Bedford Road from Martin Drive to Highway 121. This item is for the milling work for that project through an interlocal agreement with TexOp, which was awarded the contract through Tarrant County in the amount of \$54,225.67, which is a savings of \$8,461 over what was budgeted.

Fire Chief James Tindell presented information regarding Item #11. He stated the loading devices will help prevent back injuries to firefighters and injuries to patients from a stretcher being dropped; and that preventing one significant back injury would pay for the devices. There was discussion that this item was being paid for from a donation and Chief Tindell explained that the Fire Department was a beneficiary of a will in the amount of \$60,000 to be utilized strictly for EMS. In answer to questions from Council, Chief Tindell stated that the device attaches to the ambulance and then the stretcher is attached to the device and loaded into the ambulance; and confirmed that the device works in tandem with the current system.

Parks Superintendent Don Henderson presented information regarding Item #12, which is to replace the rubber material at six locations at Splash. Splash is in its thirteenth season and only the pads at the tot pool have been replaced. In answer to questions from Council, Mr. Henderson stated that TaylorMade Company makes the rubber pads for one of the other vendors who submitted a quote; and that the third company is using a new, unproven material that is outrageously expensive.

Cultural Coordinator Jeff Florey presented information regarding Item #14, which is to authorize the sale of alcoholic beverages at ArtsFest at April 2. This was done at ArtsFest the previous year with craft beers

and wine from a local vendor, and none of the liability would fall on the City using a third party. In answer to questions from Council, Mr. Florey stated that the alcohol would be sold from tents in the Boys Ranch parking lot behind the BRAC and in front of Splash; that the Cultural Commission recommended this to enhance the event; and that the City would get a percentage of sales to help bring in some revenue from the event as it is free to the public. There was discussion on the City being in the business of selling alcohol and that a third party vendor would be utilized; moving the item to the regular session; enhancing the whole experience for the attendees; similar activity at the Boys Ranch and the Old Bedford School in the past; and the event not attracting a rowdy crowd and excessive drinking.

Library Director Maria Redburn presented information regarding Item #15, which is to approve a contract with ByWater Solutions to migrate from their current Integrated Library System (ILS) to a Koha open source ILS, at a cost of \$17,000. An initial payment of \$5,900 is required in the current fiscal year, which will come out of the Library's budget; however, there will be no request for additional funding. This will save the City \$33,600 annually, which can be used to improve other Library services. The Library has been on the existing ILS since 1999 and it has reached end-of-life. They entered into a server replacement plan with the current vendor, Innovative Interfaces, Inc.; however, Innovative notified staff in October that after the final payment, they would not cover the server so the Library would have to find a third party. She stated that over 15,000 libraries use Koha and by contracting with ByWater, it will be hosted on three different servers for redundancy. When the server crashed the previous year, the Library was down for four days. In answer to questions from Council, Ms. Redburn stated she is bringing a contract to Council for thin clients in the spring; that this particular item was not supposed to have been necessary until 2017; that it was decided to renew with Innovative another year to test the migration; that they will use the blueprint used by other Innovative libraries for the migration rather than paying Innovative; that the final migration will not be until October or November of the following year; that ByWater's migration team is in Texas; that the current ILS has 47,000 library cards and 115,000 bibliographical records; that they will have to make sure their print and reservation management systems works with the new environment; that the \$40,000 to Innovative for annual maintenance is supposed to cover research and development, but they charge the City from \$7,000 to \$15,000 to benefit from those developments; that within the Koha community, anybody can develop something, which can be accessed with the next release; that the City can ask ByWater develop something and the City can ask members of the community to help with the costs; and that Koha will work with all of their current systems.

Administrative Services Director Cliff Blackwell presented information regarding Item #16, which is to accept the independent audit report. He stated that it was the smoothest audit process he has been part of in Bedford and thanked members of his staff including Paula McPartlin, Crystal Segovia, Addy Calderon, Jo Quarles and Michele Farbes. They helped provide the necessary information to BKD so they could check the City's systems and processes to see if it subject to fraud and analyze financial statements to ensure the City is accounting for every penny. By pulling in more money than it is spending, the City is in a better position to fund obligations for future years. The City has more assets than liabilities and its net position increased. David Coleman with BKD stated that they issued an unmodified, or clean, opinion on the City's financials. He discussed the implementation of General Accounting Standards Board (GASB) 68, which requires municipalities to bring their entire pension liability on the books. The City's total pension liability is \$9M, of which approximately 50 percent is funded. He stated that staff is working with the Texas Municipal Retirement System (TMRS) to get that paid off in ten years. There were no significant deficiencies or material weaknesses that have to be reported, and no journal entries. In answer to questions from Council, Mr. Coleman stated that the liability number has always been in the Comprehensive Annual Financial Report (CAFR) but GASB 68 requires it to be upfront; that every city in Texas has to implement this standard; that TMRS is very well managed and there is a plan in place to get the liability funded; and that the standard will cause a restatement in the current year, but it is only a change in how things are accounted. Mr. Blackwell stated that TMRS gives the City their contribution rate, which is used to help the City to reach the liability over 15 to 20 years; and in order to accelerate closing the gap, the City can opt to maintain the rate over that recommended by TMRS. In answer to further questions from Council, Mr. Coleman stated that the change was brought about due to the market and the effect on pension funds; that he believes it is an attempt to make the standards for governments more like those for commercial, for-profit companies; and that previously, the liability was not accrued on the financial statements but was a note in the CAFR, and now there are more disclosures in the report regarding the liability.

Mr. Blackwell presented information regarding Item #17, which is to authorize the City Manager to negotiate and enter into an agreement with Wells Fargo Bank for depository services. He stated that the City has benefitted from an excellent relationship with JP Morgan Chase for 23 years as the City's depository. By State statute, these type of agreements cannot exceed five years and after soliciting for these services recently, staff is recommending a different bank. Out of the three respondents, JP Morgan was not competitive, with costs 37 percent higher than one of the other respondents. Further, they will no longer offer custody safekeeping. The other two respondents were within 2.4 percent of each other from a cost perspective so staff focused on experience, references and demonstrations of their web portal products. Wells Fargo has several municipalities in the north Texas region, including some that have migrated to them from JP Morgan. The City can still negotiate the agreement with Wells Fargo. He stated that Valley View Consulting, represented by Tom Ross, played a vital role in coordinating the solicitation process.

City Secretary Michael Wells presented information regarding Item #19, which is to name new Board and Commission members. The newest members are as follows:

Cultural Commission

Sonya Hood, Place 4: Term Expires September 30, 2016

Parks and Recreation Board

Alex Cowart, Place 9: Term Expires September 30, 2017

Dylan Hoey, Place 10: Term Expires September 30, 2017

Randy Newby, Place 11: Term Expires September 30, 2017

Mr. Overstreet presented information regarding Item #20. Due to the construction at the Boys Ranch and the poor shape of the sub-base, there have been a lot of failures on Shady Lake Drive. Staff will make road base repairs and this item is an interlocal agreement through Grand Prairie with Reynolds Asphalt to mill off the asphalt after the repairs and repave the road. The cost of the project is \$67,000 and will be paid out of the 2011 General Obligation bonds that has a balance of \$76,000. The project is scheduled to start the second week of March when Greenscape has removed all of their heavy equipment. It will take approximately three days to do the repairs, one day to do the milling, and a day and a half to lay the asphalt.

Mr. Overstreet presented information regarding Item #21, which it to use the interlocal agreement through Grand Prairie with Reynolds Asphalt for the parking lot at the Trinity Arts Building, which has disintegrated over time. This project is to do a total reclamation of the parking lot and will be paid out of the 2007 General Obligation bonds. There was discussion on the future plans for the Boys Ranch. City Manager Roger Gibson stated that all three parking lots and the street were examined with the future of the Boys Ranch in mind, and this area was not suitable for the slurry product considered for other surfaces as it requires more extensive work.

• **Update on the 6Stones Community Powered Revitalization (CPR) Program.**

Brian Cramer with 6Stones gave an overview of 6Stones and their Community Powered Revitalization (CPR) Program. CPR first started with the City of Euless, then moved to the cities of Hurst and Bedford. Since he joined 6Stones, CPR has expanded into Cleburne, Watauga, Haltom City and Richland Hills. Their vision is to be a catalyst of hope that transforms lives and homes in the community. They work with groups to provide solutions for issues at hand. He discussed and displayed pictures of houses that were recently worked on in Bedford by Atmos Energy. At the 2015 Fall Blitz, CPR attained its 400th house, and they are now up to 423 houses since October. Their goal is to work on 125 houses this year. He played a video from the 2014 Spring Blitz. During the 2015 Fall Blitz, they worked on 38 houses with 1,400 volunteers. They have worked on a total of 84 houses in Bedford, including 23 in 2015. In regards to the impact on the City in 2015, the scope of work was worth approximately \$95,000, there were 2,600 volunteer hours, and they had \$20,000 in donated materials and supplies. He discussed other 6Stones programs, including Operation Back 2 School, Night of Hope, the New Hope Center, and the Community Garden. He stated that the bigger picture for 6Stones is to create a replicate-able program to spread out

to other parts of the country, and create a package that is teachable and transferrable to other communities. In 2015, they worked on 98 houses, and had participation from 3,400 volunteers and 164 different groups. He stated that 6Stones works with cities, school districts, chambers of commerce, churches, businesses and non-profit organizations. They are currently bringing houses on board for the upcoming Spring Blitz scheduled for April 8 and 9. The Fall Blitz is scheduled for October 21 and 22. There was discussion on the Community Garden bed owned by the Council, and that the Garden was adopted by football players from Trinity High School; challenging Council and staff to come out to the Spring Blitz; a VIP event after the Blitz; pride in the community; 6Stones helping to bring the community together; the Police and Fire Departments helping at Operation Back 2 School and Night of Hope; building a sense of community; and bringing in volunteers from the homeschool community.

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

This item was moved to the Regular Session after Item #3.

Fire Chief James Tindell presented a report on Fire Department activities from 2015. He discussed the Department's mission statement and what they do to accomplish that mission. He stated that they have the most phenomenal firefighters in the State of Texas because they follow that mission. They are always prepared and determined, which is accomplished through training, allocation of equipment, protocols and medical direction. The Department is made up of three divisions, the first being Administration. He discussed the closing of a motel that was in violation of numerous fire codes. Their Certificate of Occupancy (CO) was pulled as they did not have a working fire alarm system and the motel was forced to repair every violation before a new CO was issued. In regards to fire prevention, they held 93 public information sessions, reached out to 7,500 citizens, and held a Citizen's Fire Academy (CFA) class with 25 graduates. They have a smoke detector program run by the CFA Alumni Association, which canvassed 640 homes, checked 262 detectors, and installed 51 detectors. In regards to the Fire Marshal, there was \$1.3M in fire loss in 2015 but \$75M of property was saved. Other accomplishments included computer upgrades in the Emergency Operations Center (EOC), advanced training for the arson investigators, and 420 subscribers to the Ambulance Subscription Program, representing a 25 percent increase over 2014.

In regards to the Operations Division, Chief Tindell stated that the fire calls with the largest dollar losses were structure fires, followed by vehicle fires. There were 2,326 EMS calls where a fire company responded. There were 155 hazardous condition calls, with the main priority being arcing and shorted electrical equipment. In regards to service, or non-emergency calls, there were 320 for "assist invalid." He explained that they have started going to nursing homes and retirement centers to assist residents who have fallen because the staff does not want to accept the liability. He asked that Council considers these issues when they approve future nursing homes due to the impact on the Fire Department from higher call volumes. He stated that they received 258 "good intent" calls; 457 false alarm calls mostly for businesses and for which the business is then charged; and 4,319 EMS calls, with the number one call being medical emergencies, followed by injuries and chest pains. For EMS, there is an average response time of three minutes once they are dispatched, which has improved due to the completion of the highway construction; the average time on scene is 18 minutes; the average time to transport a person to the hospital is eight minutes; and the average time at the hospital is 24 minutes, for a total average run time of 44 minutes on a call. All Fire Department employees and those in the City Secretary's Office and the Finance Division received updated Health Insurance Portability and Accountability Act (HIPAA) training. The Department was one of four jurisdictions in the State selected to be a beta test site for a new "Heart Safe" program. The program's goal is to get the community together for training on such things as CPR and AEDs, which will have an impact on a person's welfare in the event they have a heart attack. Other accomplishments included refurbishing a 2008 medic unit with a 2015 chassis; updating the EMS protocols with Dr. Yamada; purchasing a new pumper truck; and purchasing a new thermal imaging camera. Overall, Fire Station #1 had 1,812 calls, Fire Station #2 had 1,016 calls, and Fire Station #3 had 959 calls.

In regards to the Inspections Division, Chief Tindell stated that they issue permits and look at plans to ensure a building is built in compliance with all the codes. This ultimately helps the Fire Department since they would be the ones going into buildings deteriorating due to fire and, if they are built right, are going

to better withstand the fire. They issued 1,559 residential permits, 175 commercial permits, and 307 Certificates of Occupancy, and performed 3,531 inspections. In regards to multi-family inspections, for the first time they were able to inspect every apartment complex twice in a year. There are 35 complexes in the City with a total of 8,385 units. They found 2,339 violations, several of which resulted in citations, and performed 233 return inspections.

