

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, September 13, 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 Williams, TW Survey A1735 Tr 6C02, also known as, 1805 L. Don Dodson Drive.

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Dr. Robert Sutton, Interim Pastor, First Baptist Church of Bedford)

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS/UPCOMING EVENTS

OPEN FORUM

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

CONSIDER APPROVAL OF ITEMS BY CONSENT

COUNCIL RECOGNITION

1. Presentation of the Katie Savage Resident of the Year Award.

APPROVAL OF THE MINUTES

2. Consider approval of the following City Council minutes:
 - a) August 23, 2016 regular meeting

PERSONS TO BE HEARD

3. The following individuals have requested to speak to the Council tonight under Persons to be Heard:
 - a) Dorothy McWhorter, 1600 Martha Drive, Bedford, Texas 76022 – Request to speak to the Council regarding, comparison of tax rates and facts concerning Bedford’s tax rollback election.

NEW BUSINESS

4. Public hearing and consider an ordinance to rezone Lot D, Block 2, International Square Addition, located at 807 Forest Ridge Drive, Bedford, Texas from Planned Unit Development (PUD) to amended Planned Unit Development/Specific Use Permit/Indoor Amusement Center (PUD/SUP), specific to 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Conundrum Escape Adventures to operate an indoor amusement center. The property is generally located north of E. Pipeline Road and west of Forest Ridge Drive. (PZ-SUP-2016-50030)
5. Public hearing and consider an ordinance to rezone Lot 1, Block 1, Harwood Village North Addition, located at 605 Harwood Road (2926 Brown Trail), Bedford, Texas, from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Dog Kennels (H/SUP), specific to Section 3.2.C.(9)n, Dog Kennels (Breeding, Training, or Boarding), of the City of Bedford Zoning Ordinance, allowing for Furever Love – Pet Boarding and Daycare to operate a pet boarding/pet daycare facility. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP- 2016-50031)
6. Public hearing and consider an ordinance to rezone Lot 4R, Block 1, Wal-Mart Addition, located at 3720 Cheek-Sparger Road, Bedford, Texas from Heavy Commercial/Master Highway Corridor Overlay District (H/MHC) to Heavy Commercial/Master Highway Corridor Overlay District/Specific Use Permit/Animal Hospital (H/MHC/SUP), specific to Section 3.2.C.10.g, Animal Hospitals and Clinics for the care and temporary boarding of domestic household pets, vet offices, clinics, of the City of Bedford Zoning Ordinance, allowing for City Vet to operate a veterinary clinic with boarding facilities. The subject property is generally located south of Cheek-Sparger Road and west of State Highway 121. (Z-297)
7. Consider an ordinance amending the schedule of water rates by amendment of Section 1., Ordinance No. 15-3135; providing a repealing clause; providing a severability clause; and declaring an effective date.
8. Consider an ordinance amending the schedule of sewer rates by amendment of Section 1., Ordinance No. 15-3136; providing a repealing clause; providing a severability clause; and declaring an effective date.
9. Discussion and consideration of all matters incident and related to the issuance and sale of “City of Bedford, Texas, Tax Notes, Series 2016,” including the adoption of an ordinance authorizing the issuance of such tax notes.
10. Consider a resolution approving the City of Bedford Investment Policy.
11. Consider a resolution authorizing the City Manager to enter into a contract with Blackboard, Inc., to provide a mass notification system for the City of Bedford, in the amount of \$18,926.70.
12. Consider a resolution authorizing amendments to the Employee Handbook by adding the following personnel policies: Anti-Discrimination and Anti-Harassment and Health and Dental Insurance to the Employee Handbook.

13. Consider a resolution authorizing the City Manager to purchase lighting structures for the Bedford Bark Park from Elliott Electric Supply in the amount of \$16,590, utilizing the Buyboard Cooperative Purchasing Contract.
14. Consider a resolution authorizing the City Manager to enter into a contract with Vidascares for City-wide mowing services in the amount of \$203,404.
15. Consider a resolution authorizing the City Manager to enter into the first year of a five-year contract with Siemens Industry, Inc. to service and maintain the City's HVAC mechanical, monitoring, and building automation systems in 17 facilities throughout the City, in the amount of \$70,115.
16. Consider a resolution authorizing the City Manager to enter into a contract with Saber Development Corporation in the amount of \$224,725 for the FM 157 Water System Improvements and Renee Street Sewer System Improvements Project.
17. Consider a resolution authorizing the City Manager to enter into a contract with Turner Sign Systems in the amount of \$121,726 for the Cheek-Sparger Road and SH 121, and Fire Station #3 Monument Sign Projects.
18. Consider a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) between the City of Bedford and the cities of Fort Worth, Arlington, Hurst, North Richland Hills and the County of Tarrant, Texas for the Fiscal Year 2015 Byrne Justice Assistance Grant (JAG) Formula Program Award.
19. Consider a resolution authorizing the City Manager to purchase 42 replacement duty weapons and related accessories for the Police Department from Gulf States Distributors in the amount of \$33,000.
20. Consider a resolution authorizing the City Manager to enter into a contract with Civic Plus in the amount of \$56,560 for the redesign, conversion and implementation of a new City website.
21. 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

22. Council member Reports

23. 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 Williams, TW Survey A1735 Tr 6C02, also known as, 1805 L. Don Dodson Drive.

24. 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, September 9, 2016 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

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



Council Agenda Background

PRESENTER: Roy Savage, Chairperson, Community Affairs Commission

DATE: 09/13/16

Council Recognition

ITEM:

Presentation of the Katie Savage Resident of the Year Award.

City Manager Review: _____

DISCUSSION:

Recently, the Community Affairs Commission created an awards program to annually recognize an outstanding resident in the community. After reviewing the submissions and voting on the finalists, tonight the Community Affairs Commission will present the inaugural Katie Savage Resident of the Year award.

This resident will further be recognized at the Residential Outreach meeting on September 22, 2016. Chairman Roy Savage and Commissioner Sal Caruso will present the award.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 09/13/16

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) August 23, 2016 regular meeting

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

August 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 6:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 23rd day of August, 2016 with the following members present:

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

constituting a quorum.

Councilmember Champney was absent from the meeting.

Staff present included:

Roger Gibson	City Manager
Kelli Agan	Assistant City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Gary Clopton	Information Technology Manager
Natalie Foster	Public Information Officer
Jeff Gibson	Police Chief
Wendy Hartnett	Special Events Manager
Don Henderson	Parks Superintendent
Russell Hines	Building Official
Meg Jakubik	Strategic Services Manager
Jill McAdams	Human Resources Director
Kenny Overstreet	Public Works Director
Maria Redburn	Library Director
Emilio Sanchez	Planning Manager
Bobby Sewell	Interim Fire Chief
Eric Valdez	Community Services Manager

COUNCIL CHAMBER WORK SESSION

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

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

Council discussed placing the following items on consent: 4, 8, 10, 11, 12 and 13, with Item #9 being pulled from the agenda.

Parks Superintendent Don Henderson presented information regarding Item #8, which is a contract with the City of Fort Worth for household hazardous waste. Residents can go to the Customer Service Department and pick up a voucher at no cost and take their household hazardous waste chemicals such as fertilizer, bug spray, ammonia and paint, to Fort Worth's facility on Bridge Street for proper disposal.

Mr. Henderson presented information regarding Item #10, which is a contract with TruGreen for spraying for weed abatement. In answer to questions from Council, Mr. Henderson stated that it is cheaper to

contract out the service as opposed to doing it in-house; that they do four sprayings a year, with one in spring and fall, and two in the summer; that the company will spray all medians, City facilities and parks; and that it is a yearly contract.

Special Events Manager Wendy Hartnett presented information regarding Item #11. It is a request to purchase a mobile Stageline SL50 stage, which would be part of the infrastructure for all of City events. The current stage is cumbersome, is difficult to move and has no branding. The new stage has the ability to be “wrapped,” similar to the animal adoption trailer. The stage folds out and it takes two people half an hour to set up on hydraulics. It comes with basic sound, lights and four sound wings. The new stage will allow the City to brand itself at such events as Twilight Thursday and ArtsFest, and to help out with sponsorship for other community events. There was discussion on the \$9,000 in transportation charges; staff negotiating to reduce that fee; looking at a third party for delivery; and the current stage being used at a recent art event. Ms. Hartnett stated that Stageline is the industry standard for stages and its versatility exceeds any other local stages. In answer to questions from Council, she stated that it is a bit smaller than the current FourthFest stage; that funding will be out of the Tourism Funding, which comes from the hotel/motel tax; that there are safety issues with the current stage, including it sinking during a Twilight Thursday event; and that the new stage will have the flexibility to allow bands to play even with a light rain. Council directed staff to negotiate better transportation costs.

Community Services Manager Eric Valdez presented information on Item #12, which is a standard agreement with the Bedford-Eules Soccer Association (BESA) to have access to the soccer fields at Meadow Park, Stormie Jones and Boys Ranch for the duration of the next year. There has been an agreement with BESA for the last 25 years and as part of the agreement, BESA will be able use the Stormie Jones soccer fields for a reduced rate of \$40.00 a night for their competitive training. There was discussion on the possibility of the president of BESA coming to speak on this item later during the regular session.

- **Report on the 2016 City of Bedford Fourth Fest.**

Special Events Manager Wendy Hartnett presented a report on 2016 City of Bedford Fourth Fest. The goals of the event are to provide an event for the community, to foster economic growth, to encourage citizen involvement, and to produce a phenomenal event of which the City can be proud. This year, the event incorporated the ribbon cutting for Phase I of the Boys Ranch, as well as activities such as a walk around the lake, giveaways at the pavilion, and “Twiggy the Water Skiing Squirrel.” The ribbon cutting allowed several avenues to advertise, such as shirts. There were major layout revisions, including using the Senior Center for the VIPs and opening up the space. She discussed the financial history of the event, including \$12,000 in additional costs this year for the ribbon cutting celebration. Revenue was up \$33,000 and cost recovery remained static at approximately 25 percent. She discussed the size of the shells for the fireworks show, which were reduced to the three inch shells and impacted the visibility of the show in some neighborhoods. The shuttle was eliminated and \$13,000 was brought in from parking on-site and at the Library. She considered not having a shuttle a success in that neither the on-site parking or that at the Library were filled, so they were able to accommodate the amount of people that could safely fit into the park. A future challenge includes the next phase of the Boys Ranch and how it will affect FourthFest and other events in the park.

Mayor Griffin adjourned the Work Session at 6:22 p.m.

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1 Mobil Addition-Bedford.**
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Bedford Commons.**

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1 Mobil Addition-Bedford; and Section 551.087, deliberation regarding economic development negotiations relative to

Bedford Commons, at 6:23 p.m.

Council reconvened from Executive Session at 6:52 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.

REGULAR SESSION

The Regular Session began at 6:58 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order. He stated that Councilmember Champney recently had surgery and his thoughts and prayers are with him.

INVOCATION (Dr. Timothy Pierce, Woodland Heights Baptist Church)

Dr. Timothy Pierce of Woodland Heights Baptist 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 BluesFest will run Friday, September 2 through Sunday, September 4, 2016. There are still spots available for barbecue teams that want to compete in the Kansas City Sanctioned contest, as well as the amateur grillers for the Backyard Barbecue competition. WFAA Channel 8 news will be featuring BluesFest live on air at the "Party on the Plaza" at Victory Park in Dallas from 5:00 a.m. to 7:00 a.m. on Friday, September 2, 2016. Favorite barbecue teams and local BluesFest artists will be attending, donuts and coffee will be served, and free general admission tickets will be given away.

Ms. Foster gave an update on the minor construction at the east overlook in the Boys Ranch park. It remains closed, but people have access to the temporary walkway. Crews will be pouring concrete in next few days and the estimated completion date is the end of the week.

OPEN FORUM

Nobody chose to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Sartor, seconded by Councilmember Gebhart, to approve the following items by consent: 4, 8, 10, 11, 12 and 13, with Item #9 being pulled from the agenda.

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

COUNCIL RECOGNITION

1. Mayor's Summer Reading Club participant recognition.

Maria Redburn discussed the Summer Reading Club and that children are awarded for different levels of reading. Those that read a minimum of 2,500 minutes can attend the Mayor's party. Unfortunately, some children's invitations were returned after the party. The following children were recognized: Tyler Cramer, who read 3,108 minutes; Peyton Hosey, who read 2,570 minutes; and Catryna Little, who read 2,800 minutes.

2. Employee Service recognition

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

Amy Smith, Police Department -10 years of service
Linda Cook, Police Department - 10 years of service
Nathan Noble, Police Department - 10 years of service
Joshua Starkey, Fire Department -10 years of service
Joseph Sisco, Fire Department - 20 years of service

3. Proclamation proclaiming September 2016 as Blood Cancer Awareness Month in the City of Bedford.

Nobody was able to attend to accept the proclamation. It will be mailed to North Texas Chapter of the Leukemia and Lymphoma Society.

APPROVAL OF THE MINUTES

4. Consider approval of the following City Council minutes:

- a) **August 5, 2016 work session**
- b) **August 9, 2016 regular meeting**

This item was approved by consent.

NEW BUSINESS

5. Public hearing and consider an ordinance to rezone Tract 7G, Abstract 860, William H Jasper Survey, and Lot 3R, Block 1, Crossroad East Addition, located at 209 & 401 N. Industrial Boulevard, Bedford, Texas from L/SUP Light Commercial/Specific Use Permit to amended L/SUP Light Commercial/Specific Use Permit, specific to Section 3.2.C.4.d, Community Garden of the City of Bedford Zoning Ordinance, allowing for Scott Sheppard and 6 Stones Mission Network/First Baptist Church Euless to increase and expand their community garden amenities. The property is generally located west of Industrial Boulevard and north of Airport Freeway. (PZ-SUP-2016-50024)

Planning Manager Emilio Sanchez presented information regarding this item, which is a request for 6Stones Mission Network to amend their Specific Use Permit (SUP) for their community garden at 209 and 401 North Industrial Drive. The garden has prospered and there is a long waiting list for people to come out and tend a plot. 6Stones would like to make the garden the northern Tarrant County Master Gardener's facility. The original SUP was only for the community garden and the applicant would like to add an amplified sound system and to hold more events for the general public. As this was moving beyond the scope of the community garden, there was a need to amend the SUP. The Planning and Zoning Commission recommended approval of this item at their July 28, 2016 meeting. The Comprehensive Land Use Plan has the land as commercial, so there is no conflict.

Mayor Griffin opened the public hearing at 7:18 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:18 p.m.

There was discussion that the community garden is a very well-utilized resource but that it may be underutilized in the services it provides to the City; gardening being taught at the garden; half of the harvested crops going to the 6Stone's Food Bank; more things the City can do at the garden; and the positive benefits of the garden to the City.

Motioned by Councilmember Gebhart, seconded by Councilmember Turner, to approve an ordinance to rezone Tract 7G, Abstract 860, William H Jasper Survey, and Lot 3R, Block 1, Crossroad East Addition,

located at 209 & 401 N. Industrial Boulevard, Bedford, Texas from L/SUP Light Commercial/Specific Use Permit to amended L/SUP Light Commercial/Specific Use Permit, specific to Section 3.2.C.4.d, Community Garden of the City of Bedford Zoning Ordinance, allowing for Scott Sheppard and 6 Stones Mission Network/First Baptist Church Euless to increase and expand their community garden amenities. The property is generally located west of Industrial Boulevard and north of Airport Freeway. (PZ-SUP-2016-50024)

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

6. Public hearing on the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2016 through September 30, 2017; levying taxes for 2016 tax year.

Strategic Services Manager Meg Jakubik presented information on the annual budget. The City is required to hold a public hearing on the budget prior to its adoption, scheduled for a special meeting on September 14, 2016. There will also be two public hearings on the tax rate prior to the adoption of the tax rate at the September 14, 2016 special meeting. The budget strategy focused on Council goals; maintenance concerns; staffing levels, recruitment and retention; new efficiency improvements; program expansions; and equipment/inventory purchases. Assumptions included conservative sales tax growth, as the City lost a major sales tax generating company, which primarily affected 4B; an employee compensation program in order for the City to stay competitive in the market to retain employees; fee increases on water and sewer for the pass-through of increases from the Trinity River Authority; and an evaluation of stormwater fees. In regard to costs of services, the City's population is estimated at 49,151, and 230,000 people per weekday travel on Airport Freeway, which was a different figure than was reported at the Budget Work Session. Further, an estimated 66,150 people attend City events and festivals. The total operating budget is \$69,349,538. Ms. Jakubik discussed the different services provided to residents including Police, Fire, Public Works, Recreation, and the Library, as well as behind-the-scenes services such as Facility Maintenance. The average taxable home value is \$168,609 and the proposed tax rate as part of the budget is \$0.476509 per \$100 valuation. Council can consider any rate up to the current tax rate. At the proposed rate, the cost on the average taxable home in the City is just over \$800 a year.

Ms. Jakubik stated that General Fund revenues and expenditures are virtually equal, while the Tourism Fund has a money left over, which will go into fund balance. A surplus is being projected in the Water/Sewer Fund in order to rebuild working capital to have funds available when the unexpected occurs. The 4B Fund is budgeted to go significantly into its fund balance, but will meet all of its reserve requirements. Many other funds are moving money into maintenance funds in order to build capital for larger scale purchases. The Consumer Price Index is projected to be up slightly from the previous year and has averaged a 1.28 percent increase over the previous five years. The Municipal Price Index shows to be flat from the previous year but has averaged a one percent yearly increase over the previous five years. In regard to the value of a dollar over time, a dollar in 2000 is now worth \$0.73. As an example, the cost of a Tahoe went from \$34,684 in 2000 to \$47,600 in 2015; however, with inflation, it effectively costs \$65,205. The General Fund is the largest source of revenue at 47 percent, followed by the Water/Sewer Fund, and then by smaller funds, many of which are restricted on how they can be used. In regard to expenditures, the largest portion is Public Works, followed by the Police and Fire Departments. In looking at classification, the largest portion is personnel at 42.4 percent; just looking at the General Fund, it is 78 percent. This is followed by contractual services, of which water purchases and sewer treatment are technically part of, but are separated out to give a clearer picture of where the money is going.

Ms. Jakubik presented information on the General Fund. Taxable values saw a record increase of 11.7 percent. The average market value increased approximately \$30,000 and the average net taxable value increased approximately \$17,000. A history of the tax rate shows an inverse relation to taxable values. The City has held their tax rate flat the previous three years and the proposed tax rate for the budget as presented is a decrease from the current tax rate. The overlapping tax rate shows the City's portion to be just under 20 percent, with the largest share being the School District at 54.3 percent. A few neighboring cities are holding their same tax rate, while many are proposing to reduce their rate. Bedford's current tax rate is \$0.494830 per \$100 valuation, the effective tax rate is \$0.448258 and the rollback rate, which is the rate used in the revenue calculations as presented, is \$0.476509 per \$100 valuation. A comparison of the current tax rate and the proposed tax rate shows a decrease in the debt portion of 11.6 percent and an increase in the maintenance and operations portion of 1.5 percent. A comparison with neighboring

cities shows that Bedford is in the middle of neighboring cities when it comes to number of employees per 1,000 residents but comes in last in per capita spending at \$1,300.

Ms. Jakubik presented information regarding the Debt Service Fund and stated the City continues to pay more debt than it issues each year. There are some increases in Water and Sewer debt with the issuance of State Water Implementation Fund for Texas (SWIFT) debt to replace water infrastructure. In answer to questions from Council, she stated the graph shows what the payoff would be if no more debt was issued and that it does not include the proposed tax note. She presented information regarding the Stormwater Utility Fund. For the first time in 15 years, the City is looking at reevaluating the rates. The current rates are \$3.50 per month for residents and \$3.00 per month for seniors. The rates for commercial properties are based on the size of the lot and the amount of impervious surface, which is then multiplied by the \$3.50 residential rate. Staff is recommending an increase of \$0.50 in all the rates and a stormwater model will be completed prior to Council's formal adoption of a rate. Ms. Jakubik discussed Special Revenue Funds. The City is looking at technology updates such as electronic ticket writers and a firewall appliance replacement; replacing the flooring in the Library meeting room; program enhancements such as the College Gridiron Football Showcase and a full-day ArtsFest event; additional staffing for the Old Bedford School; and an updated economic development retail study.

Ms. Jakubik stated that the proposed tax rate is \$0.476509 per \$100 valuation and the Council has the ability to consider up to the current tax rate. There was discussion that the Council had not set a tax rate at the previous meeting, but the not-to-exceed rate.

Mayor Griffin opened the public hearing at 7:37 p.m.