In answer to questions from Council, Chief Tindell stated that arching can also be from power lines; that this is the first time he has heard of nursing facilities not accepting liability but that he is working on something to resolve this issue; that they are looking at going into multi-family areas to check their smoke detectors; and that people that are transported to the hospital may be admitted, or seen and released.

Mayor Griffin adjourned the Work Session at 6:53 p.m.

REGULAR SESSION

The Regular Session began at 7:00 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION (Pastor Kevin Henson, St. Timothy Cumberland Presbyterian Church)

Pastor Kevin Henson of St. Timothy Cumberland Presbyterian Church gave the invocation.

PLEDGE OF ALLEGIANCE

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

ANNOUNCEMENTS/UPCOMING EVENTS

Public Information Officer Natalie Foster reported that Simple Recycling is a free new service that the City is offering. It allows residents to recycle unwanted household items and clothing with curbside pick-up on the regular Monday or Tuesday trash collection day. Participation is voluntary. The HEB Teen Court is holding a fundraiser on Thursday from 5:00 p.m. to 9:00 p.m. at the new Chik-fil-A store on Grapevine Highway in Hurst. The money raised will help the teen volunteers apply for scholarships and, by mentioning HEB Teen Court, twenty percent of sales will go towards a college of the teens' choice. The Library will be having their Tenth Annual Seuss Festival on Sunday, March 6 beginning at 1:00 p.m. The event is free and there will be cake, crafts, face painting and a costume contest.

Ms. Foster presented an updated on the Boys Ranch construction. The decorative rock formation and landscaping near the bridges has been completed. All of the picnic tables, barbecue grillers, water fountains, and benches have been placed. The sidewalks are almost complete, except for the joint sealing. The green space in front of Splash has been reshaped and will be hydro mulched in April. The large fountain in the middle of the lake and the lighting structures around the park are being wired. The following week, crews will begin construction on the nine-hole disc golf course that will be on the south end of the park. After the previous rain, the lake is approximately 40 percent full.

OPEN FORUM

Nobody chose to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Champney, seconded by Councilmember Farco, to approve the following items by consent: 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 19, 20 and 21, with Items 13 and 18 being pulled from the agenda.

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

COUNCIL RECOGNITION

1. Employee Service Recognition

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

Mary Woodward, Library - 5 years of service

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:

a) February 9, 2016 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) Barbara Blalock, 1116 Timber View, Bedford, Texas 76021 – Requested to speak to the Council regarding the proposed ordinance eliminating parking cars and boats on driveways.

Ms. Blalock was unable to attend the meeting.

b) Bill McFadden, 1108 Hialeah Path, Bedford, Texas 76022 – Requested to speak to the Council regarding clarification on fines and “court” for code violations; City Council’s attitude towards speakers; update request and explain that he has never demanded a response; to respond to some of the points that the Council brought up, such as senior citizens; lawn maintenance companies violating code; and to request that when the City looks at other cities as a reference that they do not use cities that employ the same city attorney or firm as Bedford.

Bill McFadden, 1108 Hialeah Path, Bedford, Texas - Mr. McFadden stated that at the previous Council meeting, he discussed citations for code compliance and that nobody seems to be receiving them. He now knows the amount of the fees for these violations and that they can be paid online or with the clerk. He discussed Council looking at other cities, such as Irving, Keller, Vernon, Westlake, and Grapevine, as far as codes or how they do things and stated that are all represented by the same law firm. He stated that if the Council is always looking at those cities, things are always going to be the same look and suggested looking at other states or going beyond 30 miles from Bedford. He stated that several cities in Florida have similar stipulations as Bedford in regards to parking trailers on the street; however, the trailers have to move a certain amount. Currently in Bedford, he can park a trailer on the street and move it a little bit every three days and technically follow code. He suggested a regulation from a Florida city where the trailer has to leave the area would help with the complaints from a previous speaker regarding trailers, but has not seen that type of language in any of the cities near Bedford. He stated that he never demanded an update from Council but asked that they continue to look at Code Compliance issues. He stated that there are streets near him where every house keeps out their garbage bins, which started happening after people received the large green containers, and estimated that 40 percent of houses are like this. Part of Code Compliance is keeping the area beautiful to keep property values better. He stated the mission of the Code Compliance Division is to ensure ordinances of the City as set forth by the Council are complied with by all citizens but he does not see that happening. He has been using the Better It app to document what is going on and asked Council if they have driven around the City and seen what is going on. He would like to see some enforcement or for the City to do an education campaign like was done

with the Distracted Driving Ordinance. There was discussion on the City's emphasis being on compliance before issuing fines; Code Compliance working on issues identified by Mr. McFadden, including scheduling follow-ups; and the limited number of staff working the entire City. Mr. McFadden asked how much is too much as far as warnings; that based on information from Police Department records, 211 citations were issued for Code Compliance in 2015; and that 20 percent of complaints received citations. There was discussion on doing fewer warnings and more fining because there is a mechanism for paying, and it leading to more compliance. Mr. McFadden stated that he has spoken to 30 people since the previous meeting, and most of the people in his neighborhood are renters; that renters do not care so much for maintaining the property; that if the City keeps giving warnings, they become useless; that Code Compliance is a joke in some regards; that homeowners need to hold their lawn contractors accountable; and that his issue is people putting out trash and recycling several days before pickup. He asked for clarification on whether recycling bins need to be in by 7:00 p.m. on the pickup day or 24 hours afterwards and there was discussion between Council and staff regarding that issue. Mr. McFadden asked why have these codes if they are not being enforced. He discussed managing the City correctly; Code Compliance going out when people are not in compliance; eliminating two Code Compliance officers if their time was better managed; wasting resources; not going out multiple times where a neighborhood is having a problem; that there are five people, including himself, that report on each other and nothing has happened. City Manager Roger Gibson stated that he disagrees with the statement that Code Compliance is a joke; that two weeks ago, there was discussion on Mr. McFadden's concerns that there is a tendency to offer warnings without proceeding to citations; that they try to get compliance through cooperation and then proceed to citations; that when they get to a situation where there are multiple violations at for the same offence for the the same residence, warnings have lost their effectiveness; that Mr. McFadden's statement that moving a trailer a foot every 72 hours being in compliance is incorrect as the magistrate ruled that it does not meet spirit of the ordinance; that if the City sees something in another municipality that is working, they will copy it; that they started the Neighborhood Revitalization Program several years ago whereby members of Code Compliance and Animal Control sweep neighborhoods every Wednesday for three to four hours; that Code Compliance officers are out driving every day; and that both Code Compliance and Patrol have district assignments, which they drive every day and are not waiting for a call. Mr. McFadden stated that the City is wasting resources; that there are times that Code will respond to one complaint but not the other ones in the area; that they are tracking these things and they see it all the time; that they are building a database; and that it is false to say that Code is continually inspecting. Mayor Griffin stated that Mr. McFadden has a right to speak and ask questions but is over the edge with stating things are being done incorrectly and making false accusations about staff and operations. There was discussion on Mr. McFadden making 102 complaints in 26 days; taking Mr. McFadden's criticisms under advisement; trash can violations not being the biggest issue going on in the City; the parking of trailers in driveways now being an issue; tax paying citizens not wanting to see trash cans out all the time; the codes for trash; raising taxes to pay for more Code officers; looking at ways to handle this issue more efficiently; wasting time and resources; improving how the City does its job in regards to Code; the processes the City does for these violations; getting people to comply voluntarily; communicating better to the citizens; the Neighborhood Revitalization Program; and Clean Up Bedford Day. Mr. McFadden stated that most of the issues are with people that are renting; that there are not these problems north of Highway 183; that there are a large number of rental houses south of the highway; and that the owner of the houses need to be held accountable. In answer to a question from Council, City Attorney Cathy Cunningham stated that either the owner of the property or the occupant can be cited. There was discussion on Council members having both a job that provides for their families and a job serving on Council at no pay; coming up with ideas to help with Mr. McFadden's issue; creating a sense of pride in the community; putting liens against properties for not paying fines; bringing issues up to Council; that 67 out of the Mr. McFadden's 102 complaints have been completed; emailing what is taking place to concerned residents; creating a list of top ten violations to hand out to residents; and taking care of violations other than trashcans.

NEW BUSINESS

- 4. Consider an ordinance amending Chapter 22 "Building and Building Regulations" of the City of Bedford Code of Ordinances by repealing Article IV. "National Electrical Code", and replacing it with Article IV. "National Electrical Code/Amendments"; providing for the adoption of the National Electrical Code 2014 Edition; providing for the adoption of annex chapters; providing for the adoption of regional amendments to the National Electrical Code; providing**

a penalty of up to \$2,000 per day for violations; providing a severability clause; providing a savings clause; and providing an effective date.

This item was approved by consent.

- 5. Consider an ordinance amending Chapter 22 “Building and Building Regulations” of the City of Bedford Code of Ordinances by repealing Article III. “International Codes/Amendments” and replacing it with Article III. “International Codes/Amendments” inclusive of the International Building Code 2015 Edition, International Residential Code 2015 Edition, International Mechanical Code 2015 Edition, International Plumbing Code 2015 Edition, International Fuel Gas Code 2015 Edition, International Energy Conservation Code 2015 Edition; making regional amendments to each of the International Codes adopted hereby; providing a penalty of up to \$2,000 per day for violations; providing a severability clause; providing a savings clause; and providing an effective date.**

This item was approved by consent.

- 6. Consider an ordinance amending Chapter 58 - “International Fire Code” of the City of Bedford Code of Ordinances by deleting Sections 58-97 and 58-99 and adding the revised Sections 58-97 and 58-99 through 58-104 thereby adopting the International Fire Code 2015 Edition; providing certain amendments and deletions thereto; providing for a severability clause; providing for a savings clause; and declaring an effective date.**

This item was approved by consent.

- 7. Consider an ordinance approving a resolution authorizing the issuance, sale, and delivery of Trinity River Authority of Texas (Tarrant County Water Project) revenue bonds, and approving and authorizing instruments and procedures relating thereto.**

This item was approved by consent.

- 8. Consider a resolution authorizing the City Manager to execute an emergency purchase and installation of 47 linear feet of bridge railing in the 2900 block of Harwood Road from 2L Construction, LLC in the amount of \$23,750.**

This item was approved by consent.

- 9. Consider a resolution authorizing the City Manager to enter into a Professional Services Agreement with Pacheco Koch, LLC in the amount of \$89,075 for design services for Bedford Road Paving Improvements from Somerset Terrace to Brown Trail.**

This item was approved by consent.

- 10. Consider a resolution authorizing the City Manager to enter into a contract utilizing the Tarrant County Interlocal Agreement in the amount of \$54,225.67 with TexOp Construction, L.P. for asphalt milling on Bedford Road from SH 121 to FM 157 (Industrial Boulevard) and SH 121 to 460 feet west of Martin Drive.**

This item was approved by consent.

- 11. Consider a resolution authorizing the City Manager to purchase two Power-LOAD Cot Fastener Systems from Stryker Medical in the amount of \$48,175.64.**

This item was approved by consent.

12. Consider a resolution authorizing the City Manager to enter into a contract with TaylorMade Company for the replacement of rubber pads at Bedford Splash Family Aquatic Center in the amount of \$29,700.

This item was approved by consent.

13. Consider a resolution authorizing the sale of beer and wine at 4thFEST held at the Boys Ranch Park.

No discussion or action took place on this item.

14. Consider a resolution authorizing the sale of alcoholic beverages at ArtsFest held at the Boys Ranch Park on April 2, 2016.

Cultural Coordinator Jeff Florey presented information regarding this item. He stated that on behalf of the Cultural Commission, he is asking Council to authorize the sale of beer and wine at ArtsFest. There was discussion on reservations regarding promoting the sale of alcohol; and the sale of alcoholic beverages evolving into other venues outside of ArtsFest.

Motioned by Councilmember Fisher, seconded by Councilmember Champney, to approve a resolution authorizing the sale of alcoholic beverages at ArtsFest held at the Boys Ranch Park on April 2, 2016.

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

Voting in favor of the motion: Mayor Griffin, Councilmember Champney, Councilmember Farco, Councilmember Turner and Councilmember Fisher.

Voting in opposition to the motion: Councilmember Sartor and Councilmember Gebhart

15. Consider a resolution authorizing the City Manager to enter into a contract with ByWater Solutions to migrate, install, customize, host, train staff and support the Koha Open Source Integrated Library System (ILS) in the amount of \$17,100.

This item was approved by consent.

16. Consider a resolution accepting the report from the independent auditor and the audited financial statements for the fiscal year ending September 30, 2015 and providing an effective date.

This item was approved by consent.

17. Consider a resolution authorizing the City Manager to negotiate and enter into an agreement with Wells Fargo Bank to provide Depository Bank and related banking services to the City of Bedford from April 1, 2016 through March 31, 2018, with an option for three one-year term extensions.

This item was approved by consent.

18. Consider a resolution authorizing the City Manager to purchase a new Mobile Message Switch and related components from Tyler Technologies, Inc., in the amount of \$15,750.

No discussion or action took place on this item.

19. Consider a resolution appointing members to Bedford's Citizen Boards and Commissions.

This item was approved by consent.

20. Consider a resolution authorizing the City Manager to enter into an agreement with Reynolds Asphalt and Construction Company utilizing the City of Grand Prairie Interlocal Agreement for the milling and two inch asphalt overlay on Shady Lake Drive in the amount of \$67,792.

This item was approved by consent.

21. Consider a resolution authorizing the City Manager to enter into an agreement with Reynolds Asphalt and Construction Company, utilizing the City of Grand Prairie Interlocal Agreement, for paving improvements to the Trinity Arts Building parking lot in the amount of \$44,546.

This item was approved by consent.

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

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

Councilmember Fisher reminded everybody that domestic animals are required to be registered with the City.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported that the Commission met on February 16. He discussed upcoming events including Clean Up Bedford Day/Chunk Your Junk Day on April 11, the Crud Cruiser on April 25, and the Paper Shred Day on October 10. He displayed a handout designed by the Commission concerning Clean Up Bedford Day.

✓ **Community Affairs Commission - Councilmember Farco**

Councilmember Farco recognized Commission Members in attendance, including Doug White, Steve Grubbs, Gary Morlock and Roy Savage. On Thursday at 7:00 p.m. at the Old Bedford School there will be a residential roundtable, which will feature the Mayor, the Police Chief and Development Director Bill Syblon.

✓ **Cultural Commission - Councilmember Champney**

Councilmember Champney reported that Arts Council Northeast has agreed to support the City's efforts regarding the cultural district designation and to serve as the 501(c)3 for grants and funding. There were concerns from other cities, but those have been resolved. It is still subject to the City Attorney drawing up a letter of agreement.

✓ **Library Advisory Board - Councilmember Farco**

Councilmember Farco reported that SeussFest will be held on Sunday, March 6. He reminded everybody to fill out the Library Satisfaction Survey, which is available online until March 15.

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

No report was given.

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

Councilmember Gebhart reported on the last Board meeting. Scott Kim is the newest appointed member from Bedford. Kathleen Toms was elected chairperson, Janet Key was elected vice-chairperson, and Phoebe Soward was elected secretary. He reminded everybody about the fundraiser on Thursday at Chik-fil-A from 5:00 p.m. to 9:00 p.m., and by mentioning teen court, 20 percent of the purchase will go to the kids. These kids are helping themselves become better by participating in court to practice law and alleviating the legal system by giving people the opportunity to work off problems as opposed to burdening the normal legal system. The Teen Court Scholarship Gala will be held April 28 at the Hurst

Conference Center and is to help raise funds for the scholarship pool. There will be a silent auction featuring fine jewelry, signed memorabilia, and trips.

✓ **Senior Citizen Liaison - Councilmember Turner**

Councilmember Turner presented an update on Senior Center activity. In Fiscal Year 15-16, the average monthly membership increased from 682 to 746 compared to the previous fiscal year. Average monthly participants increased from 1,837 to 2,191. Average weekly dance attendance increased from 50 to 60. At the recent Valentine's dance, there were 124 people in attendance. Total Senior Center attendance increased from 5,511 to 6,572, the total number of programs increased from 338 to 365, and the number of seminars increased from one to nine.

23. Council member Reports

Mayor Griffin reported that the Bedford Fire Alumni Association is doing a fundraiser at Texas Roadhouse on Thursday from 3:00 p.m. to 10:00 p.m.

Councilmember Fisher thanked staff for their work painting the corridor at City Hall and he is looking forward to other changes.

24. City Manager/Staff Reports

No report was given.

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 1, Lot 1D, Shops at Central Park.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Bedford Commons.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to "Project Mockingbird."
- d) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to "Project Orchard."
- e) Pursuant to Section 551.074, personnel matters – performance review of the City Manager.

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1D, Shops at Central Park; Section 551.087, deliberation regarding economic development negotiations relative to Bedford Commons; Section 551.087, deliberation regarding economic development negotiations relative to "Project Mockingbird"; Section 551.087, deliberation regarding economic development negotiations relative to "Project Orchard"; and Section 551.074, personnel matters – performance review of the City Manager, at 8:29 p.m.

Council reconvened from Executive Session at 9:14 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.

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

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

ADJOURNMENT

Mayor Griffin adjourned the meeting at 9:15 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: See below

DATE: 03/08/16

Persons to be Heard

ITEM:

- a) Barbara Blalock, 1116 Timber View, Bedford, Texas 76021 – Requested to speak to the Council regarding the proposed ordinance eliminating parking cars and boats on driveways.
- b) Carlo Gill, 3221 Timber Grove, Bedford, Texas 76021 – Requested to speak to Council regarding trash pick-up and parking trailers, boats, and recreational vehicles in residential areas.
- c) Bobby Arriola - Requested to speak to Council regarding municipal funding to access the TLETS/TCIC/NCIC System, which is funded thru NCTCOG; giving access to those system funded by tax payer dollar and being misappropriated; and unauthorized access onto the public governmental 911 system.
- d) Joyce Johnson, 1701 Brookhaven Circle, Bedford, Texas 76022 – Request to speak to Council regarding potential risks to health and air quality, due to natural gas emissions from hydraulic fracturing, and avoidance of releasing information.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letters of Request

Barbara Block

I would like to speak to the Council concerning the proposed ordinance Eliminating parking cars & boats on driveways in our neighborhood I don't think it is necessary!

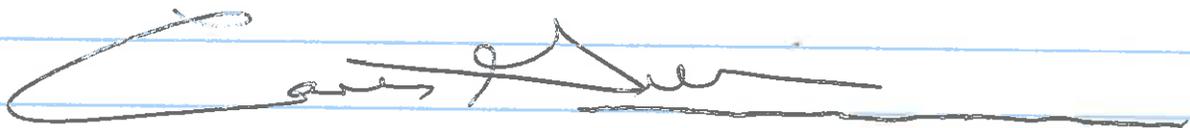
Barbara Block

1116 Timber View
Bedford.

817-281-3243

February 17, 2016

Carl Gill would like to speak
at the March 8 Council meeting
re: trash pick-up and parking
trailers, boats, and recreational
vehicles in residential areas.

A handwritten signature in black ink, appearing to read "Carl Gill". The signature is written in a cursive style with a long horizontal line extending to the right.

The subject is going to Municipal funding to accesses the (TLETS/ TCIC/ NCIC System) which is funded thru the Thru NCTCOG ...giving accesses to those system funded by tax payer dollar and being miss - appropriated...un=authorize accesses onto your PUBLIC GOVERMANTEL 911 SYS SYSYSTEM.....which ...

On Thu, Feb 18, 2016 at 10:30 AM, Bobby Arriola <> wrote:

I would really appreciate you do that ...thank you for the kind words

On Thu, Feb 18, 2016 at 10:21 AM, Wells, Michael <Michael.Wells@bedfordtx.gov> wrote:

Good morning,

Actually it is too late to sign up for the meeting on February 23 but I can certainly put you down for the March 8 meeting. Just let me know which subject you would like to speak on. There is no actual form to fill out so just an email would suffice.

--

Michael Wells

Office: [817-952-2104](tel:817-952-2104)

Bedford City Council
March 8, 2016

Persons to be heard request of
Joyce Johnson

1701 Brookhaven Circle

Bedford, TX 76022

817-808-9826,

at March 8, 2016 Council Meeting

Topic:

Potential Risks to Health and Air
Quality, due to ^{Natural} Gas Emissions from
Hydraulic Fracturing. Avoidance
of Releasing Information.

Joyce Johnson

March 1, 2016



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 03/08/16

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

ITEM:

Public hearing and consider an ordinance to rezone Lot 1A, Block 6, Bedford Forum Addition, located at 1817 Reliance Parkway, Bedford, Texas from Planned Unit Development (PUD) to amended PUD, specific to Section 4.15 of the City of Bedford Zoning Ordinance, allowing for Aldwin Zim to construct three 20,000 square foot multi-tenant warehouse buildings on the site. The property is generally located east of Reliance Parkway and north of Airport Freeway. (Z-287)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Reliance Parkway to the west, Airport Freeway to the south and Bedford Road to the north, with the site currently vacant land. The applicant is requesting to amend the current Planned Unit Development (PUD) to Amended Planned Unit Development (PUD) allowing for Mr. Aldwin Zim to amend the approved site plan and construct three new multi-tenant warehouse buildings. The proposed site plan meets the minimum standards set forth in the Bedford Forum guidelines for landscaping and parking.

The Planning and Zoning Commission recommended approval of this application at their February 11, 2016 meeting by a vote of 7-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lot 1A, Block 6, Bedford Forum Addition, located at 1817 Reliance Parkway, Bedford, Texas from Planned Unit Development (PUD) to amended PUD, specific to Section 4.15 of the City of Bedford Zoning Ordinance, allowing for Aldwin Zim to construct three 20,000 square foot multi-tenant warehouse buildings on the site. The property is generally located east of Reliance Parkway and north of Airport Freeway. (Z-287)

FISCAL IMPACT:

N/A

ATTACHMENTS:

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

ORDINANCE NO. 16-

AN ORDINANCE TO REZONE LOT 1A, BLOCK 6, BEDFORD FORUM ADDITION, LOCATED AT 1817 RELIANCE PARKWAY, BEDFORD, TEXAS FROM PLANNED UNIT DEVELOPMENT (PUD) TO AMENDED PUD, SPECIFIC TO SECTION 4.15 OF THE CITY OF BEDFORD ZONING ORDINANCE, ALLOWING FOR ALDWIN ZIM TO CONSTRUCT THREE 20,000 SQUARE FOOT MULTI-TENANT WAREHOUSE BUILDINGS ON THE SITE. THE PROPERTY IS GENERALLY LOCATED EAST OF RELIANCE PARKWAY AND NORTH OF AIRPORT FREEWAY. (Z-287)

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 1A, Block 6, Bedford Forum Addition, located at 1817 Reliance Parkway, Bedford, Texas from Planned Unit Development (PUD) to amended PUD, specific to Section 4.15 of the City of Bedford Zoning Ordinance, allowing for Aldwin Zim to construct three 20,000 square foot multi-tenant warehouse buildings on the site. The property is generally located east of Reliance Parkway and north of Airport Freeway. (Z-287)

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 1A, Block 6, Bedford Forum Addition, shall be shown as approved by this ordinance.

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

SECTION 4. That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.

SECTION 5. That it is hereby declared the intention of the City Council of the City of Bedford, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

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

SECTION 7. That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Bedford and the laws of the State of Texas.

ORDINANCE NO. 16-

PRESENTED AND PASSED this 8th day of March 2016, 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:

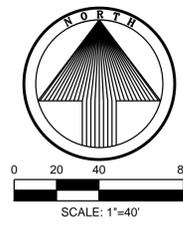
Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

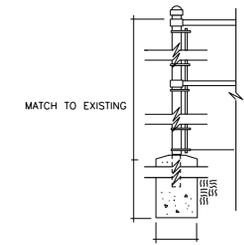


VICINITY MAP
1" = 500'



LEGEND

- 6" CONCRETE 3500 PSI PAVEMENT W/ #3 BARS 18" O.C.E.W. ON A 6" COMPACTED SUBGRADE TO 95% STD DRY DENSITY PER ASTM D698 AT -1 TO +3 OPTIMUM MOISTURE CONTENT.
- LANDSCAPE AREA
- PROPERTY LINE
- EXISTING CONTOUR
- EXISTING WATER
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY SEWER
- EXISTING MANHOLE



CHAIN LINK FENCE

- NOTE:
- CHAIN LINK FENCE TO BE PER BEDFORD FORUM I REQUIREMENTS AND MATCH TO EXISTING.
 - FINAL DESIGN OF ANCHORING SYSTEM TO BE PROVIDED WITH RETAINING WALL DESIGN DURING BUILDING PERMIT PROCESS.