Kim Brown, 3748 Ashford Drive, Bedford – Ms. Brown stated that she fully understands the budget process as she spent 33 years with a major telecommunication's company, including 17 years in putting together budgets and five-year strategic plans. This included asking tough questions of departments and having the responsibility of bringing budgets for approval by executive management. She also had to deal with budget issues and constraints in her time with the compliance department. She has spoken previously to Council regarding budgets. She currently volunteers at both the Police and Fire Departments and leads two groups of volunteers that support those organizations. She felt she has the unique opportunity and perspective on what goes on in those departments and what their needs are. She thanked City staff and the City Manager for putting the budget on the website. She was struck by how the City is still trying to put money aside in maintenance funds to deal with facility issues. She stated it was a reflection of past budgets and keeping a low tax rate, but by not putting those funds in place, the City was not dealing with facility issues on a proactive basis. She applauded the City Manager and staff for working over the last couple of years to put those funds in place. Personnel issues and costs have had to be dealt with on a very tight basis. Personnel makes up most of budget and the needs of the employees need to be weighed with the needs of the City. She felt the employees have suffered long enough with little or no Cost of Living Adjustments (COLA) and/or market adjustments except in the last two fiscal years and the proposed budget. There was an article in the August 14, 2016 Star-Telegram addressing salary levels of police officers across the Metroplex and Bedford did not make the list of cities being compared. Taking information on the City's website about what police officers make, Bedford would have ranked 28 out of 29 cities for those with less than two years of experience, and 23 out of 29 for those with more than two years of experience. The cities of Euless and Hurst pay \$9,608 and \$18,300 more respectively in the starting salary for officers. She stated that even though Bedford will never see as much business property and sales tax revenue generated as Hurst has with the Northeast Mall and Euless has with Glade Parks, the City should still pay a competitive annual salary if it expects to hire and keep highly-trained individuals. She surmised that the exact same comparison if done with the Fire Department would yield the same disappointing results. She further surmised that other employees in the City, when compared to their peers, would be found to be sorely behind. She stated that the proposed step plan for Police and Fire funded in the budget needs to be funded in future years as the City cannot afford to get behind. The City has gotten to the point it has to play catch-up to provide competitive salaries for all City employees. She hoped a strategic plan is being developed and maintained to keep salaries competitive with similar cities. She urged Council to address as many supplementals that can be justified as necessary to improve and maintain effective work functions. She further urged Council to keep the same tax rate as the previous three years to continue the progress of bringing the City back, in order to attract and keep businesses and qualified employees.

Lisa McMillan, 2321 Caldwell Drive, Bedford – Ms. McMillan stated that she been a resident for 25 years and has served on the Parks and Recreation Board for 13 years. In her role on the Board, she has seen first-hand the hard work Parks and Recreation staff has done to make the most out of every dollar in the budget to make the parks great. Over the last few years, the City has done a good job in trying to build up the parks, but are coming from further behind its sister cities. The budget does a good job in terms of making the most of what the City has, but it needs to go further. She was really appalled by the newspaper article discussed earlier as Bedford was not even listed and she did the same calculations. She stated the problem is the City gets entry-level employees who get a few years of experience and then go to other cities, so Bedford loses that knowledge and money spent training those officers. The City needs to raise the pay of personnel to be competitive in the market, so it does not lose trained staff in Police, Fire and other areas. The tax rate in Hurst is going from \$0.61 to \$0.58 even though they generate a lot of sales tax from the mall, and their property tax rate is still higher than Bedford. Euless has the development on either side of Highway 121 and sales tax from the rental cars at the airport but their property tax rate is staying at \$0.46, just below Bedford's rate. Those cities have more money to spend on their personnel, parks, facilities, and street improvements. She stated the budget needs to be looked at holistically and it is not just about the property tax rate. She thought the City needs to stay with the current tax rate and do more in the budget. The City has had to dig out of the hole from the tax rollback and staff and Council have done a good job in building up the City little-by-little. She stated that the City needs to keep moving forward to make Bedford a better place to live for everybody.

Charles Orea, 3009 Willow Lane, Bedford – Mr. Orea stated he was really shocked when he read the newspaper that the proposed rate for Bedford was \$0.49, though he recognized that the budget was based on \$0.47. Given that figure, the City is proposing an 11.8 percent property tax increase on citizens. Things in the economy are not particularly good, as the Gross Domestic Product is only about one percent. The CPI and MCI are at 1.05 percent and 1.28 percent, but the City is increasing property taxes by 11.8 percent. There needs to be some restraint put into the budget. He felt the City does need to collect more revenue and he thought it showed a reasonable number when looking at the other sources of revenue for the General Fund, which by his calculations came to approximately four percent and included such things as fines and fees. If that was applied to the area of the increase to property the tax rate the previous year, by his calculations, it comes to a tax rate of approximately \$0.464, which would give sufficient revenue to deal with issues that need to be dealt with, while exercising restraint so the citizens are not adversely affected. An 11.8 percent increase would represent an increase of approximately \$350 on a tax bill last year of \$3,000. He asked Council to consider the needs of the City and citizens when they pass the tax rate. The allocation of resources in the budget seems to favor bureaucracy at the expense of citizens. There is an 11.5 percent increase in the General Government budget, with a 75 percent increase for Council, which is significant even when dealing with a smaller dollar amount. There is an increase of 11 percent in Economic Development, a nine percent increase in the Fire Department, a 5.5 percent increase in the Police Department, and a 3.5 percent increase in Support Services. Services that the citizens enjoy, such as Community Services and Public Works, only have increases of two percent and 0.6 percent respectively. He stated that by following the numbers, the Council is emphasizing the bureaucracy rather than the citizens.

Mayor Griffin closed the public hearing at 7:54 p.m.

7. Public hearing to consider the proposed 2016 tax rate.

Ms. Jakubik presented information on this item during her previous presentation.

Mayor Griffin opened the public hearing at 7:54 p.m.

Tom Culbert, 925 Charleston Drive, Bedford – Mr. Culbert stated that he has been a resident for 43 years. The Council has ignored the increase in property evaluation of 11 percent. By keeping the same rate, the City has gained 11 percent on property taxes. While the Council thinks they are going flat, they are actually increasing the amount of income the City is taking in.

Imogene Mecaskey, 328 Elisha Court, Bedford – Ms. Mecaskey stated she has been a resident since 1974, a realtor for 46 years in the City, and has lived at her address since 1989. That year, she paid \$130,000 for the house, which she completely remodeled and that has stayed the same all these years. Her tax value increased from \$170,000 in 2015 to \$182,000. With the values in the entire City having

increased, there is no need to raise the tax rate. She thought the City should stay the same because she wants to stay in Bedford.

Charles Orea, 3009 Willow Lane, Bedford – Mr. Orea stated he has been a resident for 35 years. He believed the tax rate, even the \$0.47 rate, is excessive. He invited members of the Council to spend some time with him on how things can be reduced. He has looked at the budget and a reduction of the tax rate to \$0.464 would be appropriate.

Lisa McMillan, 2321 Caldwell Drive, Bedford – Ms. McMillan stated that one of the reasons she came to the meeting is people like her that are happy to move forward and are fine with an increase in taxes by keeping the tax rate the same, stay home, while people with concerns come to Council meetings. The market value of her house increased by 26 percent; however, the State limits the increase one pays to ten percent a year. The market value of her house is \$296,000 but she would only pay taxes on \$258,000. The previous year, she paid \$1,163 in City taxes and if the City keeps the same tax rate, she would pay \$1,279, an increase of \$116 for the year, or \$9.69 a month. Keeping the tax rate the same would allow the City to buy more equipment for public safety officers, fix streets and maintain parks. She discussed the senior tax freeze and cited an example of a senior's house with a taxable value of \$173,000 that, if they were under 65, would have paid \$867 in taxes; however, with the freeze and exemptions, they only paid \$421. She knew that there are seniors in the community that are on fixed incomes, but their taxes are frozen and will not go up, and people like her are picking up that burden to fund City services. She is happy to do that because she wants to see the City grow and get better. She encouraged the Council to maintain the \$0.49 tax rate. In reference to a previous speaker, she stated that absolute dollars needed to be looked at, not percentages. The City needs the Economic Development Department to grow and bring in new companies, jobs and hotels to generate new sales tax in order to drop down the property tax rate in the future.

Mayor Griffin closed the public hearing at 8:03 p.m.

Ms. Jakubik stated that the second public hearing on the tax rate will be held on September 6, 2016, with the vote on the tax rate being September 14, 2016.

Councilmember Fisher discussed the comparison between dollars and percentages, and that percentages are not always an accurate reflection of the situation on the ground. The Star-Telegram article did not do the City any favors, as the Council did not set a tax rate but the maximum tax rate, and the article was written in a way that was unfair to the situation actually happening. He discussed added expenses including almost \$1M in employee health care, workers' compensation premiums, pay raises for the Police and Fire Departments in the step plan, and pay raises for everybody else. A penny on the tax rate equals \$300,000. When Council votes on a tax rate, and if it is left the same rate, it is not an increase in the rate, only the amount one may pay. He supports fairly paying employees and public safety, and whatever is needed to get it competitive. He stated that he does not support the budget as it includes \$1M in short-term debt, which is to fund things the City needs such as an ambulance, in-car cameras and body cameras for the Police Department, vehicles for Parks, and equipment for the Information Technology Department. These are capital items the City needs to operate, but the City could pay cash for them if it keeps the current tax rate. He discussed a death spiral of debt and that the tax note is built on a false premise. He stated that the City should not issue short term debt to get the tax rate lower.

Mayor Griffin stated that at the budget work session, six Councilmembers did not see the tax note as being that detrimental and that the debt rate is going down two cents.

Councilmember Turner stated that he supports the budget and it one of the best he has seen. It is well thought out and well-reasoned, and takes into consideration many aspects of what the City needs and where the City is going. He stated the City has lived on the edge for many years and has been scared to raise taxes to provide for what it needs. The City has suffered, including in the Police and Fire Departments, and that alone pushes him to support the current rate. By dropping to the proposed tax rate, the raises that are so desperately needed can be funded for one year but not beyond that. By keeping the current rate, the tax rate is not going up, just the revenue from the taxes for the specific purpose of paying Police and Fire what they deserve. At the current rate, the average house value of \$168,000 would pay an increase of \$31 a year. He stated that a previous speaker under the public hearing left out the Police and Fire Departments as being a citizen benefit. He would hate to see the City go through another rollback

situation and it does not need the trauma. People need to be reasonable and look at the situation, particularly Police and Fire pay. The tax note is a commonly used technique in other cities, with no adverse effects on the City's debt rating. The note would be used to purchase needed items that have more than a five-year life span. He supports the \$0.495 tax rate.

Councilmember Farco stated that the starting salary for Police and Fire is \$47,000. An officer with one year of experience can go to another city for \$65,000. There is an officer that has been working for the City for 30 years making \$67,000 a year. It costs \$100,000 a year to fully put a police officer into service and \$106,000 to put a firefighter through training. In the Fire Department, they have to backfill that position with overtime to get them up to speed. He stated services are being asked for, but the City is not willing to pay for them. He asked if it is better to pay employees upfront to keep them or continually train them for other cities. In the Public Works Department, an employee starts at \$30,000 a year and after two years, they can go to another city for four dollars an hour more. Other cities have said that Bedford is the best training facility. He stated that the tax rate has not been raised in five years and in regard to property values, he asked if one is to sell their house, do they not want the values to go up. Health care costs continue to increase and the City needs to take care of the employees. He is supportive of the budget and keeping the tax rate the same and preparing for the future. The City has three frozen positions in the Police Department, a need for an additional firefighter, and a need for five additional positions in Public Works.

Councilmember Sartor stated when he had to call 911 for his wife, the Fire Department personnel were professional, well-trained and caring. It was sad Bedford was not on the list in the Star-Telegram article and that the City would have ranked 28 out of 29 if it did. The \$31 increase on the average house would allow the City to support first responders, and provide staff with some pay increases that will put the City in a better position than today. He is concerned about looking at the budget in a vacuum and that it needs to be projected out several years. If Council votes on the budget as proposed, the step plan can be funded, but he is concerned about funding the step plan increases in years to come. He supports keeping the current tax rate to help the staff and first responders. He stated that the City is frugal with the monies it has to spend.

Councilmember Gebhart stated that the Council needs to be honest and that if a tax rate is set above the effective rate, the Council is raising taxes. Cities are not immune to inflationary pressures and it would be great to set the rate to the effective rate, if the City's expenses were the same as the previous year. He stated that he does not trust the information regarding the CPI and that he guarantees that people's expense has gone up greater than a couple of percentage points. He is encouraged by the amount of work put in by staff to prepare the budget and they have taken the direction from Council to shore up benefits and pay for first responders and staff, which has lagged behind other cities. When facing these cost increases, it is hard to find ways to trim off those costs, such as eliminating car allowances and professional memberships. He discussed that he does not agree to giving money to a private charity in the budget. He welcomes whatever input he can get but he fears it is going to take more than just shaving off some items to come with rate that is quite so low. He does not believe Council can achieve the goals it has set by reducing the rate to that extent. He is not convinced that the tax rate needs to be kept the same in the long term and the balance needs to be considered, which staff has done by recommending the rollback rate. The budget is a conservative plan that follows Council's goals to keep the pay shored up and put public safety on a step plan to stay competitive. There is a lot to consider and Council needs to hear more feedback from residents. He urged people to not dissolve into acrimony and to recognize that costs go up and the City needs to do what it needs to do to mitigate that. There are a specific set of goals for the City to achieve, including providing for public services and to set a rate so pay is competitive and to mitigate the turnover problem. He is hesitant to keep the current rate; though he personally would pay a little more, he is hesitant to make that as a blanket decision for everyone.

Councilmember Fisher stated that this is his fifth or sixth budget and it has been the hardest one. Houses are selling in Bedford such that there is less than one percent of housing available. Going through the year, having success, a hot housing market, and a good city to live in plummets the tax rate. Taking in the exact same amount of revenue as the previous year is fine; however, costs for running the City have gone through the roof and there is no way that costs are going to decrease the following year. He discussed employee costs, including the step plan in the Police and Fire Departments and the rest of staff getting something. He discussed the debt chart presented by Ms. Jakubik and stated that it has looked the same as the previous five years, which is what he was talking about in regard to the debt death spiral.

Cities are creatures of habit, and once it does something it will do it again either because it is convenient or out of necessity. He guaranteed if Council passed the budget that includes the \$1M in short-term debt, it will pass another \$1M in short term debt the following years. He stated that a budget can be passed that is balanced and does everything Council wants to do without issuing that debt, with the only risk being a rollback election. The capital projects in the note are not gigantic numbers and can be paid for in cash if the tax rate is left alone. He stated the benefit for what 6Stones does in the community far outweighs any dollar the City puts into it. When the Library and Phase 1 of the Boys Ranch were built, residents were told the projects would cost them money and they voted to approve them; however, those costs were not added to the tax rate but were built into the budget. He stated that he is not sure the budget is conservative when it includes \$1M in short-term debt

- 8. Consider a resolution authorizing the City Manager to enter into an interlocal agreement with the City of Fort Worth in the amount of \$47.00 per voucher to allow for the collection and disposal of household hazardous waste for Bedford households at the permanent collection site from October 1, 2016 to September 30, 2017.**

This item was approved by consent.

- 9. Consider a resolution authorizing the City Manager to enter into a contract for City-wide mowing services with Vidascares in the amount of \$194,775.**

This item pulled from the agenda by consent.

- 10. Consider a resolution authorizing the City Manager to enter into a contract with TruGreen to provide chemical application for all City of Bedford parks and municipal facilities in the amount of \$33,312.**

This item was approved by consent.

- 11. Consider a resolution authorizing the City Manager to purchase a Stageline SL50 stage, equipment and accessories in the amount of \$99,867.**

This item was approved by consent.

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

This item was approved by consent.

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

This item was approved by consent.

- 14. Consider a resolution authorizing a letter of understanding with the Texas Health Harris Methodist Hospital HEB for a donation to the Intensive Care Unit Expansion Project.**

Councilmember Fisher stated that he had a conflict of interest with this item and left the Council Chamber before the discussion.

Ms. Jakubik stated this item is the result of presentation to Council on July 11, 2016 regarding the expansion of the Intensive Care Unit (ICU) at Harris Methodist Hospital HEB. Because of the expanding need for services and the need for a state-of-the-art ICU, the hospital requested a contribution from the cities of Hurst, Eules and Bedford of \$10,000 each for funding the ICU due to the benefits to the community. The item is a letter of agreement between Bedford and the hospital committing to those funds and the contribution would be paid out of current year surplus.

Motioned by Councilmember Turner, seconded by Councilmember Farco, to approve a resolution authorizing a letter of understanding with the Texas Health Harris Methodist Hospital HEB for a donation to the Intensive Care Unit Expansion Project.

Motion approved 4-1-0. Mayor Griffin declared the motion carried.

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

Voting in opposition to the motion: Councilmember Gebhart

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

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

Councilmember Fisher stated that it was not a good couple of weeks for the City in the Star-Telegram. He gave a tip-of-the-hat to the Animal Control staff and the Animal Shelter for the job they do, which is not easy or fun; however, they do it, love it and are passionate about it. They are continually plagued by a certain group of people that will not let them do their jobs. He wanted to state publicly that they do a fine job and he appreciates them. The statistics for the Animal Shelter are on-line.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported that the Commission last met on August 15, 2016 and they are planning for future projects, including a shred event on October 8, 2016. The community garden had a positive report on the amount of food collected, half of which is passed out to underprivileged people in area. The next meeting will be on September 19, 2016.

✓ **Community Affairs Commission - Councilmember Farco**

Councilmember Farco reported that the Commission met the previous Thursday and there was a lively discussion and a lot of things were accomplished. A residential outreach meeting is scheduled for September 22, 2016 at the Old Bedford School.

✓ **Cultural Commission - Councilmember Champney**

No report was given.

✓ **Investment Committee – Councilmember Turner**

Councilmember Turner reported that the City is getting an average of 50 basis points, which takes into account the \$30M in SWIFT funds. Overall the City is getting 57 basis points on the City funds and 62 basis points on the SWIFT funds. These numbers are good considering the current financial environment and when the City's primary concerns for investments are safety and liquidity.

✓ **Library Advisory Board - Councilmember Farco**

Councilmember Farco reported that the Library is replacing its computers and the new Koha system will launch on October 3, 2016.

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

Councilmember Sartor recognized Board Members Randy Newby and Lisa McMillan in the audience and stated they have a passion for making the parks better than what they are. The Board meets on the first Thursday of the month.

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

Councilmember Gebhart reported that the Board will resume meetings on September 1, 2016 at 6:00 p.m. at City Hall; however, he will not be able to attend as he will be celebrating his 26th wedding anniversary.

✓ **Senior Citizen Liaison - Councilmember Turner**

Councilmember Turner reported that he met with Senior Center Manager Cathy Haskell on August 16, 2016. In comparison with the previous year, the average monthly memberships have increased from 700 to 755, average monthly attendance has increased from 2,224 to 2,360, the number of program offered has increased from 1,357 to 1,461, and the number of seminars and special programs has increased from 15 to 42. The Senior Center is in an active phase.

16. Council member Reports

Councilmember Fisher discussed the flooding in Louisiana. He spent time there the previous weekend helping out some family members. The people there do not need food or water, but need time and money. Eighty percent of the people in the flooded areas do not have flood insurance and lost everything. There was a time he could not find three family members since there was no cell service and just intermittent internet. He did everything he could, including talking to parish presidents and firefighter associations to find those family members. He then thought about going through the amateur radio club, who are always prepared in an emergency, and he called Butch Lindsey with the Police Department and gave him the information on his family. Officer Lindsay stopped what he was doing and got on the radios and though the family members were eventually found through social media, the experience reiterated how important the service is in a disaster. It meant a lot to him and his family that Officer Lindsay on his time off to help them. He thanked the amateur radio operators in the City for the service they provide and thanked Officer Lindsey for going the extra mile.

Councilmember Farco thanked staff for working on the budget, and appreciated staff working side-by-side because they do more with less than other cities, and do it with a smile. They have great attitudes, look outside the box, and do not complain. Having worked in business, the Council does have to look at the future and take it into account, which staff has done. He stated Bedford is not a rural community but in the center of the Metroplex with prime real estate, and needs to move forward. Every member of staff comes to work to do the best job they can to make the City better.

Councilmember Sartor stated that he appreciates all the hard work done by staff and that they are awesome.

17. City Manager/Staff Reports

City Manager Roger Gibson encouraged people to go to the City's website where information is posted related to City procedures and precautions residents can take on mosquito issues. The City follows the County's model focusing more on larvicide than adulticide. Larvicide takes care of the problem before they become adults and is much more effective. Adulticide is used in spot areas and when there is a need to address certain problems that could not be taken care of with larvicide. In calendar years 2013 and 2014, over 10,000 mosquitoes were trapped in Bedford and 77 tested positive for West Nile Virus (WNV). In the last two calendar years, 3,500 mosquitoes have been trapped in Bedford and 17 tested positive for WNV. He stated that these are effective results, and Public Works Director Kenny Overstreet and Environmental Specialist Jerry Laverty work closely with Nina Pham with Tarrant County Public Health. Mr. Laverty and Ms. Pham have a video presentation on the City's website.

Mr. Gibson stated that the lights on monument signs in front of City Hall are blue as a message of support to law enforcement. The Police and Fire Departments know and are appreciative of the support they receive from the community.

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

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

ADJOURNMENT

Mayor Griffin adjourned the meeting at 8:58 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: See below

DATE: 09/13/16

Persons to be Heard

ITEM:

- a) Dorothy McWhorter, 1600 Martha Drive, Bedford, Texas 76022 – Request to speak to the Council regarding, comparison of tax rates and facts concerning Bedford’s tax rollback election.

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

Jacobs, Amanda

From: Wells, Michael
Sent: Wednesday, August 31, 2016 10:24 AM
To: Jacobs, Amanda
Subject: FW: Persons To Be Heard

Please add this to the September 13 meeting. Thanks.

--

Michael Wells
Office: 817-952-2104

From: Dorothy McWhorter
Sent: Wednesday, August 31, 2016 10:24 AM
To: Wells, Michael <Michael.Wells@bedfordtx.gov>
Subject: Persons To Be Heard

Good Morning Michael,

For the September 13th, city council meeting, please place my name under, "Persons to be heard."

Subjects: 1. Comparison of Tax Rates
 2. Facts concerning Bedford's Tax rollback election

Thanks,

Dorothy McWhorter



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 09/13/16

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

ITEM:

Public hearing and consider an ordinance to rezone Lot D, Block 2, International Square Addition, located at 807 Forest Ridge Drive, Bedford, Texas from Planned Unit Development (PUD) to amended Planned Unit Development/Specific Use Permit/Indoor Amusement Center (PUD/SUP), specific to 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Conundrum Escape Adventures to operate an indoor amusement center. The property is generally located north of E. Pipeline Road and west of Forest Ridge Drive. (PZ-SUP-2016-50030)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Forest Ridge Drive to the east and E. Pipeline Road to the south, with the site currently a multi-business office park. The applicants are requesting to amend the current PUD for the property, allowing for the addition of an indoor amusement center that will focus on group puzzle and riddle solving so that they can find their way out of a room (Escape Room). They also intend for the business to be by appointment only for the general public or for small corporate events.

The Planning and Zoning Commission recommended approval of this application at their August 25, 2016 meeting by a vote of 4-2-0 with the following stipulations: the hours of operation changed to Monday through Thursday, 11:00 a.m. to 8:00 p.m. (last booking at 7:00 p.m.), and Friday, Saturday, and Sunday 11:00 a.m. to 11:00 p.m. (last booking at 10:00 p.m.).

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lot D, Block 2, International Square Addition, located at 807 Forest Ridge Drive, Bedford, Texas from Planned Unit Development (PUD) to amended Planned Unit Development/Specific Use Permit/Indoor Amusement Center (PUD/SUP), specific to 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Conundrum Escape Adventures to operate an indoor amusement center. The property is generally located north of E. Pipeline Road and west of Forest Ridge Drive. (PZ-SUP-2016-50030)

FISCAL IMPACT:

N/A

ATTACHMENTS:

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

ORDINANCE NO. 16-

AN ORDINANCE TO REZONE LOT D, BLOCK 2, INTERNATIONAL SQUARE ADDITION, LOCATED AT 807 FOREST RIDGE DRIVE, BEDFORD, TEXAS FROM PLANNED UNIT DEVELOPMENT (PUD) TO AMENDED PLANNED UNIT DEVELOPMENT/SPECIFIC USE PERMIT/INDOOR AMUSEMENT CENTER (PUD/SUP), SPECIFIC TO 3.2.C(13)G OF THE CITY OF BEDFORD ZONING ORDINANCE, ALLOWING FOR CONUNDRUM ESCAPE ADVENTURES TO OPERATE AN INDOOR AMUSEMENT CENTER. THE PROPERTY IS GENERALLY LOCATED NORTH OF E. PIPELINE ROAD AND WEST OF FOREST RIDGE DRIVE. (PZ-SUP-2016-50030)

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 D, Block 2, International Square Addition, located at 807 Forest Ridge Drive, Bedford, Texas from Planned Unit Development (PUD) to amended Planned Unit Development/Specific Use Permit/Indoor Amusement Center (PUD/SUP), specific to 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Conundrum Escape Adventures to operate an indoor amusement center. The property is generally located north of E. Pipeline Road and west of Forest Ridge Drive. (PZ-SUP-2016-50030)

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 D, Block 2, International Square Addition, shall be shown as approved by this ordinance.

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

1. That the business hours be limited to Monday-Thursday 11:00 a.m. to 8:00 p.m. (last booking at 7:00 p.m.), and Friday, Saturday, and Sunday 11:00 a.m. to 11:00 p.m. (last booking at 10:00 p.m.).

SECTION 4. 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 5. That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.

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

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

ORDINANCE NO. 16-

violation. Each day that an offense or violation occurs shall constitute a separate offense.

SECTION 8. That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Bedford and the laws of the State of Texas.

PRESENTED AND PASSED this 13th day of September, 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:

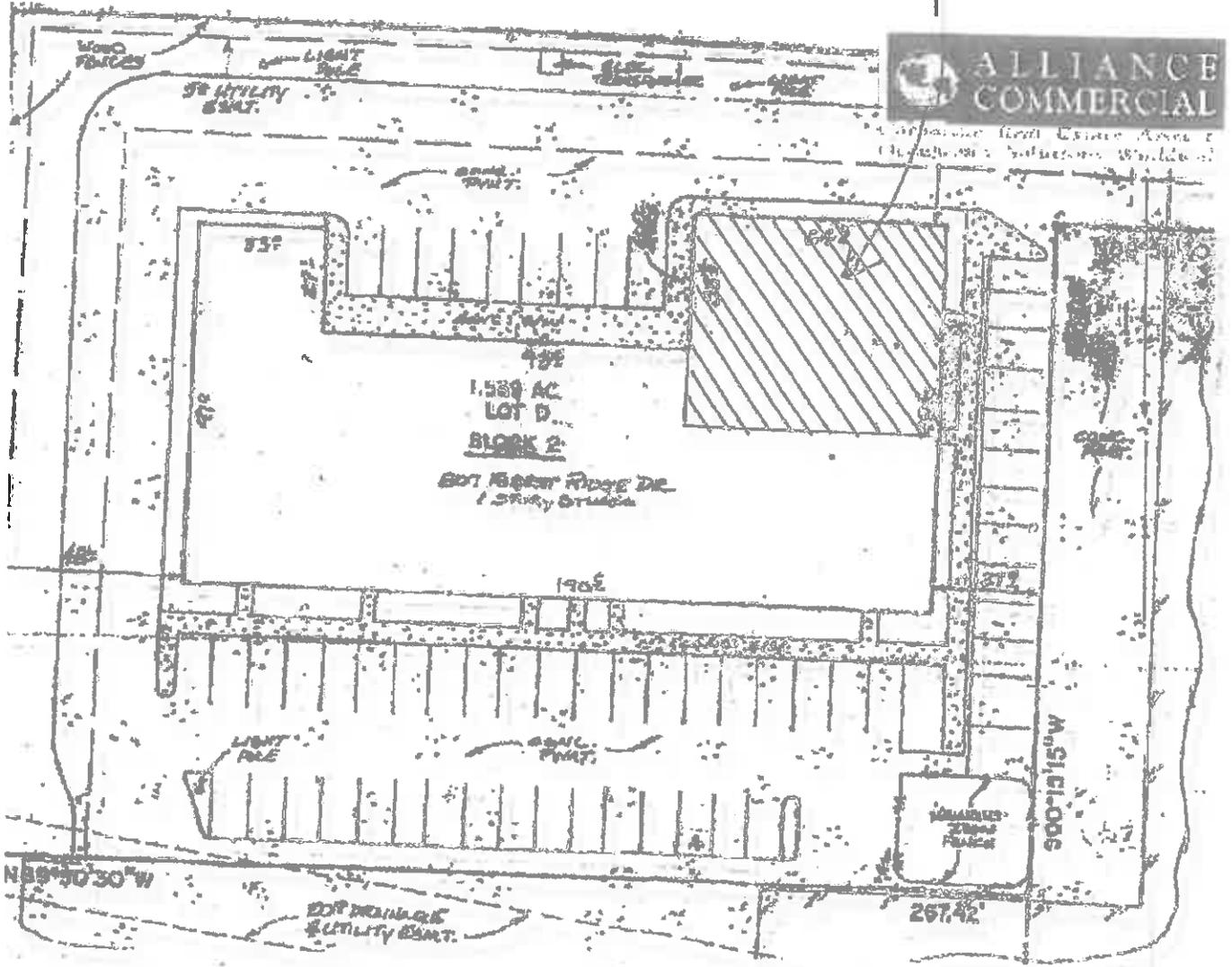
Michael Wells, City Secretary

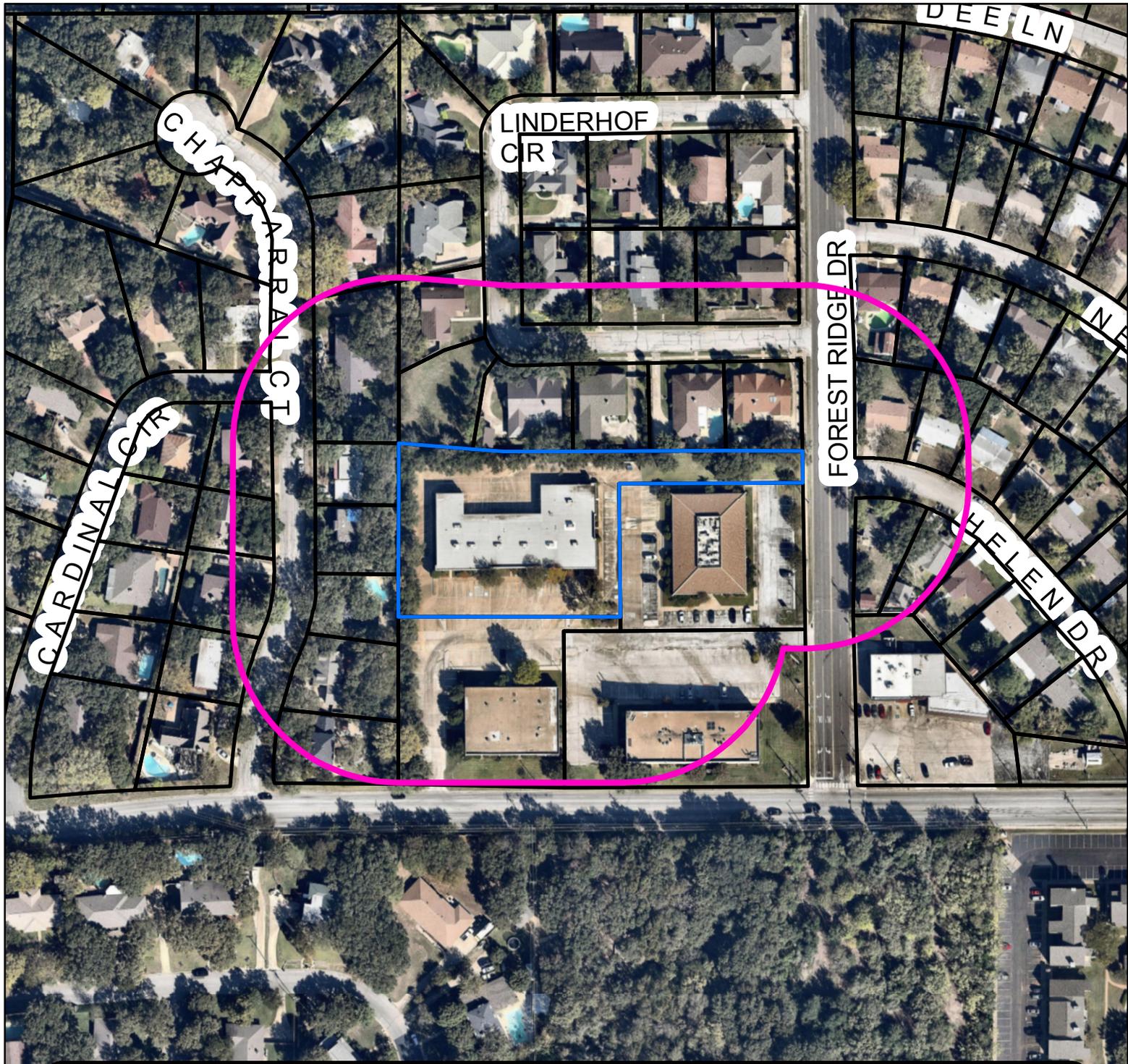
APPROVED AS TO FORM:

Stan Lowry, City Attorney

Exhibit "A"

807-106





Hearing

Date: 8-25-2016 PZ-2016-50030

**Address: 807 Forest Ridge Dr
Bedford, TX 76022**

**Legal Description:
Block 2, Lot D International Square Addition**

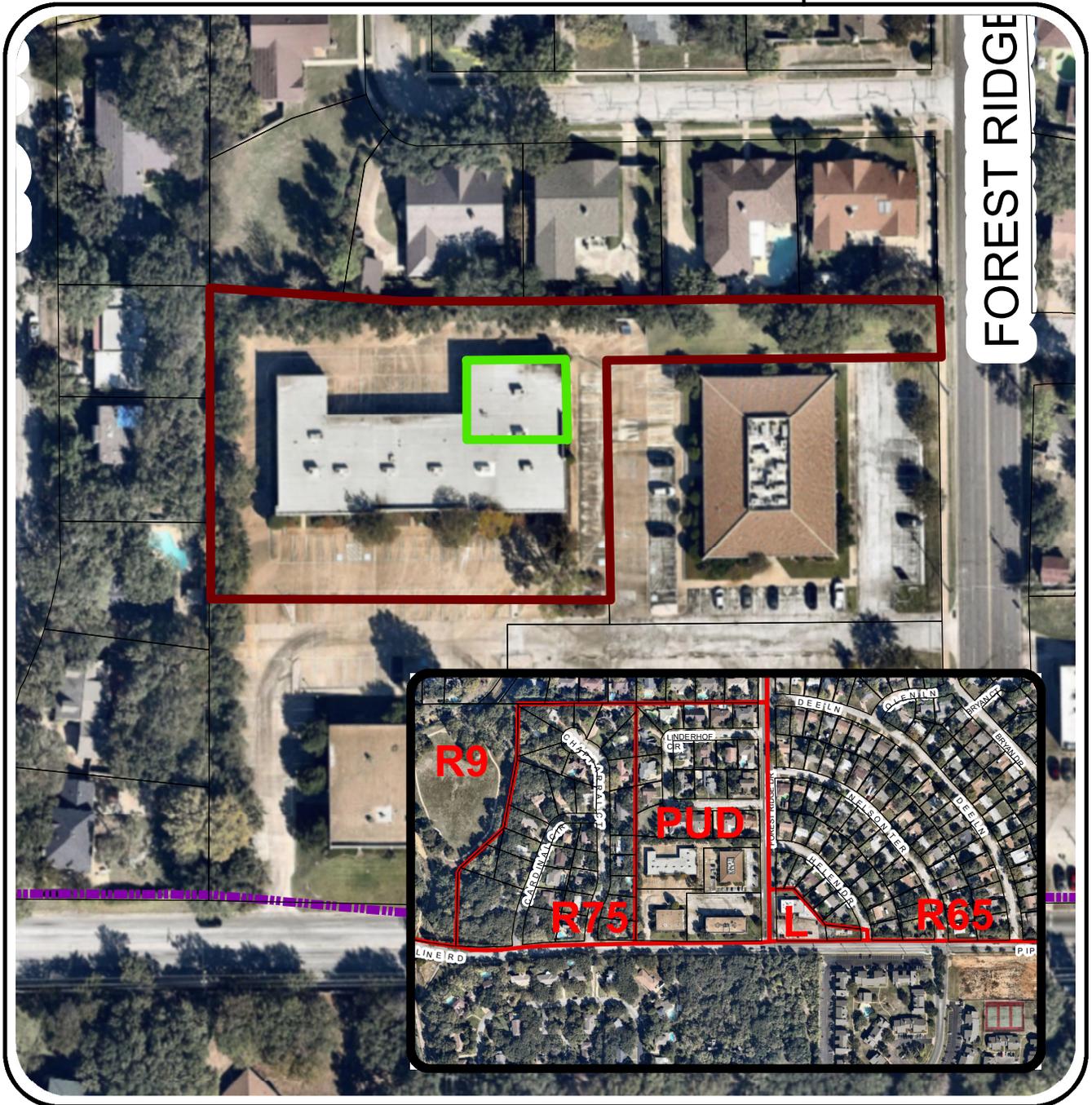
 **200 Ft Buffer**
 **Project Location**



* NOTE: This data is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Bedford assumes no responsibility for the accuracy of said data.

PZ-SUP-2016-50030 807 Forest Ridge Dr
Zoned "PUD" Planned Unit Development

FOREST RIDGE



Legend

-  Proposed Property
-  Proposed Buildings

Applicants Signature of Acknowledgement



PZ-SUP-2016-50030

PLANNING AND ZONING COMMISSION
MEETING MINUTES OF AUGUST 25, 2016

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3. Zoning Case PZ-SUP-2016-50030, public hearing and consider a request to rezone Lot D, Block 2, International Square Addition, located at 807 Forest Ridge Drive, Bedford, Texas from (PUD) Planned Unit Development to amended (PUD/SUP) Planned Unit Development/Specific Use Permit/Indoor Amusement Center, specific to 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Conundrum Escape Adventures to operate an indoor amusement center. The property is generally located north of E. Pipeline Road and west of Forest Ridge Drive. (PZ-SUP-2016-50030)

Emilio Sanchez, Planning Manager, reviewed zoning case PZ-SUP-2016-00050030.

Meredith Vogel, petitioner, 14028 Rodeo Daze Drive, Haslet, TX 76052.

Escape rooms are about working together as a group to solve puzzles. It teaches people how to work together as a team, learn something about yourself and the people that you are with, to achieve a common goal.

People are not necessarily "locked" into rooms. Every space that a patron will be in will be in an unlocked room. Nobody will be locked in any space that they cannot get out of at any point any time.

Generally, an escape room is something you do with a small group of people. A person can book their own group, or book individually and be grouped with a bunch of strangers.

A large portion of their business will be corporate.

The games are one hour in length.

A group will go into a room and look for clues to solve a puzzle together. Some games are trying to get out of the room within an hour or find an object within an hour. People in the group must work together to achieve the goal of solving the puzzles.

There will be a few different themed rooms in this location.

The business is open to the public. They chose Bedford because the area is central in the metroplex.

They want to be active with the community, church groups, and charity groups. Because of the nature of the business, they would like to bring people together.

Commissioner Stroope asked the petitioner what the hours of operation will be.

Ms. Vogel said that because it is by booking, there is a lot of opportunity. Hours for the public will be Friday from 5:00 p.m. to midnight, all day Saturday and most of the day on Sunday. They will only be open by appointment during the week.

They do not operate escape rooms in any other location in the metroplex. They have been to 60 escape rooms across Texas and the United States.

Each room will hold a maximum of eight people. There will be a total of six rooms. All activity will occur inside.

The parking lot faces toward the street and away from the residential area.

There will be a lobby for people to wait inside rather than people hanging around outside.

**PLANNING AND ZONING COMMISSION
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Signage has not been determined. This business relies on online booking and is not a type of business people would drive by and walk in.

Commissioner Culver asked the petitioner to clarify the number of rooms since the site plan shows eight rooms while the petitioner said there will be six rooms, and if she has worked with the fire marshal to determine the maximum occupancy.

Ms. Vogel said they haven't spoken to the fire marshal regarding occupancy per room. Not all of the rooms will be activity rooms. There will be a lobby, a conference room, and a room for staff.

Emilio Sanchez informed the commission that the maximum capacity will be determined when the final plans are submitted.

Commissioner Reese inquired about the cost.

The cost will be \$29.00 per person.

Commissioner Stroope asked about adequate parking.

There are three parking areas for this office building complex. This building will be over parked. Not all eight rooms will be operating at the same time due to staffing.

Chairman Carlson opened the public hearing at 7:32 p.m.

Mark Smith, 25 Linderhof, Bedford, TX 76022.

Mr. Smith asked if this business is a part of a franchise and referred to a website. Ms. Vogel was unaware of a website and business called Conundrum Escape Adventures, which is the same name as her company.

Mr. Smith asked what the square footage of the business will be.

Bill Galley, 9 Linderhof Circle, Bedford, TX 76022.

Mr. Galley's home is directly behind the business. The distance from his backyard to the business front door is 25 yards.

He purchased his home after verification that the businesses behind his property are small, quiet businesses. This office complex is a very low traffic area.

Mr. Galley's concern is noise. He asked the commission to restrict the hours of this business from 8:00 a.m. to 5:00 p.m. Monday through Friday in order to maintain the serenity of the neighborhood, his lifestyle, and property value.

He pointed out that at any given time 48 people can go to this business, taking up 48 parking spots. The parking lot is not adequate.

He said that this is essentially a retail store going into an office park, and asked the commission to not allow this specific use permit.

Sharon Hignight, 13 Linderhof Circle, Bedford, TX 76022.

Ms. Hignight's home is also directly behind this business.

Ms. Hignight asked if there will be an age restriction in place. She would not like teenagers and riff-raff

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF AUGUST 25, 2016**

DRAFT

causing trouble in her backyard. She is concerned about the type of people this business will attract and hours of operation.

Wade Morris, 801 Forest Ridge Drive, #107, Bedford, TX 76022.

Mr. Morris has an accounting office right next door to the applicant's proposed business. He is one of two accountants working in that office.

Mr. Morris inquired about the hours. During tax season his office is open six and a half days a week, sometimes until 9:00 p.m. He is worried about parking and his elderly clients who are nervous about this situation.

Joseph Jack Moore, 925 Nelson Terrace, Bedford, TX 76022.

Mr. Morris pointed out that this area has very little activity, and from a personal standpoint he thinks this business would be really cool. He supports the idea and bringing something different to the neighborhood that would involve the community.

Mr. Morris understands the concerns of youth and riff-raff, and thinks that bringing them in to a business like this will give them something to do that is productive.

Bill Galley re-approached the podium and expressed that he thinks this is an awesome business and wishes them the best of luck. He hopes they find a location more suitable for their business, but reiterated that this location is not an appropriate place for their business. With the exception of the 7-Eleven across the street and the office park, this area is completely surrounded by residential areas, and the residents do not want people coming into that area during the proposed business hours.