Site Data Table (PUD - Bedford Forum)		
	Required	Provided
Lot Sq Footage		172,074 sq ft
Minimum Front Yard Setback	30 ft	30 ft
Minimum Side Yard	25 ft	25 ft
Minimum Rear Yard	None	None
Building Square Footage (Conceptual)		20,000 sq ft ea/60,000 sq ft Total
Maximum Building Coverage	60%	35%
Minimum Landscape Area	10% (17,207.40 sq ft)	10% (17,262.23 sq ft)
Impervious Area		90% (154,811.77 sq ft)
Parking Required-Mfg. & Warehouse	1 sp/1000 sq ft or 1/3 employees whichever is greater = 60 spaces	82 provided

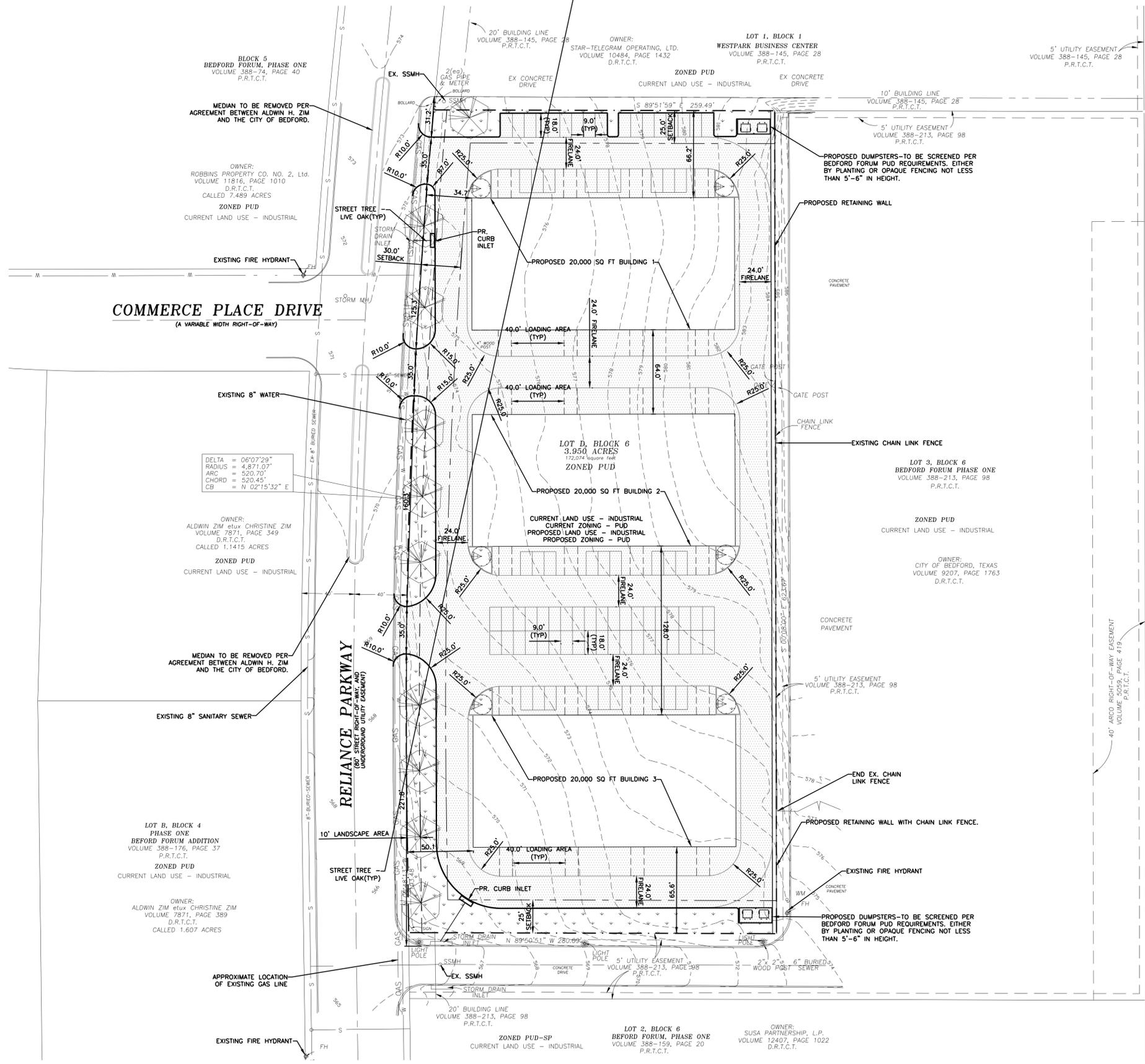
Reliance Parkway - Current Speed Limit = 35mph

- NOTES:
- A TOTAL OF 10 STREET TREES - SPECIES: LIVE OAK.
 - A TOTAL OF 6 LANDSCAPE ISLAND TREES - SPECIES: CREPE MYRTLE
 - LANDSCAPE AREAS SHOWN SHALL BE BERMUDA GRASS.
 - FINAL DESIGN OF THE STORM/CURB INLETS TO BE DONE DURING THE BUILDING PERMIT PROCESS.

SURVEYOR:
JOHN NALL, JR. R.P.L.S.
PO BOX 120111
ARLINGTON, TX 76012
(817) 265-9780
CONTACT: JOHN NALL, JR. R.P.L.S.

OWNER:
ALDWIN ZIM
1804 RELIANCE PKWY
BEDFORD, TX 76021
(972) 841-3715
CONTACT: JOHN LUGENHEIM

Plotted By: Angela everheart
 Plot Date: Thursday, February 04, 2016 5:42:41 PM
 Plot Style: Table: Allison.ctb
 Save Date: Thursday, February 04, 2016 5:42:28 PM
 File Name: P:\Projects\ZIM1501 - Bedford Warehouse\DWG\SITE PLAN\ZIM1501 SITE PLAN.dwg



COMMERCE PLACE DRIVE
(A VARIABLE WIDTH RIGHT-OF-WAY)

RELIANCE PARKWAY
(UNDERGROUND UTILITY EASEMENT)

BLOCK 5 BEDFORD FORUM, PHASE ONE
VOLUME 388-74, PAGE 40
P.R.T.C.T.

OWNER:
ROBBINS PROPERTY CO. NO. 2, Ltd.
VOLUME 11816, PAGE 1010
D.R.T.C.T.
CALLED 7.489 ACRES
ZONED PUD
CURRENT LAND USE - INDUSTRIAL

OWNER:
ALDWIN ZIM et ux CHRISTINE ZIM
VOLUME 7871, PAGE 349
D.R.T.C.T.
CALLED 1.1415 ACRES
ZONED PUD
CURRENT LAND USE - INDUSTRIAL

LOT B, BLOCK 4 BEDFORD FORUM ADDITION
VOLUME 388-176, PAGE 37
P.R.T.C.T.

OWNER:
ALDWIN ZIM et ux CHRISTINE ZIM
VOLUME 7871, PAGE 389
D.R.T.C.T.
CALLED 1.607 ACRES

LOT 1, BLOCK 1 WESTPARK BUSINESS CENTER
VOLUME 388-145, PAGE 28
P.R.T.C.T.

LOT D, BLOCK 6 BEDFORD FORUM PHASE ONE
172,074 Square Feet
ZONED PUD

LOT 3, BLOCK 6 BEDFORD FORUM PHASE ONE
VOLUME 388-213, PAGE 98
P.R.T.C.T.

OWNER:
CITY OF BEDFORD, TEXAS
VOLUME 9207, PAGE 1763
D.R.T.C.T.

LOT 2, BLOCK 6 BEDFORD FORUM, PHASE ONE
VOLUME 388-159, PAGE 20
P.R.T.C.T.

OWNER:
SUSA PARTNERSHIP, L.P.
VOLUME 12407, PAGE 1022
D.R.T.C.T.

REV. 1
REV. 2
REV. 3
REV. 4
REV. 5
REV. 6
REV. 7
REV. 8
REV. 9
REV. 10

401 N. I-35, SUITE 102
Bedford, TX 76011
Phone (840) 380-9433
FAX (840) 380-9431
Texas Board of Professional Engineers
Registration Number: F-7898
info@ae-gp.com
Planning Communities - Designing the Systems that Serve Them



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF LEE K. ALLISON P.E. 53647

IT IS NOT TO BE USED FOR THE PURPOSES OF CONSTRUCTION, BIDDING, PERMITTING, ETC.

Drawn by: AE
Checked by: LKA

ALDWIN ZIM
 SITE PLAN
BEDFORD WAREHOUSES
 CITY OF BEDFORD, TARRANT COUNTY, TEXAS
 SITE PLAN



**ZIM WAREHOUSE
BEDFORD PARKWAY
BEDFORD, TX**

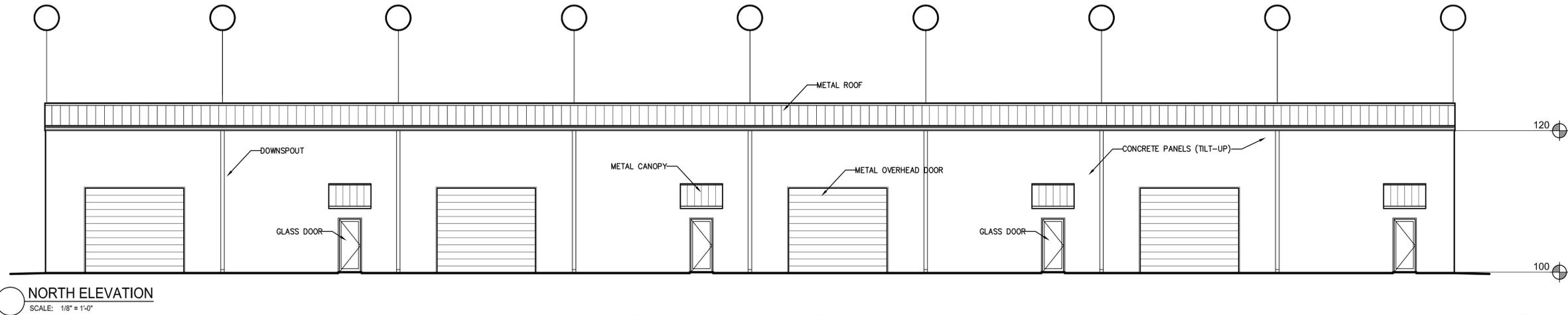
PROJECT No.
15705

DRAWING FILE:
705_ELEVATIONS

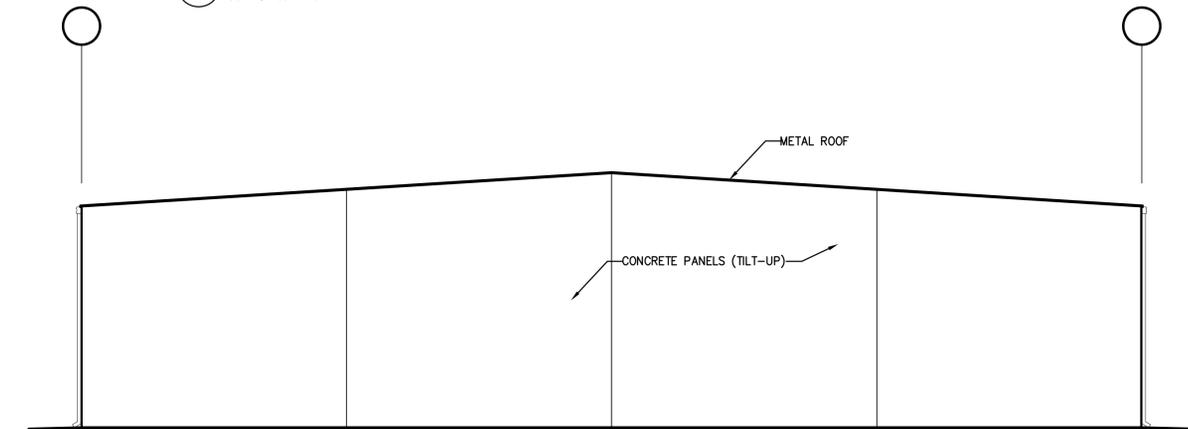
ISSUE DATE:
11/06/15

REVISIONS:
DATE: NOTE:

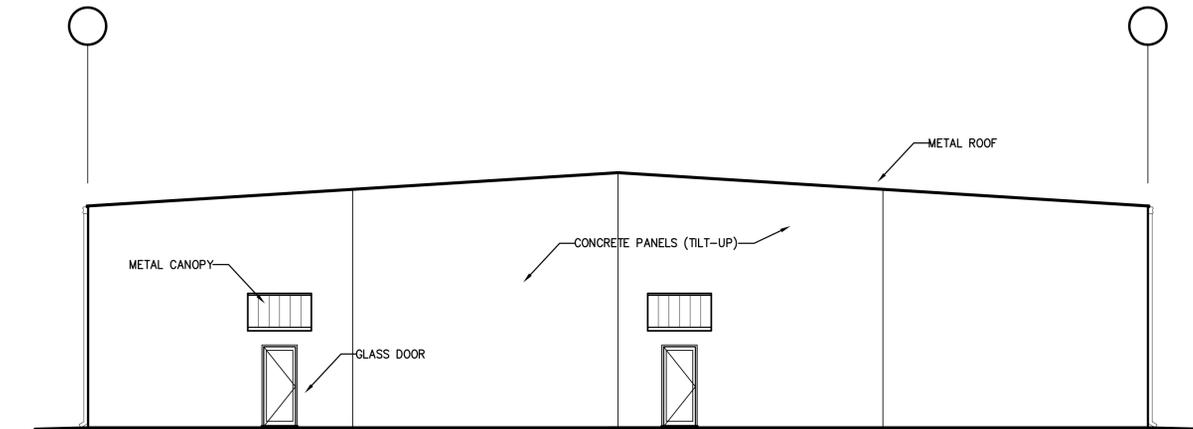
BUILDING ELEVATIONS
SITE PLAN APPROVAL
PD



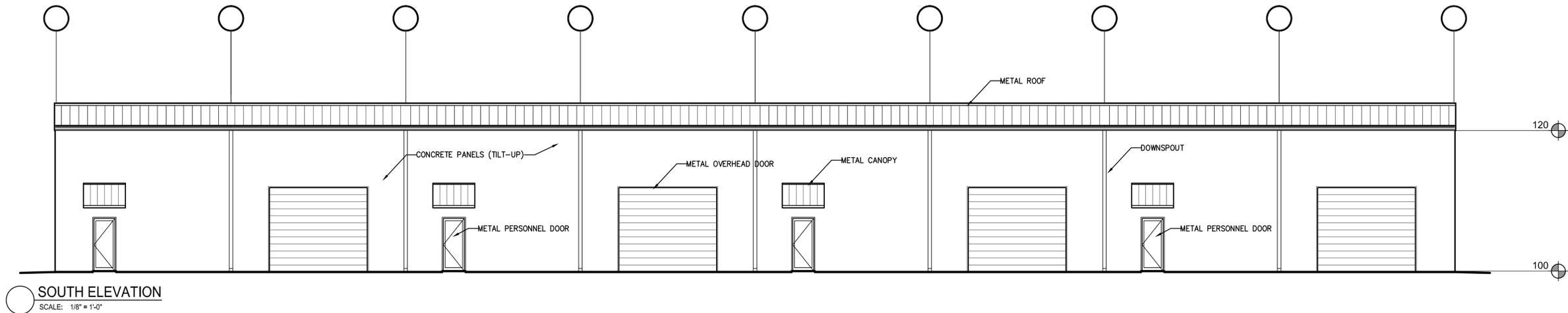
NORTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"