Ms. Vogel responded to the concerns and inquiries:

In regards to their business hours, most of their business will be done on the weekends. She is willing to compromise with the residents on a midnight hour during the weekend. The business will not survive if they are restricted on the weekend hours they are open.

The target audience for this business is young professionals between the ages of 20 and 40 years of age. Any minors in the room must have adult supervision. Any person under the age of 18 will be required to have a waiver signed. Children are usually with their families, and if somebody wants to bring a child it would be on a case-by-case basis.

In regards to the website, there is another Conundrum Escape Adventures that has opened in North Carolina, and is not in any way affiliated with Ms. Vogel's business.

Commissioner Stroope asked about the decision-making process in this business and if there is any guidance or overview by other people.

Ms. Vogel said that all decisions will be made between her and her partner. They have developed all of the games, decorations, puzzles; everything is solely by them.

Commissioner Reese asked how this site was selected instead of a location off of Harwood or in a retail-based venue.

Ms. Vogel said that this is not necessarily a retail business. Everything is done by booking, and other escape rooms across the country are considered "office space". This business is not driven by people driving by. Since it is all done by booking, paying for a lease in a retail space is not in their favor.

Ms. Vogel said this is not a retail business and people will not be coming and going during the hours they

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF AUGUST 25, 2016**

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are open. She considers this a small business.

Commissioner Reese asked if they have any alternative spaces located off of Harwood or in a store front retail space. He said that this is a retail concept with retail hours going in to a neighborhood office park, and their business is not a good fit for this location. He supports the concept, just not in this location. The hours, clientele, the potential surge are all not conducive to a neighborhood office complex. The parking situation will make it very hard for people to find their business.

Ms. Vogel said that many escape rooms have difficulty finding the right fit to establish their businesses because it is a new concept and not many people are familiar with it. She has seen escape rooms in retail centers and most are in business office parks. This location is based on a financial decision. The floor plan works for this business and she really likes this area.

Chairman Carlson also agreed that this location is not a good fit for their business.

Commissioner Davis asked if they are seeking occlusion; it seems like they are seeking to be located off the beaten path.

Ms. Vogel said the occlusion is fine and it doesn't make sense to pay more money for a store front space with more visibility that will not affect their business one way or the other.

Commissioner Culver asked if their proposed business hours are in line with other escape rooms they have visited. She also asked if it would be possible to scale back the weekend hours to not be open so late.

Ms. Vogel said that the rooms will be booked staggered, meaning not all rooms will be occupied at the same time.

Commissioner Culver said she does not see corporate groups or church groups booking an escape room late at night and, based on the concerns of the residents, offers Ms. Vogel an opportunity to change the hours of operation.

Ms. Vogel said that it would be very difficult because most of their public bookings will occur after normal business hours. Other escape rooms they have looked at are getting bookings during those times.

Commissioner Culver asked if those other escape rooms are located in busier areas, such as a downtown metropolitan area.

Ms. Vogel said that other escape rooms are located in various areas and not just one type of location. Some are located in high traffic areas, and others are located in residential areas. She said they would be willing to take their last booking at 11:00 p.m. on Friday and Saturday nights, but those late hours are prime entertainment hours for people and families to go out and do things.

Commissioner Stroope addressed the parking concerns and believes that based on the unoccupied spaces, they should have enough parking and it shouldn't be an issue. He compared this business to adult laser tag in the sense that a bunch of people get together for an hour and have their fun and leave. However, he also addressed the hours of operation and his concerns with the business being open late on weekdays.

Ms. Vogel said that they do not plan on being open every day of the week, only Friday, Saturday, and Sunday. As bookings fill up they will be open until anywhere from 5:00 p.m. to 9:00 p.m. for bookings on weekdays. Most of the weekday bookings will be during the day.

Mark Smith re-approached the podium and asked about the lighting situation being adequate for a business to be open late at night. If the business is required to put lights up, it will affect all of the

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF AUGUST 25, 2016**

DRAFT

neighbors behind the business.

Emilio responded and said that he is not aware of any lighting in the parking lot aside from what is on the building.

Commissioner Culver verified that there is a globe/lantern-type light in the middle of the parking lot.

Bill Galley addressed Commissioner Stroope and said that their operating hours are the same hours that he enjoys his quiet time. Mr. Galley is concerned about the noise of traffic, people going in and out, car doors being slammed, crowds of people conversing as they are leaving, and said that is a major disturbance considering his house is 25 yards away from his back door. The wood fence between the two properties will not be sufficient for a sound barrier.

Mr. Galley is also concerned about the serenity of the neighborhood and the effect on property values. He asked Commissioner Stroope to reconsider his position based on those concerns.

Commissioner Stroope asked Mr. Galley if he would rather live next to a vacant office building.

Mr. Galley said that it is not vacant and there have always been at least two tenants in every building. There have been no issues with the existing businesses regarding loitering, traffic and noise.

Commissioner Stroope asked about the wooden fence and stated that, per City requirements, there should be a masonry wall between the commercial and residential properties.

Mr. Galley said that the six foot masonry wall is not acceptable. However, there is an eight foot fence that overlaps the masonry wall. The Live Oak trees that are in close proximity to the back fence will not be an effective sound barrier.

Chairman Carlson mentions the lighting concerns in the parking lot.

Mr. Galley said that there are three global lights that are about eight feet tall. They do not illuminate or provide sufficient lighting for safety or convenience, they are strictly ornamental. For this business to be safe during the evening hours, lighting will have to be erected to provide sufficient lighting.

Chairman Carlson closed the public hearing at 8:04 p.m.

Commissioner Sinisi stated that he agrees with Commissioner Stroope. His main concern is the hours of operation. He suggested that the last booking on Friday and Saturday nights be at 9:00 p.m. or 10:00 p.m. for everyone to be out by 11:00 p.m. This change should not be a huge obstacle for the applicant.

Commissioner Culver stated that she is in agreement with Commissioner Sinisi regarding the hours of operation. She believes it will be a safe location, and the concerns of young people causing problems are not viable. She is in favor of this business except for the hours of operation.

Commissioner Reese stated that he is not in favor of this business going in to this particular location. Taking a retail concept and putting it into an office complex will increase traffic in the area and be disruptive to the neighborhood behind it. He proposed to deny this case.

Commissioner Stroope said that with the exception of the hours of operation, he believes that this business will do well in this location. The office complex is going through a transition and this would be a good change.

Commissioner Davis asked about the elevation difference between the office building and the houses behind it.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF AUGUST 25, 2016**

DRAFT

There is no horizontal difference; it is on the same horizontal plane.

Commissioner Sinisi stated that this is not the same as Moxley Manor (a haunted house) which would certainly be disruptive to the neighboring businesses and residential street behind it. Also, \$29.00 per person will not attract teenagers or riff-raff.

Commissioner Culver emphasized the need to modify the hours of operation.

Commissioner Carlson said that the modification of hours will have to be stipulated.

Commissioner Sinisi asked Ms. Vogel to stipulate the weekday hours and weekend hours.

Ms. Vogel stated that the weekday hours will be 11:00 a.m. to 8:00 p.m. Weekend hours will be from 11:00 a.m. to the last booking at 10:00 p.m.

Commissioner Sinisi clarified that if the last booking is at 10:00 p.m. everyone will have left by 11:00 p.m. with the exception of staff.

Ms. Vogel verified the weekend hours.

Chairman Carlson stated that he really likes the idea and would like to give his approval, but he does not like the location. The lighting is inadequate, and an eight foot wooden fence is not an ideal screening. If they wanted a space on the other side of the building he would have no problems with it; however a residential office park is not ideal. He suggests working with the City to try and locate a better location if they do not get approval.

Motion: Commissioner Reese made a motion to deny zoning case PZ-SUP-2016-00050030.

Motion fails due to lack of second motion.

Commissioner Culver made a motion to approve zoning case PZ-SUP-2016-00050030.

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

Ayes: Commissioners Culver, Sinisi, Stroope, and Davis

Nays: Commissioner Reese and Chairman Carlson

Abstention: None

Motion approved 4-2-0. Chairman Carlson recommended approval of zoning case PZ-SUP-2016-00050030 with the following stipulation: The hours of operation change to Monday through Thursday, 11:00 a.m. to 8:00 p.m. (last booking at 7:00 p.m.), and Friday, Saturday, and Sunday 11:00 a.m. to 11:00 p.m. (last booking at 10:00 p.m.).

4. **Zoning Case PZ-SUP-2016-50031, public hearing and consider a request to rezone Lot 1, Block 1, Harwood Village North Addition, located at 605 Harwood Road (2926 Brown Trail), Bedford, Texas, from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit/Dog Kennels, specific to Section 3.2.C.(9)n, Dog Kennels (Breeding, Training, or Boarding), of the City of Bedford Zoning Ordinance, allowing for Furever Friends – Pet Boarding and Daycare to operate a pet boarding/pet daycare facility. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP-2016-50031)**

Emilio Sanchez, Planning Manager, reviewed zoning case PZ-SUP-2016-00050031.



CITY OF
BEDFORD

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

August 26, 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, August 26, 2016.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Sunday, August 28, 2016.

MESSAGE:

CITY OF BEDFORD
PUBLIC HEARING

The City of Bedford City Council gives notice of a public hearing on Tuesday, September 13, 2016, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Zoning Case Z-297, public hearing and consider an ordinance to rezone Lot 4R, Block 1, Wal-Mart Addition, located at 3720 Cheek-Sparger Road, Bedford, Texas from (H/MHC) Heavy Commercial/Master Highway Corridor Overlay District to (H/MHC/SUP) Heavy Commercial/Master Highway Corridor Overlay District/Specific Use Permit/Animal Hospital, specific to Section 3.2.C.10.g, Animal Hospitals and Clinics for the care and temporary boarding of domestic household pets, vet offices, clinics, of the City of Bedford Zoning Ordinance, allowing for City Vet to operate a veterinary clinic with boarding facilities. The subject property is generally located south of Cheek-Sparger Road and west of State Highway 121. (Z-297)

Zoning Case PZ-SUP-2016-50030, public hearing and consider an ordinance to rezone Lot D, Block 2, International Square Addition, located at 807 Forest Ridge Drive, Bedford, Texas from (PUD) Planned Unit Development to amended (PUD/SUP) Planned Unit Development/Specific Use Permit/Indoor Amusement Center, specific to 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Conundrum Escape Adventures to operate an indoor amusement center. The property is generally located north of E. Pipeline Road and west of Forest Ridge Drive. (PZ-SUP-2016-50030)

Zoning Case PZ-SUP-2016-50031, public hearing and consider an ordinance to rezone Lot 1, Block 1, Harwood Village North Addition, located at 605 Harwood Road (2926 Brown Trail), Bedford, Texas, from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit/Dog Kennels, specific to Section 3.2.C.(9)n, Dog Kennels (Breeding, Training, or Boarding), of the City of Bedford Zoning Ordinance, allowing for Furever Love – Pet Boarding and Daycare to operate a pet boarding/pet daycare facility. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP- 2016-50031)



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 09/13/16

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

ITEM:

Public hearing and consider an ordinance to rezone Lot 1, Block 1, Harwood Village North Addition, located at 605 Harwood Road (2926 Brown Trail), Bedford, Texas, from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Dog Kennels (H/SUP), specific to Section 3.2.C.(9)n, Dog Kennels (Breeding, Training, or Boarding), of the City of Bedford Zoning Ordinance, allowing for Furever Love – Pet Boarding and Daycare to operate a pet boarding/pet daycare facility. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP- 2016-50031)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Brown Trail to the west and Harwood Road to the south, with the site currently a multi-tenant business center. The applicant is requesting to rezone the property, allowing for the operation of an indoor pet boarding and grooming facility within the lease space. They will not have any outdoor kennels or play area.

The Planning and Zoning Commission recommended denial of this application at their August 25, 2016 meeting by a vote of 4-2-0. A supermajority vote of Council would be needed for this request to be approved.

RECOMMENDATION:

Staff recommends the following motion:

Denial of an ordinance to rezone Lot 1, Block 1, Harwood Village North Addition, located at 605 Harwood Road (2926 Brown Trail), Bedford, Texas, from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Dog Kennels (H/SUP), specific to Section 3.2.C.(9)n, Dog Kennels (Breeding, Training, or Boarding), of the City of Bedford Zoning Ordinance, allowing for Furever Love – Pet Boarding and Daycare to operate a pet boarding/pet daycare facility. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP- 2016-50031)

FISCAL IMPACT:

N/A

ATTACHMENTS:

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

ORDINANCE NO. 16-

AN ORDINANCE TO REZONE LOT 1, BLOCK 1, HARWOOD VILLAGE NORTH ADDITION, LOCATED AT 605 HARWOOD ROAD (2926 BROWN TRAIL), BEDFORD, TEXAS, FROM HEAVY COMMERCIAL (H) TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT/DOG KENNELS (H/SUP), SPECIFIC TO SECTION 3.2.C.(9)N, DOG KENNELS (BREEDING, TRAINING, OR BOARDING), OF THE CITY OF BEDFORD ZONING ORDINANCE, ALLOWING FOR FUREVER LOVE – PET BOARDING AND DAYCARE TO OPERATE A PET BOARDING/PET DAYCARE FACILITY. THE SUBJECT PROPERTY IS GENERALLY LOCATED NORTH OF HARWOOD ROAD AND EAST OF BROWN TRAIL. (PZ-SUP- 2016-50031)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Zoning Ordinance be rezoned for property known as Lot 1, Block 1, Harwood Village North Addition, located at 605 Harwood Road (2926 Brown Trail), Bedford, Texas, from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit/Dog Kennels (H/SUP), specific to Section 3.2.C.(9)n, Dog Kennels (Breeding, Training, or Boarding), of the City of Bedford Zoning Ordinance, allowing for Furever Love – Pet Boarding and Daycare to operate a pet boarding/pet daycare facility. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP- 2016-50031)

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

- SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.
- SECTION 2. That Section 2 of the Zoning Ordinance be amended and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended so that the land described as:
- Lot 1, Block 1, Harwood Village North 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 13th day of September, 2016 by a vote of ___ ayes, ___ nay 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

Exhibit "A"

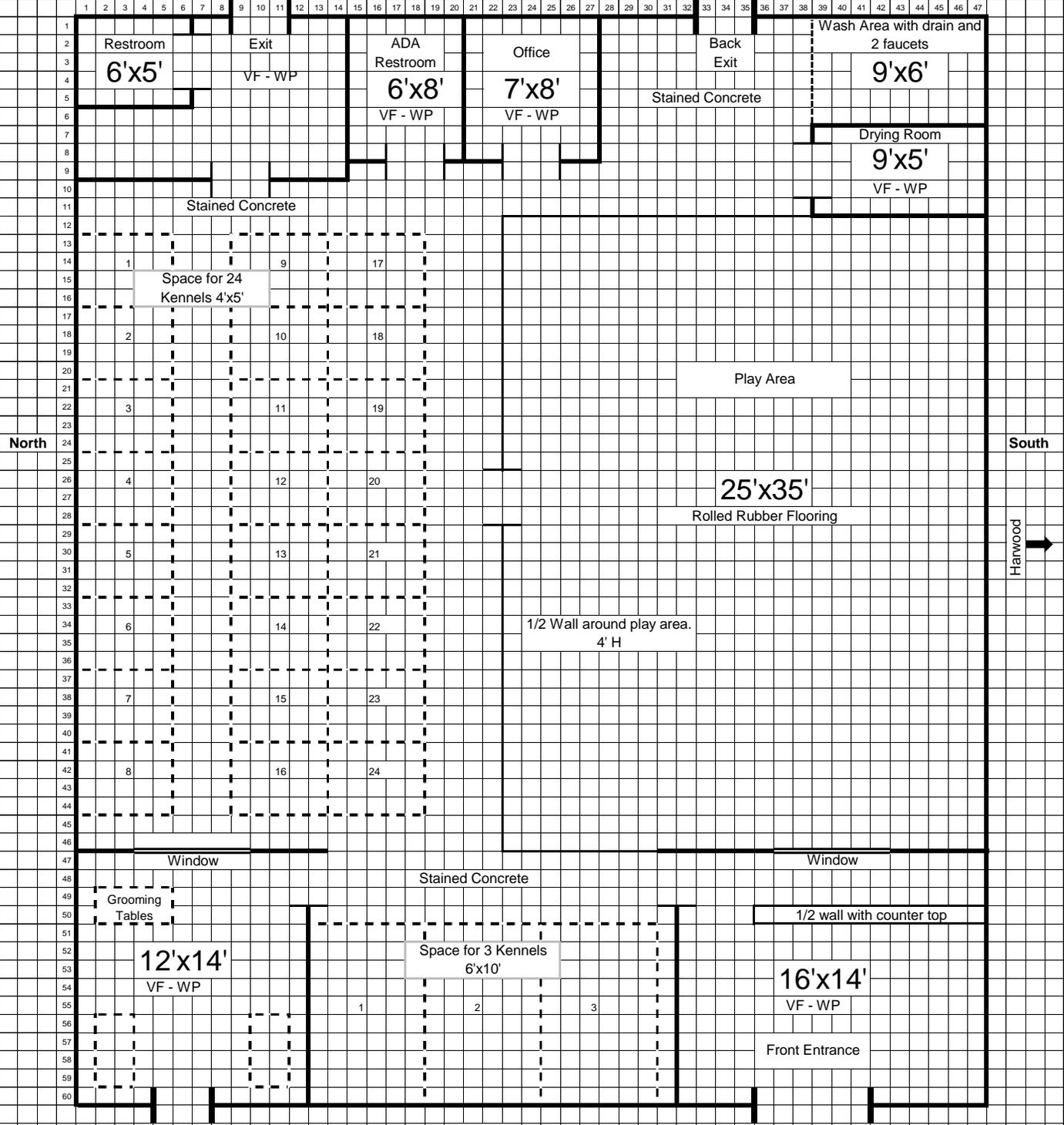


Harwood Village North Shopping Center
 NEC Brown Trail & Harwood Dr.
 Bedford, Texas

**Furever Friends
Pet Boarding and Daycare**

East

1 is equal to 1 Sqft

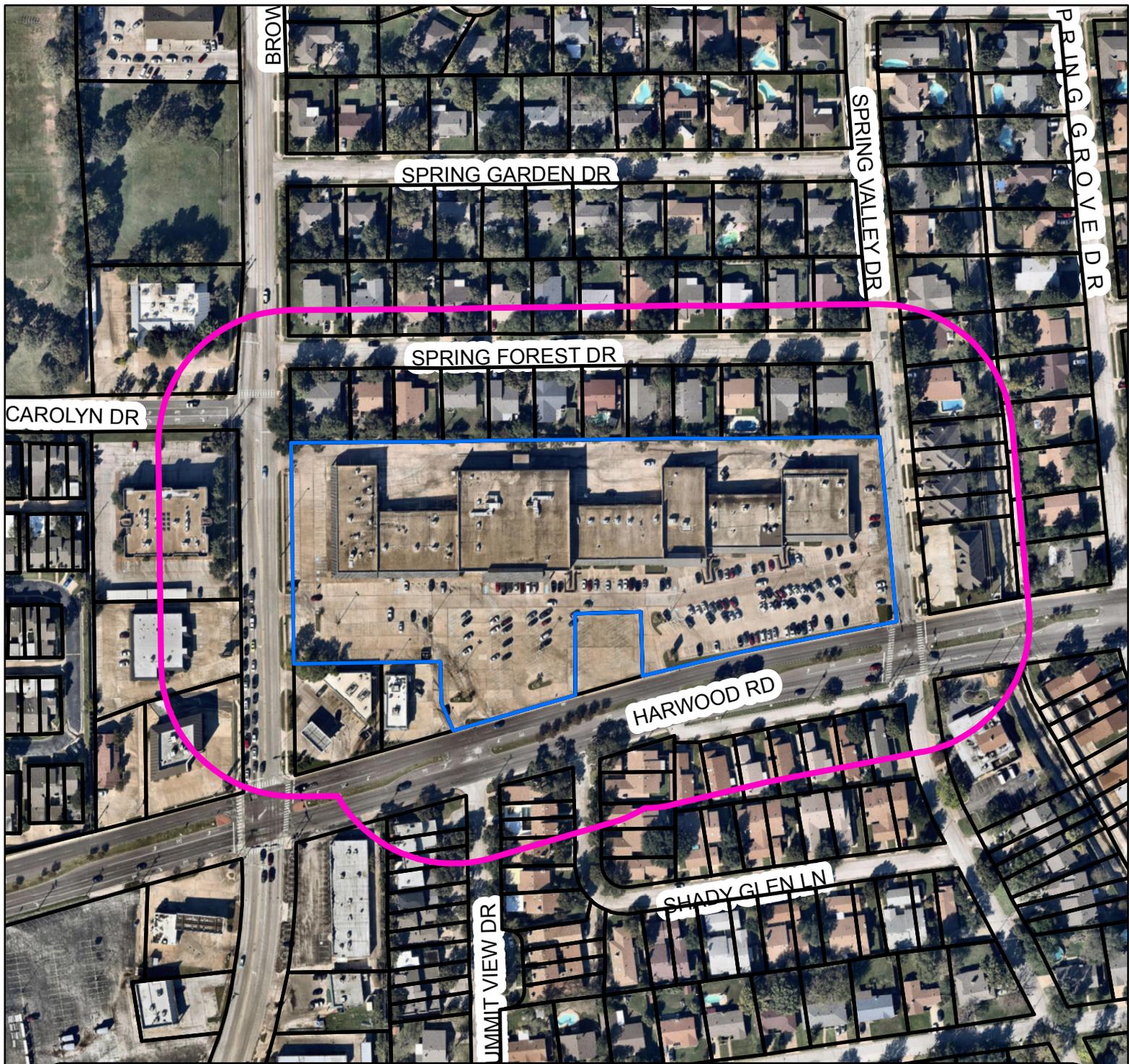


Flooring Materials:
Vinyl Floor - Wood Plank (VF-WP)
Grey Stained Concrete
3/8" Rolled Rubber Flooring

Business Owner:
David Lee
1204 Cliffwood Rd
Euless, TX 76040
817-805-3200

Site Plans: Furever Friends - Pet Boarding and Daycare
Harwood Village North
605 Harwood Rd. Suite 2926
Bedford TX 76021

Brown Trail
↓



Hearing

Date: 8-25-2016 PZ-2016-50031

**Address: 605 Harwood Rd (2926 Brown Trl)
Bedford, TX 76021**

**Legal Description:
Block 1, Lot 1 Harwood Village North Addition**

 200 Ft Buffer
 Project Location



* NOTE: This data is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Bedford assumes no responsibility for the accuracy of said data.

PZ-SUP-2016-50031 2926 Brown Trail (605 Harwood Road)
Zoned "H" Heavy Commercial



Legend

- Proposed Property
- Proposed Buildings

Applicants Signature of Acknowledgement



PZ-SUP-2016-50031

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF AUGUST 25, 2016**

DRAFT

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Commissioner Culver emphasized the need to modify the hours of operation.

Commissioner Carlson said that the modification of hours will have to be stipulated.

Commissioner Sinisi asked Ms. Vogel to stipulate the weekday hours and weekend hours.

Ms. Vogel stated that the weekday hours will be 11:00 a.m. to 8:00 p.m. Weekend hours will be from 11:00 a.m. to the last booking at 10:00 p.m.

Commissioner Sinisi clarified that if the last booking is at 10:00 p.m. everyone will have left by 11:00 p.m. with the exception of staff.

Ms. Vogel verified the weekend hours.

Chairman Carlson stated that he really likes the idea and would like to give his approval, but he does not like the location. The lighting is inadequate, and an eight foot wooden fence is not an ideal screening. If they wanted a space on the other side of the building he would have no problems with it; however a residential office park is not ideal. He suggests working with the City to try and locate a better location if they do not get approval.

Motion: Commissioner Reese made a motion to deny zoning case PZ-SUP-2016-00050030.

Motion fails due to lack of second motion.

Commissioner Culver made a motion to approve zoning case PZ-SUP-2016-00050030.

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

Ayes: Commissioners Culver, Sinisi, Stroope, and Davis

Nays: Commissioner Reese and Chairman Carlson

Abstention: None

Motion approved 4-2-0. Chairman Carlson recommended approval of zoning case PZ-SUP-2016-00050030 with the following stipulation: The hours of operation change to Monday through Thursday, 11:00 a.m. to 8:00 p.m. (last booking at 7:00 p.m.), and Friday, Saturday, and Sunday 11:00 a.m. to 11:00 p.m. (last booking at 10:00 p.m.).

- 4. Zoning Case PZ-SUP-2016-50031, public hearing and consider a request to rezone Lot 1, Block 1, Harwood Village North Addition, located at 605 Harwood Road (2926 Brown Trail), Bedford, Texas, from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit/Dog Kennels, specific to Section 3.2.C.(9)n, Dog Kennels (Breeding, Training, or Boarding), of the City of Bedford Zoning Ordinance, allowing for Furever Friends – Pet Boarding and Daycare to operate a pet boarding/pet daycare facility. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP-2016-50031)**

Emilio Sanchez, Planning Manager, reviewed zoning case PZ-SUP-2016-00050031.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF AUGUST 25, 2016**

DRAFT

David Lee, petitioner, 1204 Cliffwood Road, Euless, TX 76040.

Mr. Lee is looking to open a pet boarding, day care, and grooming facility. This will be a family operated business.

This will be an indoor facility with 24 4' x 5' kennels, three luxury size kennels that will be 6' x 10', and a large indoor play area for the dogs.

There will be rolled rubber flooring in the play area for the dogs. In the play area, there will be many items for the dogs to play on.

There will be three grooming stations with three separate tables. There will be a separate room for drying and bathing the dogs.

There will be a lobby in the front. They are looking to possibly sell small items in the lobby such as dog treats.

Their focus will be on the service, ensuring that they provide the best service that they can for the owners and their pets. They want the customers to know that their pets will be well taken care of. The pets will be loved on and played with, rather than just being placed into a kennel and sit there all day.

There will be up to four staff to assist with walking the dogs. The dogs will get a couple of walks each day, both the dogs that are being boarded and the dogs that are there for daycare.

Upgrades in services will be offered, such as extra walks during the day or cuddle time with the pets.

Environmentally-friendly non-toxic cleaning products will be used, organic pet-friendly products for grooming services. Any pet food or treats that they provide will also be organic.

Hours of operation will be Monday through Friday, 7:00 a.m. to 6:00 p.m. Possible hours for Saturday will be 8:00 a.m. to 5:00 p.m. although that may be cut back to 4:00 p.m. The hours on Sunday will be 12:00 p.m. to 3:00 p.m. or by appointment to cater for customers who cannot pick up their animal until the evening due to travel schedule.

Commissioner Stroope asked if they will allow two dogs to stay in the same kennel at once.

Mr. Lee said that if a family has two dogs and they request that the two dogs stay in the same kennel, they will allow it. Some families do request that their dogs be boarded in the same kennel.

Commissioner Culver asked if the business closes at 6:00 p.m. and closed for a long period of time, like Sunday, who stays with the dogs after the business has closed?

Mr. Lee said that the business hours are just the last hours that somebody can pick up their dog that day. There will still be somebody there to clean the facility and play with the dogs. There will not be anyone who will stay there overnight. Staff will leave around 8:00 p.m. and be back around 6:00 a.m.

Commissioner Sinisi asked if all breeds will be welcome.

Mr. Lee said all breeds will be welcome, but proof of vaccinations will be required.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF AUGUST 25, 2016**

DRAFT

Commissioner Sinisi asked with all of the concrete around the building, where will the dog walking and exercise take place?

Mr. Lee said the dogs will be walked in the opposite direction of the neighborhood that is located to the north of the building. They will be walked toward Harwood Road and on the sidewalks around the shopping center. There are some grassy areas for the dogs to do their business.

Commissioner Davis asked where the dogs will be able to relieve themselves, and how he plans on controlling the odor.

Mr. Lee said that their cleaning products also deodorize, as well as used as a disinfectant to prevent the spread of Parvo and Kennel Cough and other diseases. One of the main focuses is keeping the facility clean and odor-free.

Commissioner Stroope asked where exactly the dogs will be allowed to relieve themselves outside and how the mess will be cleaned up.

Mr. Lee said that the mess will be cleaned up as they are out walking the dog. Only one dog will be walked at a time.

Commissioner Stroope asked if the staff will go outside once in a while and hose down the areas where the dogs relieve themselves.

Commissioner Davis pointed out that this space is right next door to a donut shop.

Mr. Lee said it would be difficult to clean dog urine out of the grass.

Commissioner Stroope said that if several dogs use the same areas, those areas will become saturated pretty quickly. He is concerned that it may become a hazard and off-putting for people walking along the sidewalks. He suggests looking for a deodorizing spray that they could go outside and spray those areas once or twice a week.

Mr. Lee said that is something he could do.

Chairman Carlson asked if the shopping center owner receives complaints, would they be able to do something about it.

Mr. Lee said yes they would.

Chairman Carlson opened the public hearing at 8:30 p.m.

Chairman Carlson closed the public hearing at 8:30 p.m.

Chairman Carlson asked if the business name will be changed to Furever Love and if that will create a legal problem in the application process.

Emilio Sanchez said the business name will be changed from Furever Friends to Furever Love, and that will not cause any problems legally or in the application process. The name will be changed administratively.

Commissioner Sinisi voiced his opposition because all breeds will be welcome and it poses a potential danger with the location being next to the donut shop. His concern is the owners with their dogs in close proximity to kids with their donuts, and there is the potential that a dog may break free from the owner and try to get the food from the child. Another location would be better for this business.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF AUGUST 25, 2016**

DRAFT

Commissioner Culver agreed with Commissioner Sinisi, saying that this is not an appropriate location for this business. There are several children that walk through that area, not enough grassy areas for the dogs, and the donut shop being so close. She is in favor of the business, but it needs to be in another location.

Motion: Commissioner Sinisi made a motion to deny zoning case PZ-SUP-2016-00050031.

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

Ayes: Commissioners Culver, Sinisi, Reese, and Davis

Nays: Commissioner Stroope and Chairman Carlson

Abstention: None

Motion approved 4-2-0. Chairman Carlson recommended to deny zoning case PZ-SUP-2016-00050031.

ADJOURNMENT

Motion: Commissioner Sinisi made a motion to adjourn, Commissioner Reese seconded the motion, and the vote was as follows:

Ayes: Commissioners Culver, Sinisi, Reese, Stroope, Davis, and Chairman Carlson

Nays: None

Abstention: None

Motion approved 6-0. Chairman Carlson adjourned the Planning and Zoning Commission meeting at 8:35 p.m.

**Todd Carlson, Chairman
Planning and Zoning Commission**

ATTEST:

**Kristtina Starnes, Coordinator
Planning and Zoning Liaison**



CITY OF
BEDFORD

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

August 26, 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, August 26, 2016.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Sunday, August 28, 2016.

MESSAGE:

CITY OF BEDFORD
PUBLIC HEARING

The City of Bedford City Council gives notice of a public hearing on Tuesday, September 13, 2016, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Zoning Case Z-297, public hearing and consider an ordinance to rezone Lot 4R, Block 1, Wal-Mart Addition, located at 3720 Cheek-Sparger Road, Bedford, Texas from (H/MHC) Heavy Commercial/Master Highway Corridor Overlay District to (H/MHC/SUP) Heavy Commercial/Master Highway Corridor Overlay District/Specific Use Permit/Animal Hospital, specific to Section 3.2.C.10.g, Animal Hospitals and Clinics for the care and temporary boarding of domestic household pets, vet offices, clinics, of the City of Bedford Zoning Ordinance, allowing for City Vet to operate a veterinary clinic with boarding facilities. The subject property is generally located south of Cheek-Sparger Road and west of State Highway 121. (Z-297)

Zoning Case PZ-SUP-2016-50030, public hearing and consider an ordinance to rezone Lot D, Block 2, International Square Addition, located at 807 Forest Ridge Drive, Bedford, Texas from (PUD) Planned Unit Development to amended (PUD/SUP) Planned Unit Development/Specific Use Permit/Indoor Amusement Center, specific to 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Conundrum Escape Adventures to operate an indoor amusement center. The property is generally located north of E. Pipeline Road and west of Forest Ridge Drive. (PZ-SUP-2016-50030)

Zoning Case PZ-SUP-2016-50031, public hearing and consider an ordinance to rezone Lot 1, Block 1, Harwood Village North Addition, located at 605 Harwood Road (2926 Brown Trail), Bedford, Texas, from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit/Dog Kennels, specific to Section 3.2.C.(9)n, Dog Kennels (Breeding, Training, or Boarding), of the City of Bedford Zoning Ordinance, allowing for Furever Love – Pet Boarding and Daycare to operate a pet boarding/pet daycare facility. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP- 2016-50031)



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 09/13/16

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

ITEM:

Public hearing and consider an ordinance to rezone Lot 4R, Block 1, Wal-Mart Addition, located at 3720 Cheek-Sparger Road, Bedford, Texas from Heavy Commercial/Master Highway Corridor Overlay District (H/MHC) to Heavy Commercial/Master Highway Corridor Overlay District/Specific Use Permit/Animal Hospital (H/MHC/SUP), specific to Section 3.2.C.10.g, Animal Hospitals and Clinics for the care and temporary boarding of domestic household pets, vet offices, clinics, of the City of Bedford Zoning Ordinance, allowing for City Vet to operate a veterinary clinic with boarding facilities. The subject property is generally located south of Cheek-Sparger Road and west of State Highway 121. (Z-297)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Cheek-Sparger Road to the north and State Highway 121 to the east, with the site currently a vacant lot. The applicants are requesting to rezone the property allowing for the construction and operation of an approximate 6,983 square foot City Vet facility. They will offer a full range of veterinary services, along with temporary boarding and grooming services, and pet supplies. The site is located within the Master Highway Corridor Overlay District and the proposed development meets all setback, landscaping and parking requirements of the district.

The Planning and Zoning Commission recommended approval of this application at their August 25, 2016 meeting by a vote of 6-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lot 4R, Block 1, Wal-Mart Addition, located at 3720 Cheek-Sparger Road, Bedford, Texas from Heavy Commercial/Master Highway Corridor Overlay District (H/MHC) to Heavy Commercial/Master Highway Corridor Overlay District/Specific Use Permit/Animal Hospital (H/MHC/SUP), specific to Section 3.2.C.10.g, Animal Hospitals and Clinics for the care and temporary boarding of domestic household pets, vet offices, clinics, of the City of Bedford Zoning Ordinance, allowing for City Vet to operate a veterinary clinic with boarding facilities. The subject property is generally located south of Cheek-Sparger Road and west of State Highway 121. (Z-297)

FISCAL IMPACT:

N/A

ATTACHMENTS:

- Ordinance
- Site Plan
- Landscape Plan
- Building Elevations
- CityVet Presentation
- Aerial
- Zoning Sign Photo
- Planning and Zoning Minutes
- Star Telegram Publication

ORDINANCE NO. 16-

AN ORDINANCE TO REZONE LOT 4R, BLOCK 1, WAL-MART ADDITION, LOCATED AT 3720 CHEEK-SPARGER ROAD, BEDFORD, TEXAS FROM HEAVY COMMERCIAL/MASTER HIGHWAY CORRIDOR OVERLAY DISTRICT (H/MHC) TO HEAVY COMMERCIAL/MASTER HIGHWAY CORRIDOR OVERLAY DISTRICT/SPECIFIC USE PERMIT/ANIMAL HOSPITAL (H/MHC/SUP), SPECIFIC TO SECTION 3.2.C.10.G, ANIMAL HOSPITALS AND CLINICS FOR THE CARE AND TEMPORARY BOARDING OF DOMESTIC HOUSEHOLD PETS, VET OFFICES, CLINICS, OF THE CITY OF BEDFORD ZONING ORDINANCE, ALLOWING FOR CITY VET TO OPERATE A VETERINARY CLINIC WITH BOARDING FACILITIES. THE SUBJECT PROPERTY IS GENERALLY LOCATED SOUTH OF CHEEK-SPARGER ROAD AND WEST OF STATE HIGHWAY 121. (Z-297)

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 4R, Block 1, Wal-Mart Addition, located at 3720 Cheek-Sparger Road, Bedford, Texas from Heavy Commercial/Master Highway Corridor Overlay District (H/MHC) to Heavy Commercial/Master Highway Corridor Overlay District/Specific Use Permit/Animal Hospital (H/MHC/SUP), specific to Section 3.2.C.10.g, Animal Hospitals and Clinics for the care and temporary boarding of domestic household pets, vet offices, clinics, of the City of Bedford Zoning Ordinance, allowing for City Vet to operate a veterinary clinic with boarding facilities. The subject property is generally located south of Cheek-Sparger Road and west of State Highway 121. (Z-297)

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 4R, Block 1, Wal-Mart 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.

PRESENTED AND PASSED this 13th day of September, 2016 by a vote of ___ ayes, ___ nay and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

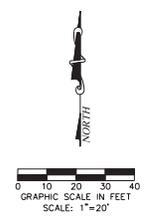
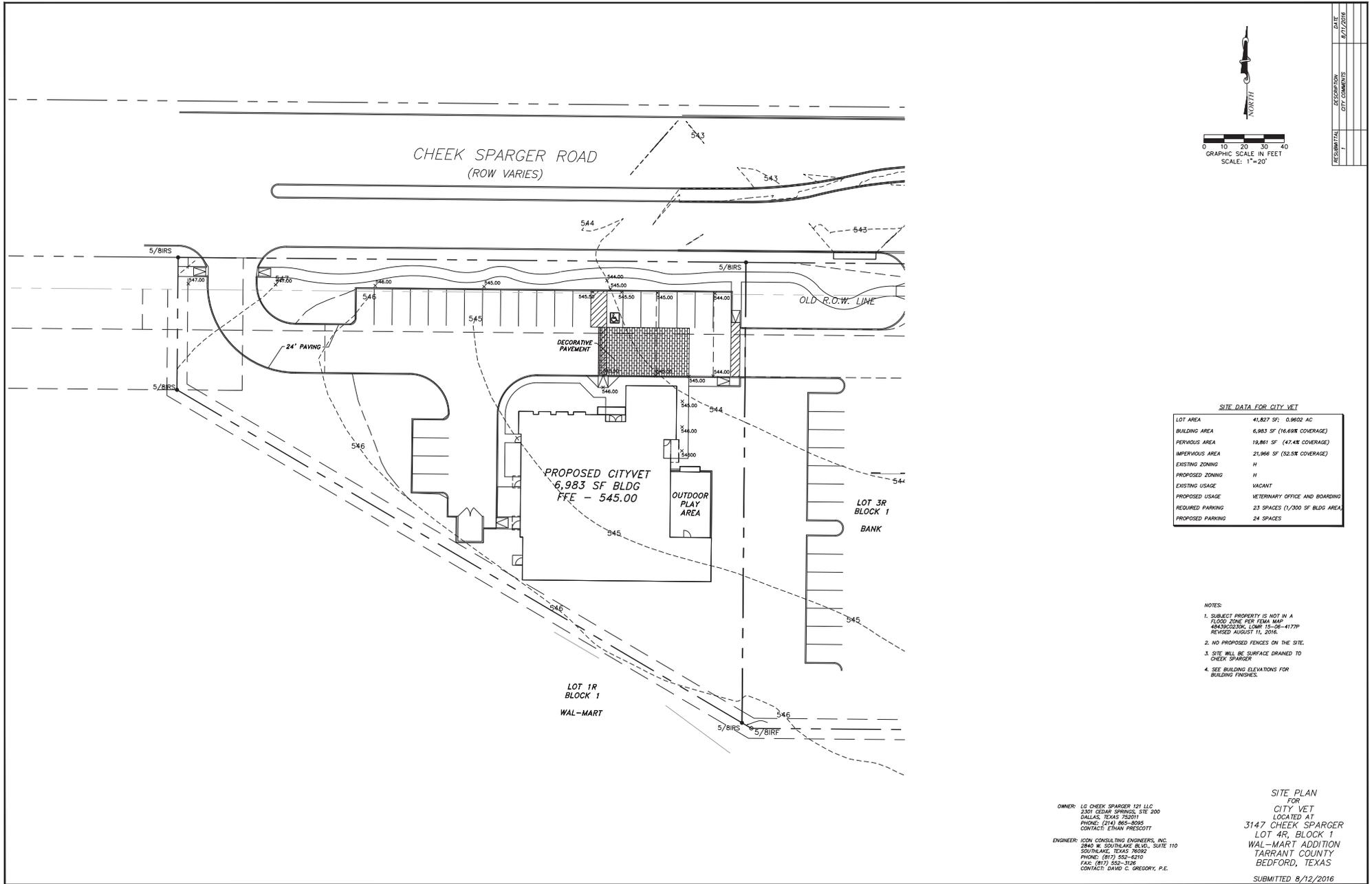
ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

Exhibit "A"



DATE	8/12/2016
REVISION	
CITY COMMENTS	
RE SUBMITTAL	

SITE DATA FOR CITY VET

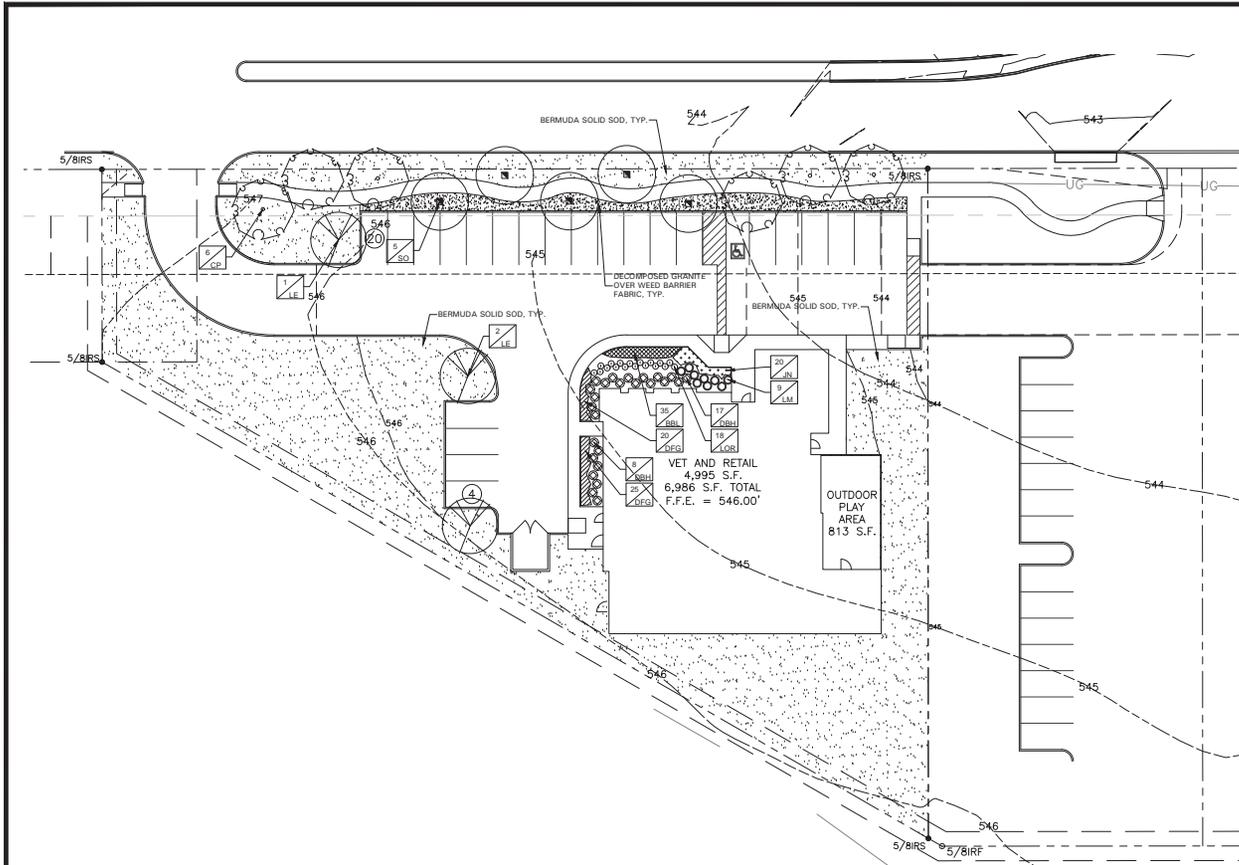
LOT AREA	41,827 SF; 0.9528 AC
BUILDING AREA	6,983 SF (16.69% COVERAGE)
PERVIOUS AREA	19,861 SF (47.4% COVERAGE)
IMPERVIOUS AREA	21,966 SF (52.5% COVERAGE)
EXISTING ZONING	H
PROPOSED ZONING	H
EXISTING USAGE	VACANT
PROPOSED USAGE	VETERINARY OFFICE AND BOARDING
REQUIRED PARKING	23 SPACES (1/300 SF BLDG AREA)
PROPOSED PARKING	24 SPACES

- NOTES:
1. SUBJECT PROPERTY IS NOT IN A FLOOD ZONE PER FEMA MAP 4843303000L, LOWR 15-16-4177P, REVISED AUGUST 11, 2016.
 2. NO PROPOSED FENCES ON THE SITE.
 3. SITE WILL BE SURFACE DRAINED TO CHEEK SPARGER.
 4. SEE BUILDING ELEVATIONS FOR BUILDING FINISHES.