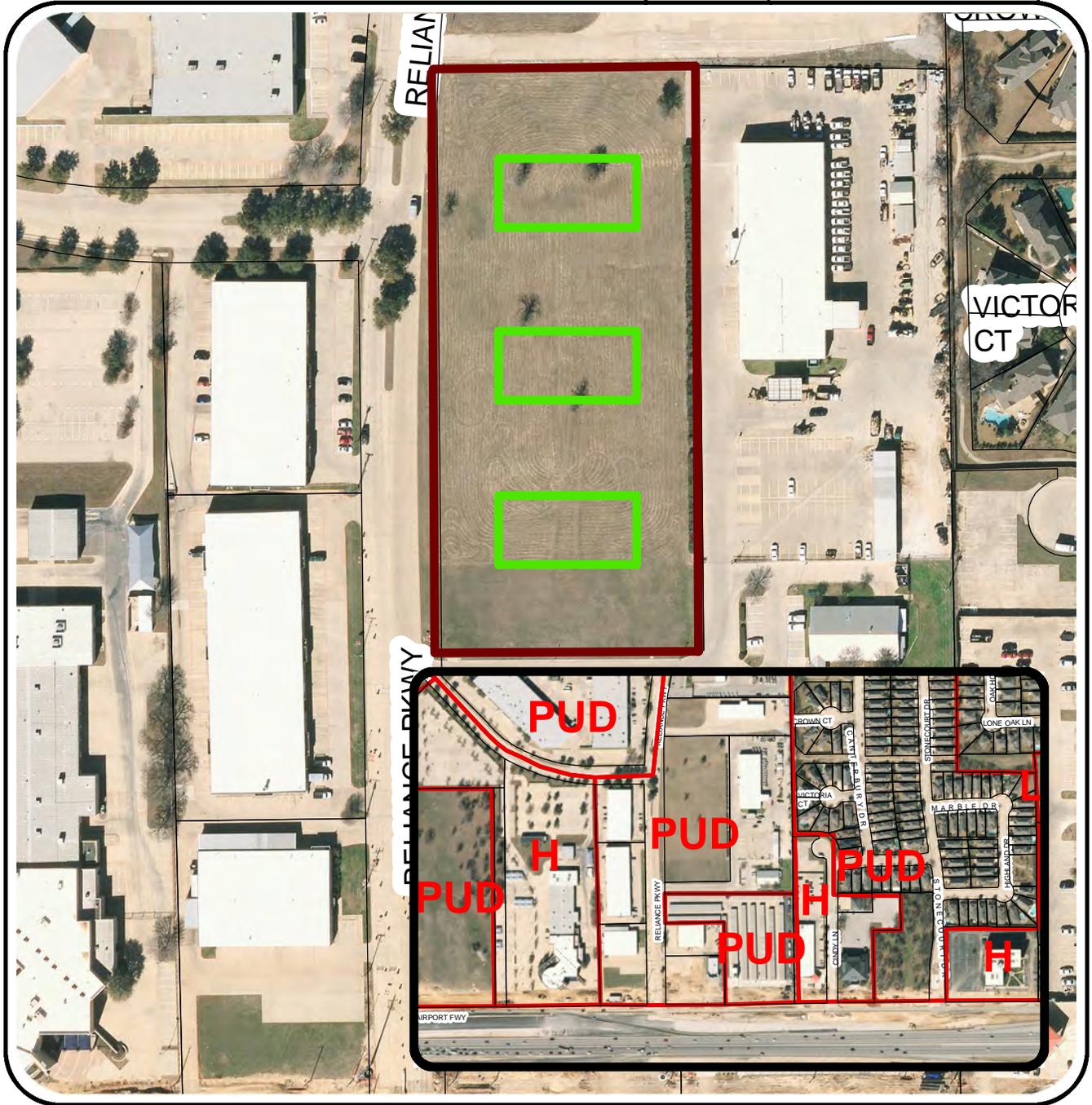


WEST ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

Z-287 1817 Reliance Parkway
Zoned "PUD" Planned Unit Development (Bedford Forum)



Legend

-  Proposed Property
-  Proposed Buildings

Applicants Signature of Acknowledgement

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

Z-287

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF FEBRUARY 11, 2016**

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: December 10, 2015 regular meeting**

Motion: Vice Chairman Hall made a motion to approve the meeting minutes of the December 10, 2015 regular meeting.

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

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

Nays: None

Abstention: None

Motion approved 7-0-0. Chairman Carlson declared the December 10, 2015 meeting minutes approved.

PUBLIC HEARINGS

- 1. Public hearing and consider a request to rezone Lot 1A, Block 6, Bedford Forum Addition, located at 1817 Reliance Parkway, Bedford, Texas from (PUD) Planned Unit Development to amended PUD, specific to Section 4.15 of the City of Bedford Zoning Ordinance, allowing for Aldwin Zim to construct three (3) twenty thousand (20,000) square foot warehouse buildings on the site. The property is generally located east of Reliance Parkway and north of Airport Freeway. (Z-287)**

Emilio Sanchez, Planning Manager, reviewed zoning case Z-287.

Aldwin Zim, the applicant, reviewed his request, which included a request to install red tip photinia shrubs to be planted along Reliance Parkway in place of street trees, as required by the Bedford Forum PUD.

The warehouses will be divided into four, 5000 square foot rooms to be leased speculatively as flex space.

The warehouse buildings will be built in phases.

Vice Chairman Hall asked about the wall at the back of the property. There is a fence from the edge of the concrete in the municipal complex.

John Lugenheim spoke regarding the retaining wall on the property, which will be as high as 9 feet and then tapers down to approximately 4 feet.

The photinias on the east side of the property are on the municipal property.

The crepe myrtle trees that are in front of the building will be removed.

Commissioner Austin asked how the landscape requirement for the amount of coverage that the six existing crepe myrtles must cover was determined.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF FEBRUARY 11, 2016**

DRAFT

Emilio Sanchez, explained that there is a tree requirement within the Bedford Forum PUD that is different from the landscaping ordinance, only green space is required within the Bedford Forum PUD for landscape.

Commissioner Austin asked what the landscape requirement parameters are in regard to adjusting the requirements to allow for a photinia wall on Reliance Parkway.

Emilio Sanchez read from the Bedford Forum PUD ordinance. All development shall be required to plant and maintain street trees, placed 50 feet apart. Trees permitted include Live Oak, Red Oak, Ascending Elm and Sycamore.

Commissioner Austin asked if there are electrical or telephone lines going down Reliance Parkway. There are electrical lines.

Emilio Sanchez showed a street view of the property in question.

Chairman Carlson opened the public hearing at 7:23 p.m.

Chairman Carlson closed the public hearing at 7:23 p.m.

Commissioner Sinisi asked if the prospective uses on the site would have to return for approval. Any allowed uses under the PUD district would be permitted under the definition of warehouse. The vote will be on the site plan only.

Chairman Carlson asked if the red tip photinias would be considered a stipulation upon approval.

Emilio Sanchez said that a landscape plan will be required from staff before the council meeting. The request could be added as a stipulation on the approval.

Vice Chairman Hall expressed concern regarding the loss of many trees.

Emilio Sanchez stated that the trees in the median will be gone, most likely regardless of the applicant's request, under a separate agreement.

Mr. Aldwin Zim expressed that he is stringent about who rents the property and wants tenants that will be successful.

Commissioner Sinisi expressed that if the buildings could be turned to face the street, it would be more aesthetic and serve the prospective businesses better.

Commissioner Reese also expressed concern regarding the loss of trees.

The commission decided to vote on the current site plan. The applicant may return to amend the site plan to request for different landscaping.

Mr. Zim explained the facing of the buildings to the south. There will be glass doors and windows on each side of the building.



CITY OF
BEDFORD

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

February 19, 2016

PLEASE DELIVER TO:

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

SENT VIA E-MAIL: clopez@star-telegram.com on Friday, February 19, 2016.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Sunday, February 21, 2016.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, March 8, 2016, 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 1A, Block 6, Bedford Forum Addition, located at 1817 Reliance Parkway, Bedford, Texas from Planned Unit Development (PUD) to amended PUD, specific to Section 4.15 of the City of Bedford Zoning Ordinance, allowing for Aldwin Zim to construct three (3) twenty thousand (20,000) square foot multi-tenant warehouse buildings on the site. The property is generally located east of Reliance Parkway and north of Airport Freeway. (Z-287)

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



Council Agenda Background

PRESENTER: Wendy Hartnett, Special Events Manager

DATE: 03/08/16

Council Mission Area: Encourage citizen involvement.

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Pyro Shows for the 2016 4thFest Fireworks Program in the amount of \$30,000.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

With the success of last year’s fireworks show, staff would like to continue working with Pyro Shows for the City of Bedford 4thFest Fireworks Program.

Pyro Shows has a 48-year history of providing fireworks entertainment throughout the world. From Stockholm, Sweden to San Sebastian, Spain and Abu Dhabi in the UAE to Taipei, Taiwan, Pyro Shows has competed in some of the most prestigious international competitions. Pyro Shows won first place in the North American Fireworks Competition in Norfolk, Virginia, and has had the honor of providing the 4th of July fireworks at the Washington Monument in Washington, D.C. since 1995. In addition to their lengthy repertoire, Mr. Frantz, the current Vice President for Pyro Shows, was the technician on the first Bedford fireworks production. He worked for Western Enterprises for many years, up to and including the 2008 show, and is familiar with the City’s fireworks display and location. This contract is considered a professional services contract; therefore, it is not subject to competitive bidding.

The audio issues during the 2015 show were a result of an unknown audio compatibility issue between the audio company and the fireworks provider. These issues will be alleviated by the use of a USB Flash drive for the music instead of the CD-R.

The price for the service in this contract has increased by \$1,000. The show provided by Pyro Shows will match the shell count used in previous years.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Pyro Shows for the 2016 4thFest Fireworks Program in the amount of \$30,000.

FISCAL IMPACT:

FY 2015-16 Fireworks Budget	\$29,000
Contract	<u>\$30,000</u>
Difference	(\$ 1,000)

ATTACHMENTS:

Resolution
Contract

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PYRO SHOWS FOR THE 2016 4THFEST FIREWORKS PROGRAM IN THE AMOUNT OF \$30,000.

WHEREAS, the City Council of Bedford, Texas desires to include a fireworks display at the annual 4thFest celebration; and,

WHEREAS, the City Council of Bedford, Texas recognizes that Pyro Shows has a 48-year history of providing fireworks entertainment throughout the world; and,

WHEREAS, Pyro Shows staff are familiar with the event site, having previously served as the technician for the on-site production of fireworks entertainment for the City of Bedford.

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 contract with Pyro Shows in the amount of \$30,000 for the 2016 4thFest Fireworks Program.

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

PRESENTED AND PASSED this 8th day of March 2016, 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

**PYRO SHOWS OF TEXAS
6601 NINE MILE AZLE ROAD
FORT WORTH, TX 76135**

Contract Agreement

This Agreement, made this ____ Day of March 2016, by and between **PYRO SHOWS OF TEXAS, Inc.**, a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas 76135, and hereinafter referred to as **PYRO SHOWS** and **CITY OF BEDFORD**, with its principle place of business located at 2000 Forest Ridge Dr., Bedford TX 76021, hereinafter referred to as "Customer."

WITNESSETH

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. FIREWORKS DISPLAY: PYRO SHOWS agrees to furnish to customer a firework display (hereinafter "SHOW") pursuant to our custom proposal 16-TX-07-04-CUST-30000-0023. The show will be given on the **4th Day of July, 2016**. In case of rainout, display show will be held on **July 5, 2016**.

II. CANCELLATION: PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon rain date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be **RESCHEDULED** to a mutually agreed upon date other than the previously agreed upon rain date, In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to **CANCEL** the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty percent (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.

III. SECURITY AREA: Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2010 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor, and submitted and approved, to PYRO SHOWS prior to the event.

IV. SITE CLEANUP: PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of fireworks debris located in and around fallout zone.

V. INDEMNIFICATION AND HOLD HARMLESS: PYRO Shows shall indemnify, release and hold the City of Bedford (which term shall include the City's elected and appointed officials, employees, agents, volunteers and attorneys) from and against all claims, lawsuits, and liabilities caused in whole or in part from the Show." To the extent permitted by law, Customer agrees to release PYRO SHOWS from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

VI. AMENDMENT & ASSIGNMENT: To the extent permitted by law, this agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

VII. PERMITS AND LICENSES: PYRO SHOWS shall be responsible for and Customer agrees to assist PYRO SHOWS in the acquisition and maintenance of all necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. **Any expenses for security or stand by fire protection shall be the responsibility of the customer.** It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Texas, and any suit involving this contract shall be brought in the Courts of Tarrant County in the State of Texas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction.