OWNER: LG CHEEK SPARGER 101 LLC
 2301 CEDAR SPRINGS, STE 200
 DALLAS, TEXAS 75201
 PHONE: (214) 855-8095
 CONTACT: ETHAN PRESCOTT

ENGINEER: KCK CONSULTING ENGINEERS, INC.
 3840 W. SOUTHLAKE BLVD., SUITE 110
 SOUTHLAKE, TEXAS 76092
 PHONE: (817) 552-6510
 FAX: (817) 552-3126
 CONTACT: DAVID C. GREGORY, P.E.

SITE PLAN FOR
 CITY VET
 LOCATED AT
 3147 CHEEK SPARGER
 LOT 4R, BLOCK 1
 WAL-MART ADDITION
 TARRANT COUNTY
 BEDFORD, TEXAS
 SUBMITTED 8/12/2016



GENERAL LAWN NOTES

EROSION CONTROL AND SOIL PREPARATION:
 THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TOP SOIL AT THE CORRECT GRADES. CONTRACTOR TO FINE GRADE AREAS TO REACH FINAL CONTOURS AS SPECIFIED PER PLAN. ALL CONTOURS SHOULD ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND STRUCTURES. WATER SHOULD NOT BE ABLE TO POOL IN ANY AREAS UNLESS SPECIFIED OTHERWISE. EROSION FABRIC SUCH AS JUTE MATTING OR OPEN WEAVE TO BE USED WHERE NECESSARY TO PREVENT EROSION.

ANY LOSS OF TOPSOIL OR GRASS DUE TO EROSION IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE 100% ESTABLISHMENT.

CONTRACTOR SHALL REMOVE ANY ROCKS, LIMBS, STICKS AND DEBRIS PRIOR TO INSTALLATION OF TOPSOIL AND SOO.

FOUR (4) OF TOPSOIL SHALL BE APPLIED TO AREAS DISTURBED BY CONSTRUCTION RECEIVING SOO. IF TOPSOIL IS NOT AVAILABLE ON SITE, THE CONTRACTOR SHALL PROVIDE TOPSOIL AS APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE.

TOPSOIL SHALL BE FRIABLE, NATURAL, LOAM, FREE OF ROCKS, WEEDS, BRUSH, CLAY LUMPS, ROOTS, TWIGS, LITTER AND ENVIRONMENTAL CONTAMINANTS.

CONTRACTOR SHALL BE RESPONSIBLE FOR SOO UNTIL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOVING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPAIRING SOO OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION. SOO SHALL BE REPLACED IF NECESSARY.

SOLID SOO:
 SOO SHALL BE PLACED ALONG ALL IMPERVIOUS BODIES. AT A MINIMUM, THIS SHALL INCLUDE CURBS, WALKS, INLETS, MANHOLES AND PAVED DRIVE AREAS. SOO SHALL COVER OTHER AREAS COMPLETELY AS INDICATED BY PLAN.

SOO SHALL BE STRONGLY ROOTED CROUCHING RESISTANT SOO, NOT LESS THAN 1 YEAR OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MACHINE CUT TO PAD THICKNESS OF 3/4" (1 1/4"). EXCLUDING TOP GROWTH AND MULCH, PROVIDE ONLY SOO CAPABLE OF VIGOROUS GROWTH AND DEVELOPMENT WHEN PLANTED.

DO NOT INSTALL SOO IF IT IS DRY OR ON GROUND IS FROZEN, LAY SOO WITH TIGHTLY SETTING JOINTS. NO OVERLAPS WITH STAGGERED JOINTS TO OFFSET JOINTS.

SOO SHALL BE HELD TO TOLERATE A SMOOTH EVEN SURFACE. SOO SHOULD BE WATERED THOROUGHLY DURING INSTALLATION PROCESS.

SHOULD INSTALLATION OCCUR BETWEEN OCTOBER 1ST AND MARCH 1ST, SOO SHALL INCLUDE AN OVERSEED OF ANNUAL RYE OR WINTER GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET FOR A GROUND IN APPEARANCE. CONTRACTOR SHALL ENSURE CONFORMANCE TO §15.01 OF TITLE 7, PART XIX, HORTICULTURE COMMISSION CHAPTER 1.

HYDROMULCH:
 SCARIFY SURFACE TO A MINIMUM OF 2" DEPTH PRIOR TO THE IMPORT TOPSOIL APPLICATION. TOP SOIL SHALL BE PLACED 2" DEPTH IN ALL AREAS TO BE SEED. CONTRACTOR TO SUPPLY HIGH QUALITY IMPORTED TOPSOIL, HIGH IN NITROGEN AND ORGANIC CONTENT FROM A LOCAL SUPPLY. IMPORTED TOPSOIL SHALL BE REASONABLY FREE OF CLAY LUMPS, COARSE SANDS, STONES, ROOTS AND OTHER FOREIGN DEBRIS.

IF INSUFFICIENT MOISTURE IS PRESENT IN SOIL, APPLY WATER AS NECESSARY FOR OPTIMUM MOISTURE FOR SEED APPLICATION.

ALL SEED SHALL BE HIGH QUALITY, TREATED LAWN TYPE SEED AND IS FREE OF NOXIOUS GRASS SEEDS. THE SEED APPLICATION SHALL BE UNIFORMLY DISTRIBUTED ON THE AREAS INDICATED ON PLANS.

HYDROMULCH WITH BERMUDA GRASS SEED AT A RATE OF TWO POUNDS PER ONE THOUSAND SQUARE FEET.

IF INSTALLATION OCCURS BETWEEN OCTOBER 1ST AND APRIL 1ST, ALL HYDROMULCH AREAS SHALL BE OVER-SEED WITH ANNUAL RYE GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET.

CONTRACTOR TO RE-HYDROMULCH WITH BERMUDA GRASS AT THE END OF THE ANNUAL RYE GROWING SEASON.

AFTER INSTALLATION: MAINTENANCE SHALL OPERATE OVER APPLIED AREAS. WATER SEEDING AREAS IMMEDIATELY AFTER INSTALLATION TO SATURATION.

ALL LAWN AREAS TO BE HYDROMULCHED SHALL ACHIEVE 100% COVERAGE PRIOR TO FINAL ACCEPTANCE.

LANDSCAPE TABULATIONS for Bedford, TX

LOCATIONAL CRITERIA	
1. 20% of the site shall be landscaped.	
2. No less than 40% of the total landscaping shall be located in the front yard.	
Site area 41,818 s.f.	PROVIDED
8,364 s.f. (20%)	17,934 s.f. (42%)
3,345 s.f. (40%)	6,957 s.f.

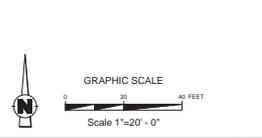
STREET TREES	
1. One tree shall be required every 25 linear feet of frontage	
Cheek Sparger - 263 I.F.	
REQUIRED	PROVIDED
11 trees, 2" cal.	11 trees, 3" cal.

PARKING LOTS	
1. 10% of the gross parking area shall be devoted to living plant material.	
REQUIRED	PROVIDED
1,023 s.f. (10%)	10,36 s.f. (10%)

PLANT SCHEDULE

QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
SHADE TREES					
6	CP	Fruitless Chinese Pistache - Male	<i>Pistacia chinensis 'Keith Davey'</i>	3" cal.	12' ht., 4' spread
3	LE	'Bouquet' Lacebark Elm	<i>Ulmus parvifolia 'UPMTP'</i>	3" cal.	12' ht., 4' spread
5	SO	Shumard Oak	<i>Quercus shumardii</i>	3" cal.	12' ht., 5' spread
SHRUBS					
25	DBH	Dwarf Burford Holly	<i>Ilex cornuta 'Burford Nana'</i>	5 gal.	full, 20" spread, 36" o.c.
9	LM	Lindheimer Muhly Grass	<i>Muhlenbergia lindheimeri</i>	5 gal.	full, 24" spread, 36" o.c.
16	LOR	Loropetalum 'Shang-i'	<i>Loropetalum chinense 'Shang-i'</i>	5 gal.	full, 20" sprd, 24" o.c.
GROUNDCOVER/VINES/GRASS					
35	BBL	Big Blue Linopse	<i>Linopse muscar 'Big Blue'</i>	1 gal.	full, 18" o.c.
45	DFG	Dwarf Fountain Grass	<i>Pennisetum alopecuroides 'Little Bunny'</i>	1 gal.	full, 18" o.c.
20	JN	Crawling Juniper	<i>Juniperus horizontalis</i>	1 gal.	full, 18" o.c.
		Bermuda Solid Sod	<i>Cynodon dactylon</i>		

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed remarks as indicated.



LANDSCAPE NOTES

REFERENCE STEWART AND SPECIFICATIONS FOR INFORMATION NEEDED FOR LANDSCAPE WORK.

CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING STRUCTURES. NOTIFY LANDSCAPE ARCHITECT ON DESIGNATED REPRESENTATIVE FOR ANY UNLUD DISCREPANCIES OR ANY CONDITION THAT WOULD PROMPT THE INSTALLATION AS SHOWN.

CONTRACTOR SHALL CALL 811 TO VERIFY AND LOCATE ANY AND ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. LANDSCAPE ARCHITECT SHOULD BE ADVISED OF ANY UTILITIES.

A MINIMUM OF 2% SLOPE SHALL BE PROVIDED AWAY FROM ALL STRUCTURES. LANDSCAPE ISLANDS SHALL BE CROWNED, AND UNIFORM THROUGHOUT THE SITE.

ALL PLANTING AREAS SHALL BE GRADED SMOOTH TO ACHIEVE FINAL CONTOURS AS INDICATED ON PLAN WITH 1/2" OF TOPSOIL AND 1/2" OF COMPOST AND CONSISTENTLY BLENDED TO A DEPTH OF 6". ALL BEDS SHALL BE CROWNED TO ANTICIPATE SETTLEMENT AND ENSURE PROPER DRAINAGE.

PLANTING AREAS AND SOO TO BE SEPARATED BY STEEL EDGING. EDGING TO BE GREEN IN COLOR AND A MINIMUM OF 3/16" THICK. EDGING SHALL BE STAMPED FROM THE INSIDE OF SOO. EDGING NOT TO BE MORE THAN 1/2" ABOVE FINISHED GRADE.

MULCH SHALL BE INSTALLED AT 1/2" BELOW THE TOPS OF SIDEWALKS AND CURBING.

QUANTITIES ON THESE PLANS ARE FOR REFERENCE ONLY. THE SPACING OF PLANTS SHALL BE AS INDICATED ON PLANS OR OTHERWISE NOTED. ALL TREES AND SHRUBS SHALL BE PLANTED PER DETAILS.

CONTAINER GROWN PLANT MATERIAL IS PREFERRED HOWEVER BOLL AND BURLAP PLANT MATERIAL CAN BE SUBSTITUTED IF NEED BE AND IS APPROPRIATE TO THE SIZE AND QUALITY INDICATED ON THE PLANT MATERIAL LIST.

TREES SHALL BE PLANTED AT A MINIMUM OF 5' FROM ANY UTILITY LINE. SIDEWALK OR CURB. TREES SHALL ALSO BE 10' CLEAR FROM FIRE HYDRANTS.

4" OF SHREDED HARDWOOD MULCH OF SETTLED THICKNESS SHALL BE PLACED OVER 4" OF WOODEN WEED BARRIER FABRIC OR APPROVED EQUAL. WEED BARRIER FABRIC SHALL BE USED IN PLANT BEDS AND AROUND ALL TREES AND SHALL BE WED WEED BARRIER ON APPROVED EQUAL. MULCH SHALL BE SHROUDED BANK OR RUBBER LANDSCAPE MULCH. PINE STRAW MULCH IS PROHIBITED.

CONTRACTOR TO PROVIDE UNIFORM PRICING OF LANDSCAPE MATERIALS AND BE RESPONSIBLE FOR OBTAINING ALL LANDSCAPE AND IRRIGATION PERMITS.

IRRIGATION:
 IN THE ABSENCE OF AN IRRIGATION SYSTEM OR AREAS BEYOND THE COVERAGE LIMITS OF A PERMANENT IRRIGATION SYSTEM, CONTRACTOR SHALL WATER SOO TEMPORARILY BY ANY MEANS AVAILABLE TO DEVELOP ADEQUATE GROWTH. TURF SHALL BE IN 100% ESTABLISHMENT AT THE END OF ACCEPTANCE.

ALL PLANTING BEDS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE-SAFE SENSOR. SYSTEM SHALL ALSO HAVE AN ET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR.

VEGETATION RESTRICTIONS:
 VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY AND REMAINS IN A HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON. IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR VARIETY AND SIZE.

MOWING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNER'S REPRESENTATIVE ACCEPTS AND ASSUMES REGULAR MAINTENANCE.

ALL LANDSCAPE AREAS SHOULD BE CLEANED AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL.

MISCELLANEOUS MATERIALS:
 STEEL EDGING SHALL BE 3/16" X 4 X 1/8" DARK GREEN DURAEDGE STEEL LANDSCAPE EDGING.

RIVER ROCK SHALL BE ARIZONA RIVER ROCK, 1 1/2" - 4" DIAMETER. RIVER ROCK SHALL BE COMPACTED TO A MINIMUM OF 3" DEPTH OVER FILTER FABRIC.

DECOMPOSED GRANITE SHALL CONSIST OF A NATURAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER AND COMPOSED OF VARIOUS STAGES OF DECOMPOSED EARTH BASE. DO SHALL BE PLACED OVER FILTER FABRIC AT A MINIMUM OF 3" DEPTH.

REVISIONS: A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z

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CityVet

LANDSCAPE PLAN

L1.1

16-029

SECTION 02.00 - LANDSCAPE

PART 1 - GENERAL

- 1.1 QUALIFICATIONS OF THE LANDSCAPE CONTRACTOR

A. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING

1.2 REFERENCE DOCUMENTS

A. RELEVANT LANDSCAPE PLANS, NOTES AND DETAILS FOR ADDITIONAL REQUIREMENTS

1.3 SCOPE OF WORK (DESCRIPTION OF WORK)

A. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF WORK SHOWN HEREIN AND IS ON SHOWN ON THE LANDSCAPE PLANS, NOTES AND DETAILS.

B. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.

C. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND, UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

D. FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND SERVICES NECESSARY TO PROVIDE ALL WORK COMPLETE IN PLACE AS SHOWN AND SPECIFIED WORK SHOULD INCLUDE:

- E. PLANTING OF TREES, SHRUBS AND GRASSES
- A. SEEDING
- B. BED PREPARATION AND FERTILIZATION
- C. WATER AND MAINTENANCE UNTIL FINAL ACCEPTANCE
- D. WORK GUARANTEE

1.4 REFERENCES

A. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) 2601 - NURSERY STOCK

B. TEXAS STATE DEPARTMENT OF AGRICULTURE

C. TEXAS ASSOCIATION OF NURSERYMEN, GRADES AND STANDARDS

1.5 SUBMITTALS

A. PROVIDE REPRESENTATIVE QUANTITIES OF EACH SOIL, MULCH, BED MIX, GRAVEL AND STONE BEFORE INSTALLATION. SAMPLES TO BE APPROVED BY OWNER'S REPRESENTATIVE BEFORE USE.

B. SOIL AMENDMENTS AND FERTILIZERS SHOULD BE RESEARCHED AND BASED ON THE SOILS IN THE AREA.

C. BEFORE INSTALLATION, SUBMIT DOCUMENTATION THAT PLANT MATERIALS ARE AVAILABLE AND HAVE BEEN RESERVED FOR ANY PLANT MATERIAL NOT AVAILABLE, SUBMIT REQUEST FOR SUBSTITUTION.

1.6 JOB CONDITIONS, DELIVERY, STORAGE AND HANDLING

A. GENERAL CONTRACTOR TO COMPLETE WORK BEFORE LANDSCAPE CONTRACTOR TO COMMENCE. ALL PLANTING BED AREAS SHALL BE LEFT THREE INCHES BELOW FINAL GRADE OF SIDEWALKS, DRIVES AND CURBS. ALL AREAS TO RECEIVE SOIL SHALL BE LEFT ONE INCH BELOW THE FINAL GRADE OF WALKS, CURBS AND CURBS.

B. CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO LANDSCAPE CONTRACTOR BEGINNING WORK.

C. ALL PACKAGED MATERIALS SHALL BE SEALED IN CONTAINERS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER. ALL MATERIALS SHALL BE PROTECTED FROM DETRIORATION IN TRANSPORT AND WHILE STORED ON SITE.

D. DELIVER PLANT MATERIALS IMMEDIATELY PRIOR TO INSTALLATION. PLANT MATERIALS SHOULD BE INSTALLED ON THE SAME DAY AS DELIVERED. IF PLANTING CANNOT BE INSTALLED ON THE SAME DAY, PROVIDE ADDITIONAL PROTECTION TO MAINTAIN PLANTS IN A HEALTHY, VIGOROUS CONDITION.

HEALTHY, VIGOROUS CONDITION

D. STORE PLANT MATERIALS IN SHADE, PROTECT FROM FREEZING AND DRYING.

E. KEEP PLANT MATERIALS MOIST AND PROTECT FROM DAMAGE TO ROOT BALLS, TRUNKS AND BRANCHES.

F. PROTECT ROOT BALLS BY HEAVING WITH SAWDUST OR OTHER MOISTURE RETAINING MATERIAL IF NOT PLANTED WITHIN 24 HOURS OF DELIVERY.

G. NOTIFY OWNER'S REPRESENTATIVE OF DELIVERY SCHEDULE 72 HOURS IN ADVANCE.

H. FOR BALLED AND BURLEAPPED PLANTS, DO NOT PREPARE SHIPMENT IN A MANNER THAT WILL NOT DAMAGE ROOTS, BRANCHES, SHAPE, AND FUTURE DEVELOPMENT.

I. CONTAINER GROWN PLANTS: DELIVER PLANTS IN CONTAINER TO HOLD BALL SHAPE AND PROTECT ROOT MATTER.

J. STORAGE OF ALL MATERIALS AND EQUIPMENT WILL BE AT THE RISK OF THE LANDSCAPE CONTRACTOR. OWNER WILL NOT BE HELD RESPONSIBLE FOR THEFT OR DAMAGE.

1.7 SEQUENCING

A. INSTALL TREES, SHRUBS, AND LINER STOCK PLANT MATERIALS PRIOR TO INSTALLATION OF LAWN/GRASS BED.

B. WHERE EXISTING TURF AREAS ARE BEING CONVERTED TO PLANTING BEDS, THE TURF SHALL BE CHEMICALLY EDUCATED TO MAXIMIZE GROWTH IN THE FUTURE. AREAS SHALL BE PROPERLY PREPARED WITH AMENDED ORGANIC MATTER.

1.8 WARRANTIES/PERIOD OF PLANT GUARANTEE REPLACEMENTS

A. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDUM, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.

B. FURNISH WRITTEN WARRANTY THAT PLANT MATERIALS WILL BE IN A HEALTHY, VIGOROUS GROWING CONDITION FOR ONE YEAR (TWELVE MONTHS) AFTER FINAL ACCEPTANCE. DAMAGE DUE TO ACTS OF GOD, VANDALISM, OR NEGLIGENCE BY OWNER IS EXCLUDED.

C. REPLACE DEAD, UNHEALTHY, AND UNSUITABLE PLANT MATERIAL UPON WRITTEN WARRANTY PERIOD. UPON NOTIFICATION BY OWNER OR OWNER'S REPRESENTATIVE, PLANTS USED FOR REPLACEMENT SHALL BE OF THE SAME SIZE AND KIND AS THOSE ORIGINALLY PLANTED, OR AS SPECIFIED.

D. THE OWNER AGREES THAT FOR THE ONE YEAR WARRANTY PERIOD TO BE EFFECTIVE, HE WILL WATER PLANTS AT LEAST TWICE A WEEK DURING PERIOD.

E. NOTIFY OWNER OR OWNER'S REPRESENTATIVE SEVEN DAYS PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD.

F. REMOVE DEAD, UNHEALTHY AND UNSUITABLE PLANTS.

1.9 MAINTENANCE

A. MAINTAIN PLANT LIFE AND PLANTING BEDS IMMEDIATELY AFTER PLACEMENT AND FOR MINIMUM 90 DAYS AFTER FINAL ACCEPTANCE.

B. ALL WEEDS SHALL BE MAINTAINED AND GRASS MOVED/EDGED ON A WEEKLY SCHEDULE UNTIL ACCEPTANCE BY OWNER.

C. REPLACE DEAD OR DYING PLANTS WITH PLANTS OF SAME SIZE AND SPECIES AS SPECIFIED.

D. REMOVE TRASH, DEBRIS, AND LITTER, URINE, FEATHERS, RESTAKE TREES, FERTILIZE, WEED AND APPLY HERBICIDES AND FUNGICIDES AS REQUIRED.

E. REMOVE CLIPPING AND DEBRIS FROM SITE PROMPTLY.

F. COORDINATE WITH OPERATION OF IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED. HAND WATER AREAS THAT RECEIVE IRRIGATION WATER FROM AN IRRIGATION SYSTEM.

G. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN ACCORDANCE TO THE MAINTENANCE SERVICES TO ENSURE THE SYSTEM IS IN PROPER WORKING ORDER WITH SEASONAL ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.

H. RESET SETTLED PLANTS

I. REPLACE MULCH TO BARE AND THIN AREAS.

J. SHOULD SEEDED AND/OR SOODED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL HEALTHY STADIUM OF GRASS AT NO ADDITIONAL COST TO THE OWNER.

K. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CRITERIA FOR SEASONED OR SOODED AREAS:

L. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH PERIODS OF ALL SPECIFIED AREAS FOR SEASONED OR SOODED AREAS THAT DOES NOT MEET THE CONDITION SHALL BE SELECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.

M. ALL LANDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.

N. SOODED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1.12 INCHES BEFORE FIRST MOWING. HYDROCALCULATED AREAS SHALL SHOW ACTIVE AND HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESEDED OR RESEED AS APPROPRIATE PRIOR TO FINAL ACCEPTANCE. ALL SOODED TURF SHALL BE NEARLY MOVED.

1.10 QUALITY ASSURANCE

A. COMPLY WITH ALL FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK.

B. EMPLOY PERSONNEL EXPERIENCED AND FAMILIAR WITH THE REQUIRED WORK AND SUPERVISION BY A FOREMAN.

C. DO NOT MAKE PLANT MATERIAL SUBSTITUTIONS IF THE LANDSCAPE MATERIAL SPECIFIED IS NOT READILY AVAILABLE. SUBMIT PROOF TO LANDSCAPE ARCHITECT ALONG WITH THE PROPOSED MATERIAL TO BE USED IN LIEU OF THE SPECIFIED PLANT.

D. OWNER'S REPRESENTATIVE SHALL INSPECT ALL PLANT MATERIAL AND RETAIN THE RIGHT TO INSPECT MATERIALS UPON ARRIVAL TO THE SITE AND DURING INSTALLATION. THE OWNER'S REPRESENTATIVE MAY ALSO REJECT ANY MATERIALS, WHICH FEELS TO BE UNSATISFACTORY OR DEFECTIVE DURING THE WORK PERIOD. ALL PLANTS DAMAGED IN TRANSPORT OR AT THE JOB SITE SHALL BE REPLACED.

PART 2 - PRODUCTS

2.1 PLANT MATERIALS

A. ALL PLANTS SHALL BE CERTIFIED IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK.

B. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE AND WITH SIMILAR CLIMATIC CONDITIONS TO THE PROJECT SITE.

C. TREES SHALL CONFORM TO THE MEASUREMENTS SPECIFIED, EXCEPT THE PLANTS LARGER THAN THOSE SPECIFIED MAY BE USED. USE OF LARGER PLANTS SHALL NOT INCREASE THE CONTRACT PRICE.

D. INVOICE MATERIALS ARE PLANTED IN MASS. PROVIDE PLANTS OF A UNIFORM SIZE.

E. PLANT SCHEDULE ON DRAWING IS FOR CONTRACTORS INFORMATION ONLY AND NO GUARANTEE IS EXPRESSED, OR IMPLIED THAT QUANTITIES THEREON ARE CORRECT. THE CONTRACTOR SHALL ENSURE THAT ALL PLANT MATERIALS SHOWN ON THE DRAWINGS ARE INCLUDED IN HIS CONTRACT.

F. SHALL BE FREE OF DISEASE, INSECT INFESTATION, DEFECTS INCLUDING WEAK OR BROKEN LIMBS, CRACKS AND DAMAGES TRUNKS, ROOTS OR LEAVES, SUN SCALD, FRESH BARK ABRASIONS, EXCESSIVE ABRASIONS, OBSTRUCTIONAL DISPLACEMENT, INJURY TO EGGS AND LARVAE.

G. ALL PLANTS SHALL EXHIBIT NORMAL GROWTH HABITS, VIGOROUS HEALTHY FEEL, FULL BRANCHES, WELL ROOTED, PROPORTIONATE AND UNIFORM.

H. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED, FIBROUS ROOT SYSTEMS, NON-TYP-BONDING, FREE FROM INCLINING AND/OR CRACKING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCKERS OR ROOTS).

I. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE.

J. ALL TREES SHALL BE STANDARD IN FORM UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED.

K. ALL OF THE FOLLOWING CRITERIA FOR SEASONED OR SOODED AREAS:

L. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH PERIODS OF ALL SPECIFIED AREAS FOR SEASONED OR SOODED AREAS THAT DOES NOT MEET THE CONDITION SHALL BE SELECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.

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2.2 ACCESSORIES/MISCELLANEOUS MATERIALS

A. MULCH - DOUBLE SHREDED HARDWOOD MULCH, PARTIALLY DECOMPOSED BY LEAVING EARTH TECHNOLOGIES OR APPROVED SUBSTITUTE MULCH SHOULD BE FREE OF STICKS, STONES, CLAY, GROWTH AND GERMINATION INHIBITING INGREDIENTS.

B. FERTILIZER - COMMERCIAL FERTILIZER CONTAINING 10-20-10 OR SIMILAR ANALYSIS.

C. SOIL PREPARATION - SHALL BE FERTILE, LOAMY SOIL. ORGANIC MATTER SHALL ENCOMPASS BETWEEN 1% AND 10% OF THE TOTAL DRY WEIGHT. SOIL SHALL BE FREE FROM SUBSID, REFUSE, RUBBISH, HEAVY OR STIFF CLAY, STONES LARGER THAN 1" NODULOUS WEEDS, STICKS, BRUSH, LITTER AND OTHER SUBSTANCES. IT SHOULD BE FERTILE FOR THE GERMINATION OF SEEDS AND THE SUPPORT OF VEGETATIVE GROWTH. THE PH VALUE SHOULD BE BETWEEN 6 AND 7.

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C. SOIL PREPARATION - SHALL BE FERTILE, LOAMY SOIL. ORGANIC MATTER SHALL ENCOMPASS BETWEEN 1% AND 10% OF THE TOTAL DRY WEIGHT. SOIL SHALL BE FREE FROM SUBSID, REFUSE, RUBBISH, HEAVY OR STIFF CLAY, STONES LARGER THAN 1" NODULOUS WEEDS, STICKS, BRUSH, LITTER AND OTHER SUBSTANCES. IT SHOULD BE FERTILE FOR THE GERMINATION OF SEEDS AND THE SUPPORT OF VEGETATIVE GROWTH. THE PH VALUE SHOULD BE BETWEEN 6 AND 7.

2.13 ACCESSORIES/MISCELLANEOUS MATERIALS

A. MULCH - DOUBLE SHREDED HARDWOOD MULCH, PARTIALLY DECOMPOSED BY LEAVING EARTH TECHNOLOGIES OR APPROVED SUBSTITUTE MULCH SHOULD BE FREE OF STICKS, STONES, CLAY, GROWTH AND GERMINATION INHIBITING INGREDIENTS.

B. FERTILIZER - COMMERCIAL FERTILIZER CONTAINING 10-20-10 OR SIMILAR ANALYSIS.

C. SOIL PREPARATION - SHALL BE FERTILE, LOAMY SOIL. ORGANIC MATTER SHALL ENCOMPASS BETWEEN 1% AND 10% OF THE TOTAL DRY WEIGHT. SOIL SHALL BE FREE FROM SUBSID, REFUSE, RUBBISH, HEAVY OR STIFF CLAY, STONES LARGER THAN 1" NODULOUS WEEDS, STICKS, BRUSH, LITTER AND OTHER SUBSTANCES. IT SHOULD BE FERTILE FOR THE GERMINATION OF SEEDS AND THE SUPPORT OF VEGETATIVE GROWTH. THE PH VALUE SHOULD BE BETWEEN 6 AND 7.

2.14 ACCESSORIES/MISCELLANEOUS MATERIALS

A. MULCH - DOUBLE SHREDED HARDWOOD MULCH, PARTIALLY DECOMPOSED BY LEAVING EARTH TECHNOLOGIES OR APPROVED SUBSTITUTE MULCH SHOULD BE FREE OF STICKS, STONES, CLAY, GROWTH AND GERMINATION INHIBITING INGREDIENTS.

B. FERTILIZER - COMMERCIAL FERTILIZER CONTAINING 10-20-10 OR SIMILAR ANALYSIS.

C. SOIL PREPARATION - SHALL BE FERTILE, LOAMY SOIL. ORGANIC MATTER SHALL ENCOMPASS BETWEEN 1% AND 10% OF THE TOTAL DRY WEIGHT. SOIL SHALL BE FREE FROM SUBSID, REFUSE, RUBBISH, HEAVY OR STIFF CLAY, STONES LARGER THAN 1" NODULOUS WEEDS, STICKS, BRUSH, LITTER AND OTHER SUBSTANCES. IT SHOULD BE FERTILE FOR THE GERMINATION OF SEEDS AND THE SUPPORT OF VEGETATIVE GROWTH. THE PH VALUE SHOULD BE BETWEEN 6 AND 7.

2.15 ACCESSORIES/MISCELLANEOUS MATERIALS

A. MULCH - DOUBLE SHREDED HARDWOOD MULCH, PARTIALLY DECOMPOSED BY LEAVING EARTH TECHNOLOGIES OR APPROVED SUBSTITUTE MULCH SHOULD BE FREE OF STICKS, STONES, CLAY, GROWTH AND GERMINATION INHIBITING INGREDIENTS.

B. FERTILIZER - COMMERCIAL FERTILIZER CONTAINING 10-20-10 OR SIMILAR ANALYSIS.

C. SOIL PREPARATION - SHALL BE FERTILE, LOAMY SOIL. ORGANIC MATTER SHALL ENCOMPASS BETWEEN 1% AND 10% OF THE TOTAL DRY WEIGHT. SOIL SHALL BE FREE FROM SUBSID, REFUSE, RUBBISH, HEAVY OR STIFF CLAY, STONES LARGER THAN 1" NODULOUS WEEDS, STICKS, BRUSH, LITTER AND OTHER SUBSTANCES. IT SHOULD BE FERTILE FOR THE GERMINATION OF SEEDS AND THE SUPPORT OF VEGETATIVE GROWTH. THE PH VALUE SHOULD BE BETWEEN 6 AND 7.

2.16 ACCESSORIES/MISCELLANEOUS MATERIALS

A. MULCH - DOUBLE SHREDED HARDWOOD MULCH, PARTIALLY DECOMPOSED BY LEAVING EARTH TECHNOLOGIES OR APPROVED SUBSTITUTE MULCH SHOULD BE FREE OF STICKS, STONES, CLAY, GROWTH AND GERMINATION INHIBITING INGREDIENTS.

B. FERTILIZER - COMMERCIAL FERTILIZER CONTAINING 10-20-10 OR SIMILAR ANALYSIS.

C. SOIL PREPARATION - SHALL BE FERTILE, LOAMY SOIL. ORGANIC MATTER SHALL ENCOMPASS BETWEEN 1% AND 10% OF THE TOTAL DRY WEIGHT. SOIL SHALL BE FREE FROM SUBSID, REFUSE, RUBBISH, HEAVY OR STIFF CLAY, STONES LARGER THAN 1" NODULOUS WEEDS, STICKS, BRUSH, LITTER AND OTHER SUBSTANCES. IT SHOULD BE FERTILE FOR THE GERMINATION OF SEEDS AND THE SUPPORT OF VEGETATIVE GROWTH. THE PH VALUE SHOULD BE BETWEEN 6 AND 7.

2.17 ACCESSORIES/MISCELLANEOUS MATERIALS

A. MULCH - DOUBLE SHREDED HARDWOOD MULCH, PARTIALLY DECOMPOSED BY LEAVING EARTH TECHNOLOGIES OR APPROVED SUBSTITUTE MULCH SHOULD BE FREE OF STICKS, STONES, CLAY, GROWTH AND GERMINATION INHIBITING INGREDIENTS.

FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE.

J. SHOULD SEEDED AND/OR SOODED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL HEALTHY STADIUM OF GRASS AT NO ADDITIONAL COST TO THE OWNER.

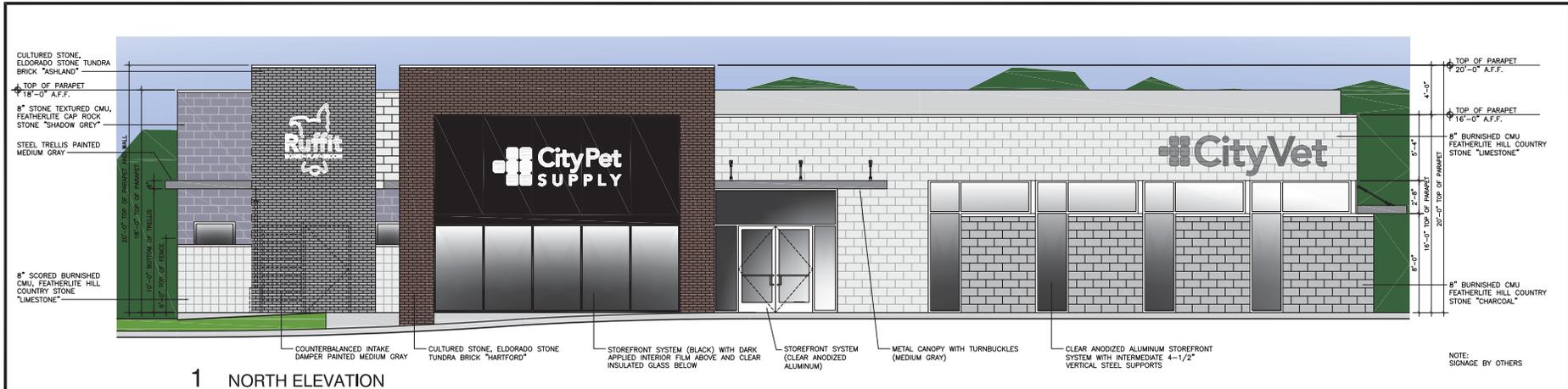
K. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CRITERIA FOR SEASONED OR SOODED AREAS:

L. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH PERIODS OF ALL SPECIFIED AREAS FOR SEASONED OR SOODED AREAS THAT DOES NOT MEET THE CONDITION SHALL BE SELECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.

M. ALL LANDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.

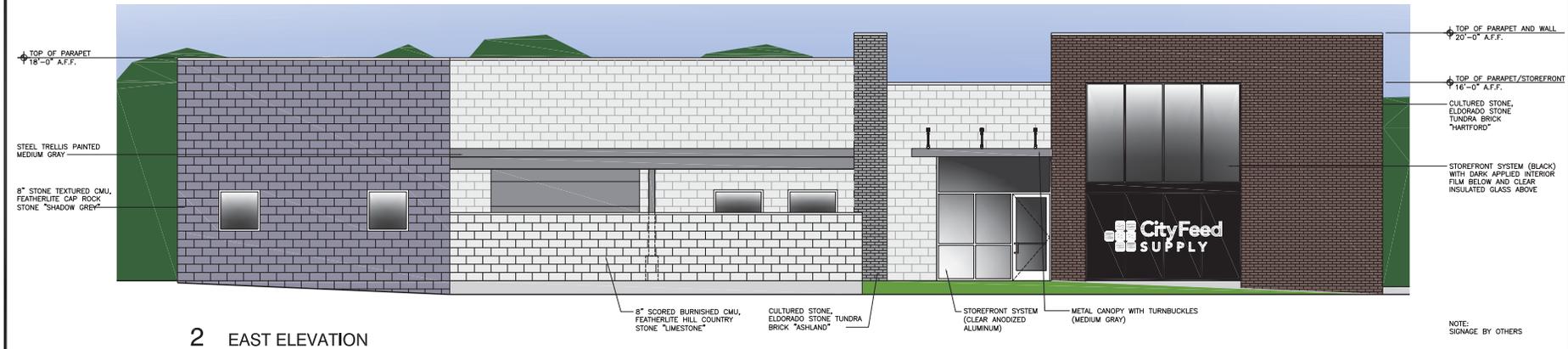
N. SOODED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1.12 INCHES BEFORE FIRST MOWING. HYDROCALCULATED AREAS SHALL SHOW ACTIVE AND HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESEDED OR RESEED AS APPROPRIATE PRIOR TO FINAL ACCEPTANCE. ALL SOODED TURF SHALL BE NEARLY MOVED.

1.10 QUALITY ASSURANCE



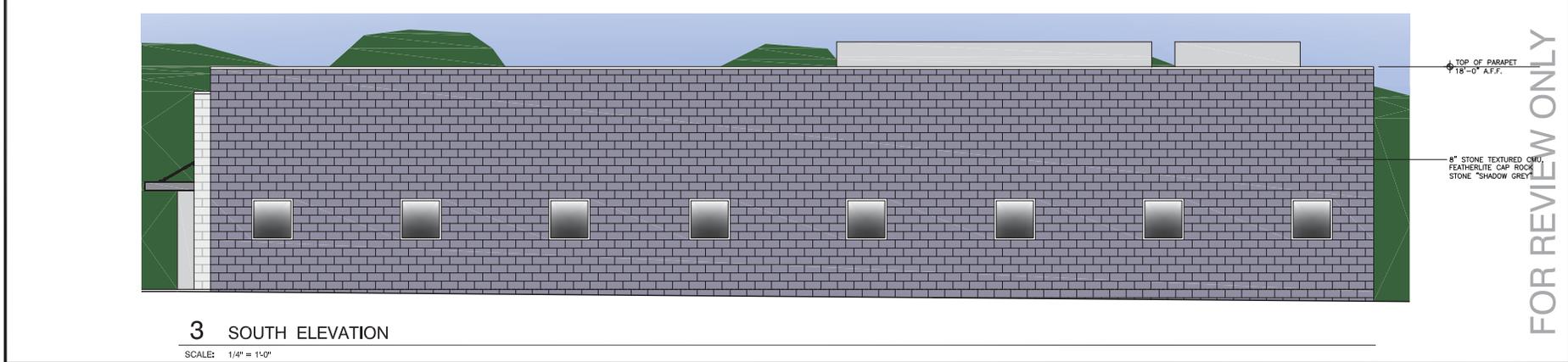
1 NORTH ELEVATION

SCALE: 1/4" = 1'-0"



2 EAST ELEVATION

SCALE: 1/4" = 1'-0"



3 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

FOR REVIEW ONLY

REVISIONS: A 07-07-2016 ISSUED FOR PRELIMINARY CITY REVIEW B 07-26-2016 ISSUED FOR PRELIMINARY CITY REVIEW C 08-12-2016 ISSUED FOR PRELIMINARY CITY REVIEW

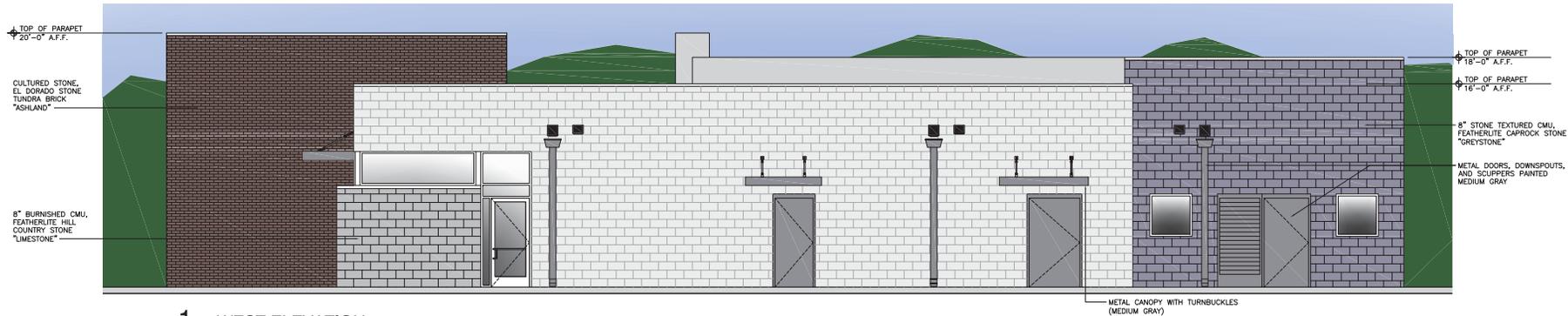
GENESIS DESIGN GROUP INC.
 421 W. Harwood, Ste 100
 Hurst, Texas 76054-2938
 phone: (817)285-7444
 fax: (817)285-7318
 www.genesisarchitects.com

LEON
 Capital Group

CityVet
 3756 CHEEK SPARGER ROAD, BEDFORD, TX 76021

EXTERIOR ELEVATIONS

A2
 16-029



1 WEST ELEVATION

SCALE: 1/4" = 1'-0"

FOR REVIEW ONLY

REVISIONS: A 07-07-2016 ISSUED FOR PRELIMINARY CITY REVIEW B 07-28-2016 ISSUED FOR TENANT REVIEW C 08-12-2016 ISSUED FOR PRELIMINARY CITY REVIEW



421 W. Harwood, Ste 100
Hurst, Texas 76054-2938
phone (817)285-7444
fax (817)285-7318
www.genesisarchitects.com



3756 CHEEK SPARGER ROAD, BEDFORD, TX 76021

EXTERIOR ELEVATIONS
AND BUILDING SECTIONS

06-12-2016



A2.1

16-029



CityVet is a general veterinary practice that strives to balance complete, competent, convenient, and compassionate service with affordability



CityVet's Philosophy



- Veterinary clinics should be owned and operated by Veterinarians
- Vet care and boarding your pet doesn't have to be stressful or costly
- Healthy Pet Food should be part of the vet care experience
- People in the pet care industry should love pets and their owners



Locations



Addison

Frisco

Flower Mound

White Rock

Uptown

Preston Royal

Oak Lawn



Hours



Location Hours:

Monday – Friday 7:00am -7:00pm

Saturday 9:00am - 6:00pm

Sunday Closed

Doctor Hours:

Monday - Friday 9:00am -6:00pm

Saturday 9:00am -1:00pm

Sunday Closed

The Dog Lofts Hours:

Monday & Friday 7:00am -7:00pm

Saturday 9:00am - 6:00pm

Sunday 4:00pm - 6:00pm



Patients & Guests



Boarding

Indoor studio and loft rooms
that are completely sound
proofed.....no woofs heard!