VIII. COMPLIANCE WITH OTHER LAWS AND REGULATIONS: Except as provided for in Section VII. PERMITS AND LICENSES, promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and release PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

IX. LATE PAYMENT: PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XV, unless this provision is prohibited by law.

X. ADVERTISEMENT AND PROMOTIONS: Customer agrees to state that fireworks display is being provided by Pyro Shows in all advertisements and promotions. Furthermore, Customer agrees to allow Pyro Shows to use sponsors name in Pyro Shows list of clients and any Pyro Shows advertisements and promotions.

XI. COMPLAINTS: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XII. WORKER'S COMPENSATION/EMPLOYEES: PYRO SHOWS shall provide Worker's Compensation insurance for its employees only.

XIII. INSURANCE: Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer and Customer's Sponsors as additional insured's under the terms of this coverage. Pyro Shows of Texas, Inc. will provide a certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

XIV. PAYMENT TERMS: THE CITY OF BEDFORD shall pay PYRO SHOWS \$30,000 plus all applicable taxes according to the terms and conditions set forth in the attached Proposal for presenting the Show. Customer shall submit a 50% deposit (\$15,000) upon return of signed contract by March 30, 2016. Balance will be due in PYRO SHOWS office prior to the day of show.

XV. TAXES: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be payable to PYRO SHOWS OF TEXAS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY: _____ Date _____
Steve Frantz, Vice President

CUSTOMER

BY: _____ Date _____
Signature Print Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



Council Agenda Background

PRESENTER: Brandi West, Grants Administrator

DATE: 03/08/16

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

ITEM:

Consider a resolution of the City Council of Bedford, Texas, authorizing the submission of the grant application for a Repeat Victimization Unit Storefront to the Office of the Governor, Criminal Justice Division.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Police Department was recently made aware of a competitive grant through the Office of the Governor, Criminal Justice Division.

Through this grant, the Police Department will be seeking funding in the amount of \$30,828 to continue to support the storefront FY2017 operation for the Repeat Victimization Unit (RVU). The funding would cover the monthly lease expenses, utilities, and common area maintenance for one year. In February 2016, the Police Department received notification of a one-year grant award for RVU storefront operations. This funding included the lease payment, maintenance and utilities for FY2016.

Working with community resources, the goal of the RVU is two-pronged:

- (1) Develop a rapport with victims in order to help facilitate the process of getting them connected with the necessary services and assistance that they need; and,
- (2) Reduce the number of police officer calls for service to the same location and/or same subjects.

The Police Department has three full-time police officers assigned to this Unit. In late 2014, the City of Hurst entered into an Interlocal Agreement to partner with the City of Bedford in a collaborative effort to streamline resources for this specialized Unit. The merging of the two cities was a logical endeavor as the cities of Bedford, Hurst, and Euless share a Mental Health Coordinator and a Crime Victims/Domestic Violence Coordinator position. Further, the City of Hurst has assigned one officer to this specialized unit.

The Office of the Governor, Criminal Justice grant does not require a cash match.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution of the City Council of Bedford, Texas, authorizing the submission of the grant application for a Repeat Victimization Unit Storefront to the Office of the Governor, Criminal Justice Division.

FISCAL IMPACT:

Future costs associated with the rent and utilities will be funded either through a grant or be brought before the City Council for budget consideration.

ATTACHMENTS:

Resolution

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF BEDFORD, TEXAS, AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION FOR THE REPEAT VICTIMIZATION UNIT STOREFRONT TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION.

WHEREAS, the City Council of Bedford, Texas finds it in the best interest of the citizens of Bedford that the Repeat Victimization Unit storefront be operated for the 2016-17 calendar years; and,

WHEREAS, the City Council of Bedford, Texas agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City of Bedford assures that the funds will be returned to the Criminal Justice Division in full; and,

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

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

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

SECTION 2. That the City Council of Bedford, Texas, authorizes the submission of the grant application for the Repeat Victimization Unit Storefront to the Office of the Governor, Criminal Justice Division.

PRESENTED AND PASSED this 8th day of March 2016, 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:

City Attorney

Grant Number: 2815002



Council Agenda Background

PRESENTER: Brandi West, Grants Administrator

DATE: 03/08/16

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

ITEM:

Consider a resolution of the City Council of Bedford, Texas, authorizing the submission of the grant application for a new Canine Unit and vehicle to the Office of the Governor, Criminal Justice Division.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Police Department was recently made aware of a competitive grant through the Office of the Governor, Criminal Justice Division.

Through this Justice Assistance Grant (JAG), the Police Department will be seeking funding in the amount of \$69,520 for a new Canine Unit. The Bedford Police Department has employed a canine program since 2010. The current canine has served the City for six years and will be ready for retirement at the close of 2016.

Assigned to the Patrol Division of the Bedford Police Department, the Canine is a dual purpose dog trained in narcotics detection, criminal apprehension, tracking and building searches. With the request of \$69,520, the Bedford Police Department will purchase one new dog, one new canine vehicle, training for the dog, handler and decoy, and associated training and safety equipment for the dog. The dog will be dual trained in narcotics detection and patrol functions. The vehicle, a standard Patrol SUV, will be fully equipped with an aluminum full-across canine insert, and dual-purpose canine door popper, a monitoring system with heat, smoke, and carbon monoxide detectors, and electric window fan kit. Personal safety equipment for the canine will include a canine ballistic vest.

The Office of the Governor, Criminal Justice grant does not require a cash match.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution of the City Council of Bedford, Texas, authorizing the submission of the grant application for a Canine Unit and vehicle to the Office of the Governor, Criminal Justice Division.

FISCAL IMPACT:

After grant funding is expended, the City will provide for annual certifications and trainings. The care and maintenance of both the dog and vehicle are currently included in the Patrol Division's budget.

ATTACHMENTS:

Resolution

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF BEDFORD, TEXAS, AUTHORIZING THE SUBMISSION OF THE GRANT APPLICATION FOR THE CANINE UNIT AND VEHICLE TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION.

WHEREAS, the City Council of Bedford, Texas finds it in the best interest of the citizens of Bedford that the K-9 Unit be continued for the 2016-17 calendar years; and,

WHEREAS, the City Council of Bedford, Texas agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City of Bedford assures that the funds will be returned to the Criminal Justice Division in full; and,

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

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

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

SECTION 2. That the City Council of Bedford, Texas, authorizes the submission of the grant application for the Canine Unit and vehicle to the Office of the Governor, Criminal Justice Division.

PRESENTED AND PASSED this 8th day of March 2016, 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:

City Attorney

Grant Number: 2815002



Council Agenda Background

PRESENTER: Jeff Gibson, Police Chief

DATE: 03/08/16

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

ITEM:

Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement with the City of Hurst and the City of Euless for the space sharing arrangement of a police sub-station.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

In November 2014, the Police Department entered into an Interlocal Agreement with the City of Hurst for the use of a shared police sub-station (storefront) located in Hurst, Texas for the purposes of housing community oriented programs for the Cities of Hurst and Bedford Police Departments.

The City of Euless has agreed to partner with the Cities of Hurst and Bedford in a collaborative effort to streamline resources for this specialized Unit, requiring a new Interlocal Agreement between the three cities. The merging of Hurst, Euless and Bedford is a logical endeavor as the cities share a Crime Victims/Domestic Violence Coordinator position and a Mental Health Coordinator position, both of which serve all three cities.

The storefront currently houses three officers from Bedford and four officers and one secretary from Hurst. The City of Euless will provide one full-time officer. Additionally, there are the shared positions of Crime Victims/Domestic Violence Coordinator and the Mental Health Coordinator. Hurst and Bedford each have a part-time volunteer assigned to the storefront.

The location of the storefront operation remains along the shared city limit of Bedford and Hurst at 752 East Pipeline Road, Hurst, Texas. The City of Hurst serves as the lessee and will sublease a portion of this facility to the City of Bedford and to the City of Euless.

The Interlocal Agreement outlines the parties, authority, terms and conditions, services and responsibilities, payments and compensation, notice and general provisions. The Agreement is scheduled to terminate on or about December 31, 2020.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an Interlocal Agreement with the City of Hurst and for the City of Euless for the space sharing arrangement of a police sub-station.

FISCAL IMPACT:

The fiscal impact of the storefront lease is funded through the FY 2016 Justice Assistance Grant (JAG).

ATTACHMENTS:

Resolution
Interlocal Agreement

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF HURST AND THE CITY OF EULESS FOR THE SPACE SHARING ARRANGEMENT OF A POLICE SUB-STATION.

WHEREAS, the City Council of Bedford, Texas has determined that the storefront is a collaborative effort that will benefit the citizens of Hurst, Euless and Bedford; and,

WHEREAS, the City Council of Bedford, Texas acknowledges the City of Hurst as the lease holder of the storefront with the City of Bedford and City of Euless being the sub-lessees; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that the purpose of an Interlocal Agreement is to enhance the working relationship between the City of Hurst, City of Euless and the City of Bedford in order to facilitate the lease of a shared storefront operation.

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

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

SECTION 2. That the City Council authorizes the City Manager to enter into an interlocal agreement with the City of Hurst and City of Euless for the space sharing arrangement of a police sub-station.

PRESENTED AND PASSED this 8th day of March 2016, 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

INTERLOCAL AGREEMENT
BETWEEN CITY OF HURST, TEXAS
AND
CITY OF BEDFORD, TEXAS
AND
CITY OF EULESS, TEXAS
FOR SPACE SHARING ARRANGEMENT OF
POLICE SUB-STATION

I.
Parties

This agreement is made and entered into by the City of Hurst, Texas, hereinafter referred to as “Hurst”, the City of Bedford, Texas, hereinafter referred to as “Bedford” and City of Eules, hereinafter referred to as “Eules” jointly referred to as the “Cities” or “Parties” in regard to the shared use of the Police sub-station, hereafter referred to as the “Storefront” located at 752 East Pipeline Road, Hurst, Tarrant County, Texas.

II.
Authority

Pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act (the “Act”) as amended, the parties are empowered to contract with each other for the performance of government functions, including police protection. The Cities will provide officers and other employees to staff the police sub-station as set forth in this Agreement.

III
Terms & Conditions

3.1 Term-General

In consideration of the mutual covenants and agreements, contained herein, as well as other good and valuable concerns the parties agree that the term of this Agreement shall be for 4 years 9 months commencing on or about March 1, 2016 and scheduled to terminate on or about December 31, 2020.

3.2 Term – Earlier Termination

This Agreement is anticipated to last for the term of the Building Sublease for the location. Upon earlier termination of the sublease, the Agreement shall cease and may be renegotiated.

IV.
Services and Responsibilities

4.1 Number of Employees. The parties agree that a total of twelve employees shall work in the Storefront. Bedford will provide three full-time officers, Eules will provide one full-time officer and Hurst will supply four full-time officers and a secretary. Hurst, Eules and Bedford

will share the funding of two positions: a Crime Victims Coordinator and a Mental Health Coordinator. Hurst and Bedford may each have a part-time volunteer

As set forth in the above paragraph, Hurst will be responsible for five full-time employee positions and one-third of the two shared positions, Bedford will be responsible for three full-time positions and one-third of the two shared positions and Euless will be responsible for one full-time police officer and one-third of the two shared positions.

4.2 Supervision.

(a) Each full-time position remains under the control and supervision of the employing City at all times and shall remain City employees, entitled to the same benefits and subject to the same restricts as any other city employee. All employees providing services under this Agreement shall be acting in the course and scope of their employment with their respective City at all times and while engaged in the performance of the services described herein.

V.

Payments and Compensation

5.1 Rent. The Sublease payments are calculated at thirty four thousand dollars (\$34,000.00) annually. The payments shall be seventeen thousand three hundred thirty nine dollars and ninety cents (\$17,339.90) for Hurst; eleven thousand nine hundred dollars and five cents (\$11,900.05) for Bedford; and four thousand seven hundred sixty dollars and five cents per year (\$4,760.05) for Euless.

5.2 Taxes. The Cities agree to pay the required tax payments as follows: Hurst will waive the applicable city taxes if possible, and if not, Hurst will be responsible for the city taxes owed to Hurst. Hurst, Euless and Bedford will split the other tax payments with Hurst paying fifty-one percent (51%); Bedford paying thirty-five percent (35%); and Euless paying fourteen percent (14%).

5.3 Other payments The Cities agree to split all shared payments, including but not limited to insurance, utilities, common area expenses (if any), subtenant payments under the Lease and sublease and any other payments with Bedford paying thirty-five percent (35%) of such payments; Hurst paying fifty-one percent (51%) of such payments and Euless paying fourteen percent (14%).

VI.

Notice

Any notice given pursuant to this Agreement shall be in writing and may be accomplished through personal delivery, certified mail, return receipt requested or a nationally recognized overnight delivery service at the address of the respective parties below.

Hurst:

Hurst Police Chief

Hurst Police Department

825 A Thousand Oaks Drive
Hurst, Texas 76054
Telephone 817-788-7125

Bedford

Bedford Police Chief
Bedford Police Department
2121 L. Don Dodson Drive
Bedford, Texas 76021
Telephone 817-952-2440

Eules

Eules Police Chief
Eules Police Department
1102 West Eules Blvd
Eules, TX 76040
817-685-1500

VII.
General Provisions

7.1 All parties agree to cooperate with each other at all times during the term herein in order to achieve the purposes and intent of the Agreement. Each party acknowledges and represents that their respective governing body has authorized this Agreement.

7.2 This Agreement contains the entire agreement between the Parties respecting the subject matter herein and supersedes all prior understandings and agreements between the Parties regarding such matters. The Agreement may not be modified or amended except by written agreement duly executed of all parties involved.

7.3 The Parties acknowledge and confirm this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Act.

7.4 Any clause, sentence, paragraph, or article of this Agreement which is determined by a court or competent jurisdiction to be invalid, illegal or unenforceable in any respect shall be severed from the remainder of the Agreement and shall not be deemed to impair, invalidate or nullify the remainder of the Agreement.

7.5 This Agreement shall be construed in accordance with the laws and constitution of the State of Texas. All obligations hereunder are performable in Tarrant County, Texas and venue for any cause of action under this Agreement shall be in Tarrant County, Texas.

The person or persons signing this Agreement on behalf of the Parties warrant and guarantee to having been duly authorized to execute this Agreement. The signatures and dates are noted below.

CITY OF HURST

By: _____
W. Allan Weegar, City Manager

Date: _____

CITY OF BEDFORD

Roger Gibson, City Manager

Date: _____

CITY OF EULESS

By: _____
Loretta Getchell, City Manager

Date: _____



Council Agenda Background

PRESENTER: Jeff Gibson, Police Chief

DATE: 03/08/16

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

ITEM:

Consider a resolution authorizing the City Manager to purchase a new Mobile Message Switch and related components from Tyler Technologies, Inc., in the amount of \$18,250.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Mobile Message Switch (MMS) provides a protected venue for the sharing of data between the CAD System (Dispatch) and the Mobile application on the mobile computers used in Police and Fire/EMS emergency vehicles. The current device has been operational for approximately 12-14 years, although the average life expectancy of such technology normally does not exceed eight years. Without a MMS, communication between CAD and Mobile would cease to function. Recently, there have been several incidents where the MMS failed, resulting in emergency personnel having to call into the Dispatch center for all communications. Resetting of the MMS requires Police Department personnel to contact New World/Tyler Technologies for assistance in restarting the MMS.

Funding in the amount of \$5,000 will come from the 2002 General Obligation Bonds for Public Safety Improvements for the MMS. Funding in the amount of \$10,750 will come from the Tarrant County 9-1-1 District PSAP Assistance Program Funding for the Third Party Vendor (IBM) Software and Hardware. Representatives from Tyler Technology will travel to the City for configuration and installation, of which the travel costs will be covered by the Information Technology Department through identified savings in the current budget. The travel costs are estimated at \$2,500.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase a new Mobile Message Switch and related components from Tyler Technologies, Inc., in the amount of \$18,250.

FISCAL IMPACT:

Public Safety Improvements 2002 General	
Obligation Bonds Balance:	\$15,768.31
Message Switch:	<u>\$ 5,000.00</u>
Balance:	\$10,768.31
Tarrant County 9-1-1 District PSAP:	\$10,750.00
Information Technology Budget	
Travel Costs (estimate):	\$ 2,500.00
Total Project Cost:	\$18,250.00

ATTACHMENTS:

Resolution Agreement

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A NEW MOBILE MESSAGE SWITCH AND RELATED COMPONENTS FROM TYLER TECHNOLOGIES, INC., IN THE AMOUNT OF \$18,250.

WHEREAS, the replacement of the Mobile Message Switch is necessary for the daily operation of the Police and Fire Departments; and,

WHEREAS, Tyler Technologies, Inc. is the software provider for the Police Department's CAD and Records Management system; and,

WHEREAS, the City Council of Bedford, Texas recognizes the need to replace the message switch and related equipment through Tyler Technologies, Inc. to ensure compatibility.

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 hereby authorizes the City Manager to purchase a new Mobile Message Switch and related components from Tyler Technologies, Inc., in the amount of \$18,250.

SECTION 3. That funding in the amount of \$5,000 will come from the 2002 General Obligation Bonds for Public Safety Improvements for the MMS; funding in the amount of \$10,750 will come from the Tarrant County 9-1-1 District PSAP Assistance Program Funding for the Third Party Vendor (IBM) Software and Hardware; and funding estimated at \$2,500 will come from the Information Technology budget for representatives from Tyler Technology to travel to the City for configuration and installation.

PRESENTED AND PASSED on this 8th day of March, 2016 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

November 19, 2015

ADDITIONAL SERVICES AND THIRD PARTY AGREEMENT

Ms. Kelli Agan
The City of Bedford
2000 Forest Ridge Drive
Bedford, TX 76021

Dear Ms. Agan:

New World Systems is pleased to provide additional services and third party products for implementation of a New Mobile Message Switch.

The attached forms (Exhibits B and Appendix 1) are to be reviewed and approved by you and/or your authorized representative. They describe the additional services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

Tyler Technologies Inc
NEW WORLD SYSTEMS® CORPORATION
(New World)

THE CITY OF BEDFORD, TEXAS
(Customer)

By: *[Signature]*
Authorized Signature Title

By: *[Signature]* City Manager
Authorized Signature Title

By: *[Signature]* Asst. City Manager
Authorized Signature Title

Date: 1-7-16

Date: 12/23/15

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING IS VALID THROUGH DECEMBER 15, 2015.

EXHIBIT B
ADDITIONAL SUPPORT SERVICES AND FEES

1. Service Fees and Travel Costs

The fixed fee for Message Switch Operating System Assurance will be \$5,000. (Plus all actual and reasonable travel expenses and time incurred by **New World** divided proportionately between all **New World** customers visited on a single trip. Travel costs are estimated at \$2,000 per trip.) The installation and training support services are typically performed at **Customer's** premises but may be provided at **New World** national headquarters in Troy, Michigan. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out of pocket costs and lost revenues.

Additional support services provided by **New World** outside the scope of this Agreement will be provided at the **Customer's** daily rate in effect at that time, currently \$1,200 per day.

2. Message Switch Operating System Assurance Service

New World shall provide Message Switch Operating System Assurance. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. On-site installation is required. **Customer** will be responsible for the actual travel expenses and time.

- a) Message Switch Operating System Assurance Services:
- Operating System Assurance and Software Installation Services
 - Unpack and assemble hardware
 - Verify core hardware functionality (network/video/storage devices/usb)
 - Install and update AIX Operating System
 - Install and update applicable system manual pages
 - Set AIX environment variables
 - Build system user-ids and applicable authorizations
 - Install and stage message handler and compilers
 - Verify and allocate disk space
 - Mirror hard drives and boot sequencing
 - Migrate all Message Switch data from the old server to the new server
 - Configure devices on the new server (Ethernet cards, print queues, tty's, etc.)
 - Verify all scripts are adjusted for new machine
 - Migrate all source code from old machine to the new machine
 - Compile **New World** Message Switch programs
 - Assure Message Switch operation in the live environment
 - Adjust any tables as needed during the assurance phase
 - Setup automatic "cron" jobs
 - Complete full system and log backups
 - Perform any necessary administrator training

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

3. Payments for Services and Travel Costs

Support Services will be billed as follows:

a) Amount invoiced upon the Effective Date (100%)	\$5,000
TOTAL DUE	<u>\$5,000</u>

All travel costs will be billed weekly for the previous calendar week. Any taxes or fees imposed from the course of this Agreement will be calculated and added as applicable to each billing and are the responsibility of the **Customer**. **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**. **Payments are due within fifteen (15) days from receipt of invoice.**

COPY

APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES

November 18, 2015

This agreement (**Agreement**) between the **The City of Bedford, Texas (Customer)** and **New World Systems® Corporation, (New World)** is to cover the procurement of Third Party products and services by **New World for Customer**.

The attached configuration (Exhibit 1) describes the Third Party products and services that **New World** will obtain for **Customer**. By their written approval below, **Customer** authorizes **New World** to order the Exhibit 1 products for delivery to:

Bedford Police Department
Attn: Chief Gibson
2121 L. Don Dodson Drive
Bedford, TX 76021

Upon execution of this **Agreement**, a down payment of 50% of the Exhibit 1 cost is due. The balance is due upon delivery of the Third Party products. **Customer** agrees that failure to pay the amount billed within fifteen (15) days will result in a daily finance charge equal to .1% (.001) of the Exhibit 1 cost. If applicable, the finance charge will be computed and invoiced separately based on the receipt of **Customer's** payment to **New World** for Exhibit 1 amounts due. **Customer** agrees to pay all applicable finance charges (if any) promptly.

Customer is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **Customer's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

The Exhibit 1 components and cost may only be changed by mutual agreement of the parties. If a change order in the configuration requires additional costs, **New World** shall notify **Customer** of the additional costs and with **Customer's** approval these costs shall be borne by **Customer**. Without such approval, the change order will not be processed.

Customer shall or may be required to execute selected agreements with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **Customer's** authorized signature on said **Agreements**. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the **Agreements**.

EXHIBIT 1
CONFIGURATION

MESSAGE SWITCH	
SYSTEM HARDWARE	INVESTMENT
IBM POWER 7 Model 710 Express 8231-E1D	\$7,650
- (2) RDX 320GB Removable Disk Drives (System Backup)	
- USB Internal Docking Station for Removable RDX Disk Drives	
- PCIe2 LP 4-Port 1GbE Adapter	
- (2) 146GB 15K-RPM SFF SAS Disk Drives	
- Primary OS - AIX	
- 8GB System Memory	
- Power GXT145 Graphics Adapter	
- (2) 1725W AC Power Supplies (Primary & Redundant)	
- SATA Slimline DVD-RAM	
- (2) 6' Power Cords, 125V, 15A - Plug Type #4	
- Chassis with One Processor Planar	
- 4 Core 3.6GHz POWER 7 Processor Module	
- (2) Factory Deconfiguration of 1-Core	
- Language Group Specify - US English	
Total System Hardware	\$7,650
SYSTEM SOFTWARE	INVESTMENT
IBM POWER 7 Model 710 Express 8231-E1D	
- IBM AIX Standard Edition Ver. 7.1	N/C
- Per Processor Activation, 2 Core	\$1,000
- DVD Process Charge	\$350
Total System Software	\$1,350
IBM SERVICES	INVESTMENT
IBM POWER 7 Model 710 Express 8231-E1D	
- 3 Year HW/SW Maintenance, 24X7X4 WSU	\$1,750
Total IBM Services	\$1,750
TOTAL INVESTMENT	<u>\$10,750</u>

ADDENDUM

This Addendum is made as of the last signature date set forth below ("Addendum Effective Date") by and between Tyler Technologies, Inc., a corporation in good standing under the laws of Delaware, with offices at One Tyler Drive, Yarmouth, ME 04096 ("Tyler"), and the customer identified in the signature block (the "Customer").

WHEREAS, Customer selected New World Systems Corporation ("New World") to provide certain software and related services pursuant to a license and services agreement (the "Agreement"); and

WHEREAS, on November 16, 2015, New World merged with and into Tyler, with Tyler being the surviving entity (the "Merger"), and Tyler and Customer desire to update the Agreement with this Addendum.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Customer agree as follows:

1. Effective as of the Merger, Tyler became the successor-in-interest to New World and assumed all rights and obligations of New World under the Agreement.
2. All references in the Agreement to "New World," "NWS," or other similar naming conventions shall now be understood to refer to Tyler.
3. Until further notified by Tyler, the location of Customer's payments as set forth in the Agreement remains unchanged. Where Customer is required to provide notice under the Agreement, that notice shall be provided to:

Tyler Technologies, Inc.
 One Tyler Drive
 Yarmouth, ME 04096
 Attention: Associate General Counsel

4. Tyler represents that the Tyler signatory to the Agreement and this Addendum is an authorized signatory, and that by such signature, Tyler is bound to the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect, and this Addendum shall be governed by and construed in accordance with those terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the dates set forth below.

Tyler Technologies, Inc.

Customer Name: Bedford, Texas

By: [Signature]

By: [Signature]

Name: Greg Sebastian

Name: ROGER GIBSON

Title: President, Public Safety Division

Title: CITY MANAGER

Date: 1-7-16

Date: 1-26-2015

Customer Address:
2121 L. Don Dodson Drive
Bedford, TX 76021



Council Agenda Background

PRESENTER: Meg Jakubik, Strategic Services Manager

DATE: 03/08/16

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a Settlement and Release Agreement with Oncor Electric Delivery Company LLC regarding audit findings for unmetered streetlights.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City of Bedford pays electricity charges for streetlights within the City's jurisdiction that provides safety and security to the streets of Bedford. Due to the number of streetlights, there are not individual meters for streetlights. The City of Bedford pays Oncor for electricity of these lights based on the number of lights in operation and a fee schedule based on the type of light.

Recently, in conjunction with the Oncor Cities Steering Committee, Oncor conducted a survey of all lights billed to the City of Bedford. At that time, Oncor identified lights that were listed and operational, lights that were no longer present, and lights that have not previously been billed. After calculating all changes, it was determined that the City of Bedford has been paying for more lights than are currently in operation. The audit summary is attached.

Information is not available to determine how long and when the changes in lights caused the resultant overcharge. Therefore, Oncor is proposing a Settlement and Release Agreement that will make a one-time payment, which includes an amount for the service charges for the lights and the associated estimated electric usage. For the City of Bedford, the one-time payment is \$20,775.48. The bill in regards to street lights has been corrected for all future payments.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Settlement and Release Agreement with Oncor Electric Delivery Company LLC regarding audit findings for unmetered streetlights.

FISCAL IMPACT:

General Fund Revenue: \$20,755.48

ATTACHMENTS:

Resolution
Settlement & Release Agreement
Oncor Streetlight Audit Summary

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SETTLEMENT AND RELEASE AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY LLC REGARDING AUDIT FINDINGS FOR UNMETERED STREETLIGHTS.

WHEREAS, the City Council of Bedford, Texas recognizes that streetlights improve the safety and security of outdoor areas for the citizens of Bedford; and,

WHEREAS, the City of Bedford currently pays for the service and electricity of streetlights based on a schedule and count of streetlights in use; and,

WHEREAS, Oncor Electric Delivery Company LLC conducted an audit to determine the number of unmetered streetlights in operation in comparison to current records; and,

WHEREAS, it was found that for an undetermined period of time, Oncor's billings have been inaccurate with respect to the number and/or type and/or size of streetlights for which the City is an end-use customer; and,

WHEREAS, the City Council of Bedford, Texas and Oncor Electric Delivery Company LLC wish to avoid the expense of proceedings at either the Public Utility Commission of Texas or state district court.

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

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

SECTION 2. That the City Manager is authorized to enter into a Settlement and Release Agreement with Oncor Electric Delivery Company LLC, attached as Exhibit "A" and incorporated herein, regarding audit findings for unmetered streetlights.

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

PRESENTED AND PASSED on this 8th day of March 2016, 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

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is made and entered into as of November 9, 2015 (the "Effective Date") by and between Oncor Electric Delivery Company LLC ("Oncor") and the City of Bedford, Texas (the "City").

WHEREAS, Oncor and the City agree that Oncor and its predecessors in interest have been billing – either directly to the City prior to the start of retail competition in January 2002 or to retail electric providers serving the City since the start of retail competition in January 2002 – for providing service to unmetered street lights (the "Street Lights") for which the City is the end-use customer; and

WHEREAS, Oncor and the City agree that Oncor's billings have, for an undetermined period of time, been inaccurate with respect to the number and/or type and/or size of Street Lights for which the City is the end-use customer; and

WHEREAS Oncor and the City recognize that the information is not readily available to determine the exact number, type and size of streetlights provided by Oncor during the past; and

WHEREAS the overbilling of street light numbers has resulted in City paying excess charges not only for transmission and distribution service, but also for energy; and

WHEREAS, Oncor and the City wish to avoid the expense of proceedings at either the Public Utility Commission of Texas or state district court; and

WHEREAS, Oncor wishes to avoid the expense Oncor would incur if it were required to cancel/rebill prior bills or invoices to the City or to the City's retail electric provider(s).

NOW, THEREFORE, in order to fully and finally resolve all disputes and claims arising out of or related to the billings by Oncor, Oncor's predecessors in interest, the City's retail electric providers, and the affiliated companies of each, for electricity consumed by the Street Lights, and for the mutual covenants set forth in this Agreement, the adequacy and sufficiency of which is acknowledged, Oncor and the City agree as follows:

1. PAYMENT TO THE CITY

No later than 30 days after the latest signature date set below, Oncor will pay the City the sum of \$20,755.48.

2. RELEASE OF ONCOR AND ITS AFFILIATES, AND OF RETAIL ELECTRIC PROVIDERS WHO PROVIDED STREET LIGHT SERVICE TO THE CITY

The City, on behalf of itself and its successors and assigns and any and all persons, entities or municipalities claiming by, through or under them, hereby **RELEASES, DISCHARGES AND ACQUITS**, forever and for all purposes, Oncor, its predecessors in interest, and each of their respective agents, employees, officers, directors, shareholders, partners, insurers, attorneys, legal representatives, successors, and assigns, as well as all affiliated companies, including TXU Energy Company LLC and its subsidiaries, as well as all retail electric providers from whom the City has taken retail electric service, for Street Lights from and against any and all liability which they now have, have had, or may have, and all past, present and future actions, causes of action, claims, demands, damages, costs, expenses, compensation, losses, and fees of any kind or nature whatsoever, whether known or unknown, fixed or contingent, in law or in equity, whether asserted or unasserted, whether now existing or accruing in the future, arising out of or related to the calculation, reporting, billing or invoicing of charges to the City for electric service for Street Lights through November 9, 2015.

3. AGREEMENT AS TO ACCURACY OF CURRENT STREET LIGHT BILLING INFORMATION

City does not dispute and agrees not to dispute that the current Street Light billing information being used by Oncor for the City's Street Lights, including but not limited to the number, types and sizes of Street Lights, as detailed on Attachment A, is accurate as of November 9, 2015.

4. WARRANTY AS TO AUTHORITY

Oncor and the City each warrant that the person executing this Agreement on their behalf has the authority to bind the entity for whom such person signs this Agreement.

5. MISCELLANEOUS PROVISIONS

A. The parties acknowledge and agree that the terms of this Agreement are all contractual and not mere recitals.

B. The parties acknowledge that they have read this Agreement in its entirety, understand its terms, and that this Agreement is entered into voluntarily, without duress, and with full knowledge of its legal significance.

C. This Agreement may not be modified in any manner, nor may any rights provided for herein be waived, except in an instrument in writing signed by each party.

D. This Agreement shall be construed in accordance with the laws of the State of Texas.

E. This Agreement, and any amendment hereto, may be executed in one or more counterparts. All of such counterparts shall constitute one and the same agreement. The parties expressly agree that any counterparts signed and delivered by electronic copy or facsimile shall be deemed original document and shall legally bind the parties to the same extent as originals.

IN WITNESS THEREOF, each party, by its duly authorized representative, has executed this Agreement as of the applicable date set forth below, and by such execution, giving the Agreement full force and effect as of the Effective Date.

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____

Its: Vice President

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2015,
by _____, of Oncor Electric Delivery Company LLC, on behalf of said entity.

Notary Public, State of Texas

THE CITY OF _____, TEXAS

By: _____

Its: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____,
2015, by _____, on behalf of the City of _____, Texas.

Notary Public, State of Texas

ATTACHMENT A

CITY OF BEDFORD STREET LIGHTING BILLING TABLE AS OF NOVEMBER 9, 2015

Account	Description		Count	Last Run	Wattage	Type	Schedule
6000115	BEDFORD, CITY OF	(100,HP,A)	799	11/09/2015	100	HP	A
8383001	BEDFORD, CITY OF	(150,HP,A)	25	11/09/2015	150	HP	A
9154064	BEDFORD, CITY OF	(150,MH,A)	22	11/09/2015	150	MH	A
4404088	BEDFORD, CITY OF	(175,MH,A)	51	11/09/2015	175	MH	A
4404119	BEDFORD, CITY OF	(175,MV,A)	486	11/04/2015	175	MV	A
4404150	BEDFORD, CITY OF	(175,MV,B)	0	11/09/2015	175	MV	B
4404181	BEDFORD, CITY OF	(200,HP,A)	138	11/09/2015	200	HP	A
8391991	BEDFORD, CITY OF	(200,HP,B)	4	11/09/2015	200	HP	B
4404212	BEDFORD, CITY OF	(250,HP,A)	123	11/09/2015	250	HP	A
4404243	BEDFORD, CITY OF	(250,HP,B)	28	11/09/2015	250	HP	B
9840581	BEDFORD, CITY OF	(250,MH,A)	6	11/09/2015	250	MH	A
4404367	BEDFORD, CITY OF	(400,HP,A)	8	11/09/2015	400	HP	A
4404305	BEDFORD, CITY OF	(400,MV,A)	58	11/09/2015	400	MV	A
4404336	BEDFORD, CITY OF	(400,MV,B)	3	11/04/2015	400	MV	B



City of Bedford - Oncor Streetlight Audit Summary 2015

Inventory Counts				
Pre-Survey Light Total	Lights Surveyed	Lights Correct	Total Errors	Post-Survey Light Total
1,752	1,752	1,643	109	1751*
(08/06/15)	100.00%	93.78%	6.22%	(11/09/15)

(*) Three lights impacted by WR's #3301931 and #3300192

Audit Findings				
Record Errors	Wattage	Removes	New Adds to Existing Premises	New Adds, Not in Billing System
109	72	31	6	21
100.00%	66.06%	28.44%	5.50%	

Settlement Calculations						
Adds - Lights in Field		Removes - Light not in Field		Net	Unit Settlement	Extended Amount
5	100-HP,A	4	100-HP,A	-1	\$75.86	(\$75.86)
1	175-MH,A	0	175-MH,A	-1	\$97.90	(\$97.90)
9	175-MV,A	16	175-MV,A	7	\$1,326.50	\$9,285.50
3	200-HP,A	1	200-HP,A	-2	\$92.87	(\$185.74)
3	250-HP,A	4	250-HP,A	1	\$1,627.01	\$1,627.01
0	400-HP,A	2	400-HP,A	2	\$2,224.97	\$4,449.94
6	400-MV,A	4	400-MV,A	-2	\$120.54	(\$241.08)
27		31		4		\$14,761.87

Wattage Correction Changes	\$5,993.61
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Total Settlement to be Paid	\$20,755.48
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Council Agenda Background

PRESENTER: Kenny Overstreet,
Interim Public Works Director

DATE: 03/08/16

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

ITEM:

Consider a resolution authorizing the City Manager to utilize the City of Grand Prairie's Pavement Marking Service Contract with Stripe-A-Zone in the amount of \$105,000 through a Master Interlocal Cooperative Purchasing Agreement.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City of Grand Prairie implemented an extension of its contract with Stripe-A-Zone on June 4, 2015 for Pavement Marking Services. In 2015, the City of Bedford utilized the contract with Stripe-A-Zone through an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie. Stripe-A-Zone successfully fulfilled the 2015 Pavement Marking Program.

Staff would like to utilize the City of Grand Prairie's current contract with Stripe-A-Zone for this year's Pavement Markings Program through the Master Interlocal Cooperative Purchase Agreement. The cost is projected to be \$105,000. The estimated cost savings for utilizing Grand Prairie's existing contract with Stripe-A-Zone is approximately \$6,000 for engineering services, staff time, publications, printing and other administrative costs associated with a competitive bid.

The City of Grand Prairie's contract calls for utilizing reflective pavement markings. This matches the City of Bedford's current standards. The City's Traffic Operations Manager has an inventory list of the areas to replace worn out markings. The work will include placing pavement markings on Bedford Road once the mill and overlay is completed by Tarrant County, as well as other various locations.

Funding would be paid out of the FY 2015-16 Street Improvement Economic Development Corporation budget. Strip-A-Zone only completes major long line projects and does not complete smaller scope projects. The remaining project balance will be used for repainting street names on curbs and other minor striping projects as needed throughout the fiscal year.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to utilize the City of Grand Prairie's Pavement Marking Service Contract with Stripe-A-Zone in the amount of \$105,000 through a Master Interlocal Cooperative Purchasing Agreement.

FISCAL IMPACT:

FY 15/16 Project Budget : \$120,000
Actual Amount: \$105,000
Variance: \$ 15,000

ATTACHMENTS:

**Resolution
Pavement Marking Program for 2016
Available in the City Secretary's Office:
City of Grand Prairie's Contract Renewal with
Stripe-A-Zone**

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO UTILIZE THE CITY OF GRAND PRAIRIE'S PAVEMENT MARKING SERVICE CONTRACT WITH STRIPE-A-ZONE IN THE AMOUNT OF \$105,000 THROUGH A MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT.

WHEREAS, the City Council of Bedford, Texas has determined that new pavement markings are necessary to be responsive to the needs of the community; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to protect the safety and 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 hereby authorizes the City Manager to utilize the City of Grand Prairie's Pavement Marking Service Contract with Stripe-A-Zone in the amount of \$105,000 through a Master Interlocal Cooperative Purchasing Agreement.

SECTION 3. That funding will come from the Street Improvement Economic Development Corporation (4B) Fund.

PRESENTED AND PASSED this 8th day of March 2016, 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

2016 Pavement Marking Program				
Thermo	Price	Quantity		Amount
4" Solid Yellow (L.F.)	\$0.46	69,189	LF	\$31,827
4" Skip Yellow (L.F.)	\$0.53	17,550	LF	\$9,302
4" White (L.F.)	\$0.46	22,594	LF	\$10,393
12" White (L.F.)	\$3.20	2,114	LF	\$6,765
24" White (L.F.)	\$4.40	4,745	LF	\$20,878
Arrow's				
Right Arrow (Each)	\$90.00	19	E	\$1,710
Left Arrow (Each)	\$90.00	37	E	\$3,330
Straight (Each)	\$90.00	2	E	\$180
Straight & Right (Each)	\$95.00	2	E	\$190
Straight & Left (Each)	\$95.00	5	E	\$475
Text				
Only (Each)	\$100.00	33	E	\$3,300
Stop (Each)	\$100.00	0	E	\$0
Left (Each)	\$100.00	0	E	\$0
Ahead (Each)	\$100.00	2	E	\$200
Slow (Each)	\$100.00	5	E	\$500
Preparation				
4" (L.F.)	\$0.20	16,966	LF	\$3,393
12" (L.F.)	\$0.80	66	LF	\$53
24" (L.F.)	\$1.55	1,601	LF	\$2,482
Arrow's (Each)	\$15.00	12	E	\$180
Text (Each)	\$18.00	7	E	\$126
Raised Pavement				
Two Way (Each)	\$3.50	1,550	E	\$5,425
One Way (Each)	\$3.50	1,220	E	\$4,270
				\$104,978