Grooming

Grooming on site that provides special grooming care for medical conditions



Medical Care



Complete veterinary and surgical facilities



Retail

Healthy and prescription pet foods with nutritional value/veterinarian approved



CityVet BEDFORD!



CityVet BEDFORD!





CHEEK SPARGER RD

Hearing

Date: 8-25-2016 Z-297

**Address: 3720 Cheek-Sparger Rd
Bedford, TX 76021**

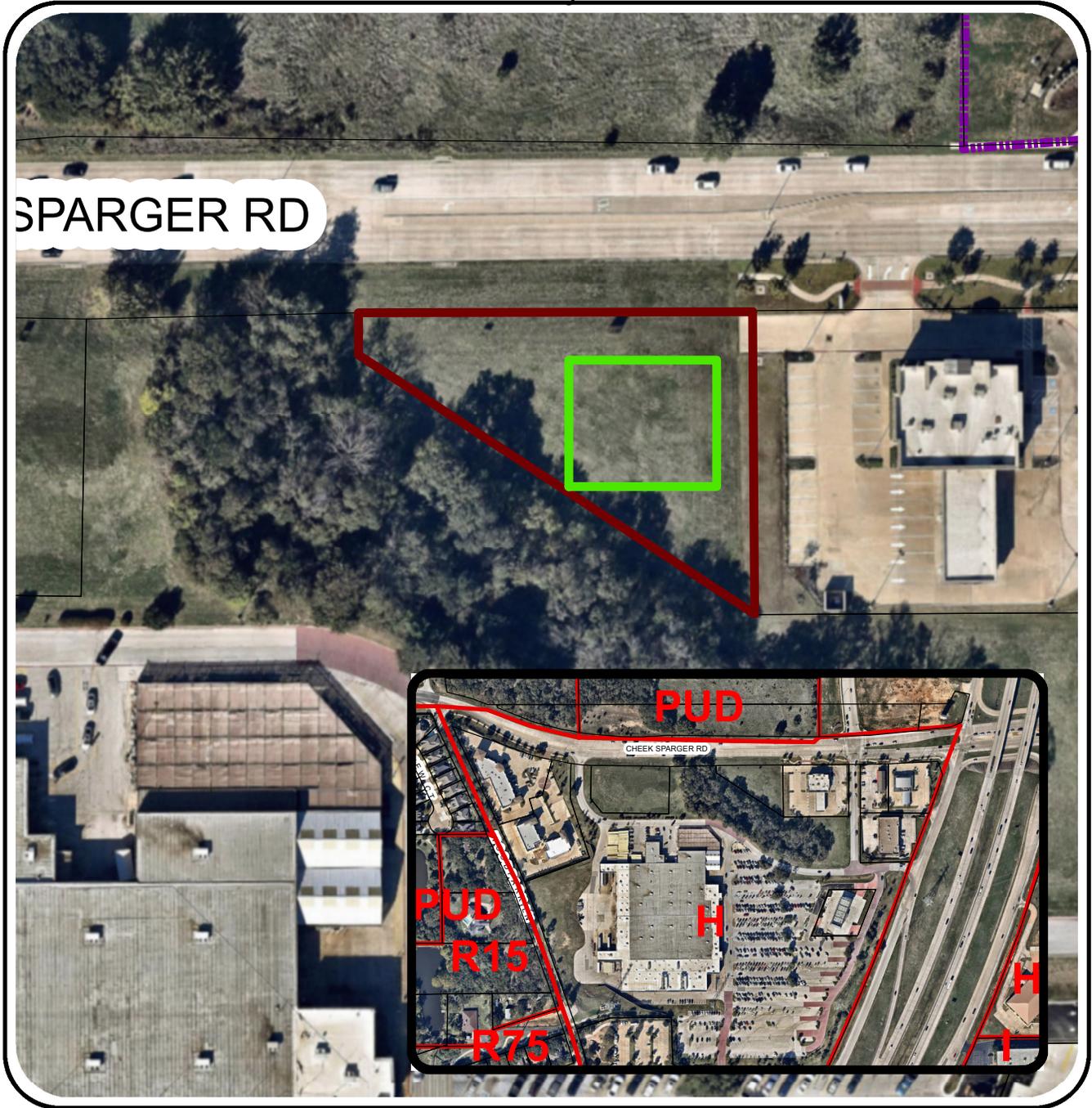
**Legal Description:
Block 1, Lot 4R Wal-Mart Addition**

 200 Ft Buffer
 Project Location



* NOTE: This data is to be used for graphical representation only. The accuracy is not to be taken/used as data produced for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For this level of detail, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Bedford assumes no responsibility for the accuracy of said data.

Z-297 3720 Cheek-Sparger Road
Zoned "H" Heavy Commercial



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**

COMING SOON!



Medical Office
214-346-9500

BRIDGEMAN
INVESTORS

Z-297

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF AUGUST 25, 2016**

DRAFT

Commissioner Davis gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

APPROVAL OF MINUTES

- 1. Consider approval of the following Planning and Zoning Commission meeting minutes: July 28, 2016 regular meeting**

Motion: Commissioner Stroope made a motion to approve the meeting minutes of the July 14, 2016 regular meeting.

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

Ayes: Commissioners Sinisi, Reese, Stroope, Davis, and Chairman Carlson

Nays:

Abstention: Commissioner Culver

Motion approved 5-0-1. Chairman Carlson declared the July 28, 2016 meeting minutes approved.

PUBLIC HEARINGS

- 2. Zoning Case Z-297, public hearing and consider a request to rezone Lots 4R, Block 1, Wal-Mart Addition, located at 3720 Cheek-Sparger Road, Bedford, Texas from (H/MHC) Heavy Commercial/Master Highway Corridor Overlay District to (H/MHC/SUP) Heavy Commercial/Master Highway Corridor Overlay District/Specific Use Permit/Animal Hospital, specific to Section 3.2.C.10.g, Animal Hospitals and Clinics for the care and temporary boarding of domestic household pets, vet offices, clinics, of the City of Bedford Zoning Ordinance, allowing for City Vet to operate a veterinary clinic with boarding facilities. The subject property is generally located south of Cheek-Sparger Road and west of State Highway 121. (Z-297)**

Emilio Sanchez, Planning Manager, reviewed zoning case Z-297.

Austin Neely, DVM, petitioner, 2512 Morningside Drive, Bedford, TX 76021.

City Vet operates under two philosophies. One is that a veterinary clinic should be owned and operated by veterinarians. The trend in the veterinary profession is that animal hospitals are becoming more corporate-oriented. City Vet does not have the intention to go out and open several branches. City Vet has the capital that corporations generally provide to obtain medical/surgical equipment. They hire veterinarians and offer to establish a location in their community.

The second philosophy is their mission statement, "Pets are our purpose, people are our passion." The veterinarians advocate for the animals. They try to be a partner with the owners and consider the owners in regards to the experience that they have along with the experience with the animal. They inform the pet owners of what is going on with their pet, and provide them with options and the costs associated with those options.

There are currently seven City Vet locations in the metroplex. A majority of these locations are on the east side of DFW airport.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF AUGUST 25, 2016**

DRAFT

This City Vet will be the first free-standing City Vet building. The building plans for this building have been in the works for two years.

Hours of operation for retail/boarding/grooming will be from 7:00 a.m. to 7:00 p.m. Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturday. They will be closed on Sunday.

Hours of operation for veterinary services will be from 9:00 a.m. to 6:00 p.m. Monday through Friday, and 9:00 a.m. to 1:00 p.m. on Saturday. They will be closed on Sunday.

This will be a small animal hospital, meaning large animals such as horses and cows will not be treated.

Boarding services will be offered. This will be an indoor facility with a small outdoor area with a privacy fence to minimize dogs barking. The outdoor area does not house animals outside; there are no kennels outside. The dogs will be taken outside in small groups to get some time outside and to go to the bathroom. The majority of their time will be in the indoor play area.

They plan on offering grooming services on site.

They offer complete medical care – veterinary and surgical services – normally seen at an animal hospital.

City Vet has a large retail footprint, offering more than just prescription dog food.

Ethan Prescott, development associate for Leon Capital Group, 2301 Cedar Springs, Dallas, TX 75201.

Mr. Prescott and his associates have met with City staff several times to revise the site plan and building materials to ensure that the building meets the requirements of the Master Highway Corridor Overlay District.

The subject site shape is prohibitive for traditional retail users. This particular site was selected for its compatibility between City Vet and other commercial users in this trade area.

The parapet has been raised to screen the roof top air conditioning units.

Chairman Carlson opened the public hearing at 7:17 p.m.

Chairman Carlson closed the public hearing at 7:17 p.m.

Commissioner Reese stated that this is an excellent addition to this area next to Walmart. He does not see a concern for noise complaints due to dogs barking. This is an excellent presentation and he endorses this project.

Commissioner Culver complemented the design of the building.

Motion: Commissioner Stroope made a motion to approve zoning case Z-297.

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

Ayes: Commissioners Culver, Sinisi, Reese, Stroope, Davis, and Chairman Carlson

Nays: None

Abstention: None

Motion approved 6-0-0. Chairman Carlson recommended approval of zoning case Z-297.



CITY OF
BEDFORD

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

August 26, 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, August 26, 2016.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Sunday, August 28, 2016.

MESSAGE:

CITY OF BEDFORD
PUBLIC HEARING

The City of Bedford City Council gives notice of a public hearing on Tuesday, September 13, 2016, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Zoning Case Z-297, public hearing and consider an ordinance to rezone Lot 4R, Block 1, Wal-Mart Addition, located at 3720 Cheek-Sparger Road, Bedford, Texas from (H/MHC) Heavy Commercial/Master Highway Corridor Overlay District to (H/MHC/SUP) Heavy Commercial/Master Highway Corridor Overlay District/Specific Use Permit/Animal Hospital, specific to Section 3.2.C.10.g, Animal Hospitals and Clinics for the care and temporary boarding of domestic household pets, vet offices, clinics, of the City of Bedford Zoning Ordinance, allowing for City Vet to operate a veterinary clinic with boarding facilities. The subject property is generally located south of Cheek-Sparger Road and west of State Highway 121. (Z-297)

Zoning Case PZ-SUP-2016-50030, public hearing and consider an ordinance to rezone Lot D, Block 2, International Square Addition, located at 807 Forest Ridge Drive, Bedford, Texas from (PUD) Planned Unit Development to amended (PUD/SUP) Planned Unit Development/Specific Use Permit/Indoor Amusement Center, specific to 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Conundrum Escape Adventures to operate an indoor amusement center. The property is generally located north of E. Pipeline Road and west of Forest Ridge Drive. (PZ-SUP-2016-50030)

Zoning Case PZ-SUP-2016-50031, public hearing and consider an ordinance to rezone Lot 1, Block 1, Harwood Village North Addition, located at 605 Harwood Road (2926 Brown Trail), Bedford, Texas, from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit/Dog Kennels, specific to Section 3.2.C.(9)n, Dog Kennels (Breeding, Training, or Boarding), of the City of Bedford Zoning Ordinance, allowing for Furever Love – Pet Boarding and Daycare to operate a pet boarding/pet daycare facility. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP- 2016-50031)



Council Agenda Background

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

DATE: 09/08/15

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

ITEM:

Consider an ordinance amending the schedule of water rates by amendment of Section 1., Ordinance No. 15-3135; providing a repealing clause; providing a severability clause; and declaring an effective date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

As discussed during the Budget Work Session on August 5, 2016, the Trinity River Authority (TRA) has notified the City that the cost for water will be increasing in their next budget, beginning December 1, 2016.

In prior budget processes, Council was of the consensus to pass-through TRA increases each year to ensure adequate cost recovery for water purchase expenses. This year, TRA is increasing its volume rate per 1,000 gallons from an estimated \$3.080 to \$3.273. This represents an increase of \$0.193 per 1,000 gallons. The City of Bedford is proposing to pass through the increase in its volume rates, thus amending the total volume rate from \$3.55 to \$3.74 per 1,000 gallons.

Using a summer bill, the average impact on a residential user of the change in both the water rate increases and the wastewater increases is \$3.92. This proposed increase in the water rates is necessary to provide sufficient revenue to cover the operating costs of the Water/Sewer Fund. The new rates will be applied to all water billed on or after January 1, 2017 to allow time to advertise the change and to coincide with the timing of the actual increase from TRA.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending the schedule of water rates by amendment of Section 1., Ordinance 15-3135; providing a repealing clause; providing a severability clause; and declaring an effective date.

FISCAL IMPACT:

The actual impact will vary depending on consumption, but was factored into the adopted revenue budget for Fiscal Year 2016-2017.

ATTACHMENTS:

Ordinance

ORDINANCE NO. 16-

AN ORDINANCE AMENDING THE SCHEDULE OF WATER RATES BY AMENDMENT OF SECTION 1., ORDINANCE NO. 15-3135; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

SECTION 1. That Ordinance 15-3135, Section 1., SCHEDULE OF WATER RATES is hereby amended to read as follows:

“WATER RATES”

A schedule of monthly rates and charges for water service furnished by the City’s Waterworks System shall be and is hereby adopted and established as follows:

(a) With the exception of multi-family dwellings, the minimum charge for various size meters per month shall be:

		<u>Base Rates</u>
1)	5/8 or 3/4” meter	\$ 19.30
2)	5/8 or 3/4” meter (65 & over)	\$ 17.54
3)	1” meter	\$ 37.46
4)	1” meter (65 & over)	\$ 35.09
5)	1 1/2” meter	\$ 77.18
6)	2” meter	\$ 123.54
7)	3” meter	\$ 231.64
8)	4” meter	\$ 370.67
9)	6” meter	\$ 1,389.98
10)	6” Fire Hydrant meter	\$ 204.45

(b) The water charges inside the City limits shall be:

1) Minimum charge per month in (a) above.

2)	All water used per month:	<u>New Rate</u> \$3.74/ 1,000 gal.	<u>Old Rate</u> \$3.55/ 1,000 gal.
----	---------------------------	---------------------------------------	---------------------------------------

(c) The water charges outside the City limits – Single Family and Commercial, Duplex, and Multifamily rates, shall be:

1) Twice the amount as charged to a like resident of the City.

SECTION 2. That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Bedford, and shall not operate to repeal or affect any of such other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 3. That if any provision of this ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall not be deemed to affect the validity of any other section or provisions of said ordinance.

ORDINANCE NO. 16-

SECTION 4. That this ordinance shall become effective with all water billed on or after January 1, 2017.

PRESENTED AND PASSED this 13th day of September 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



Council Agenda Background

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

DATE: 09/13/16

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

ITEM:

Consider an ordinance amending the schedule of sewer rates by amendment of Section 1., Ordinance No. 15-3136; providing a repealing clause; providing a severability clause; and declaring an effective date.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

As discussed during the Budget Work Session on August 5, 2016, the Trinity River Authority (TRA) has notified the City that the cost for water will be increasing in their next budget, beginning December 1, 2016.

In prior budget processes, Council was of the consensus to pass-through TRA increases each year to ensure adequate cost recovery for sewer treatment expenses. This year, TRA is increasing its volume rate per 1,000 gallons from an estimated \$2.380 to \$2.507. This represents an increase of \$0.127 per 1,000 gallons. The City of Bedford is proposing to increase its volume rates, thus amending the total volume rate from \$2.55 to \$2.68 per 1,000 gallons.

Using a summer bill, the average impact on a residential user of the change in both the water rate increases and the wastewater increases is \$3.92. This proposed increase in the sewer rates is necessary to provide sufficient revenue to cover the operating costs of the Water/Sewer Fund. The new rates will be applied to all water billed on or after January 1, 2017 to allow time to advertise the change and to coincide with the timing of the actual increase from TRA.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending the schedule of sewer rates by amendment of Section 1., Ordinance 15-3136; providing a repealing clause; providing a severability clause; and declaring an effective date.

FISCAL IMPACT:

The actual impact will vary depending on consumption, but was factored into the adopted revenue budget for Fiscal Year 2016-2017.

ATTACHMENTS:

Ordinance

ORDINANCE NO. 16-

AN ORDINANCE AMENDING THE SCHEDULE OF SEWER RATES BY AMENDMENT OF SECTION 1., ORDINANCE NO. 15-3136; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

SECTION 1. That Ordinance 15-3136, Section 1., SCHEDULE OF SEWER RATES is hereby amended to read as follows:

“SEWER RATES”

A schedule of monthly rates and charges for sewer service furnished by the City’s Waterworks and Sewer System shall be and is hereby adopted and established as follows:

(a) With the exception of multi-family dwellings, the minimum charge for various size meters per month shall be:

	<u>Base Rates</u>
1) 5/8 or 3/4” meter	\$ 11.77
2) 5/8 or 3/4” meter (65 & over)	\$ 10.69
3) 1” meter	\$ 17.68
4) 1” meter (65 & over)	\$ 16.07
5) 1 1/2” meter	\$ 27.56
6) 2” meter	\$ 39.39
7) 3” meter	\$ 70.93
8) 4” meter	\$ 106.48
9) 6” meter	\$ 205.18

(b) A monthly volume charge shall also be charged to all customers in an amount per 1,000 gallons of water used, or wastewater produced, as more specifically set forth hereinafter:

<u>New Rate</u>	<u>Old Rate</u>
\$2.68/ 1,000 gal.	\$2.55/1,000 gal.

1) The monthly volume charges for Residential Class customers will be based on the individual customers average monthly water billed during the preceding Winter quarter months of December, January and February; but in no event shall the volume used to compute this monthly charge exceed 12,000 gallons. The volumes used to compute these charges are based on the amount of water used by the Residential Class customer as measured by the meter. Where no preceding winter quarter average is available from records, the Administrative Services Director shall estimate a volume to be used for this monthly volume charge, such estimated volume not to exceed 12,000 gallons.

(c) A monthly service charge shall also be charged to all customers in the amount of \$11.77 per unit for multi-family residence occupancy. And a monthly volume charge shall also be charged to all multi-family residences per unit in the amount of \$2.68 per 1,000 gallons of water used, or wastewater produced, as more specifically set forth hereinafter.

(d) The monthly charges to Commercial and Industrial Class customers will be based on total water use as measured by appropriate meters, with the provision that if a customer can show to the satisfaction of the Director of Public Works that a significant portion of the metered water usage does not enter the sanitary sewers, the customer will be charged for only that volume entering the sewers, as determined by a method approved by the Director of Public Works.

ORDINANCE NO. 16-

- (e) The Director of Public Works shall establish a Monitored Group Class, consisting of those customers whose wastewater strength is, in the Director's judgment, abnormally high or low, and charges to customers in this class shall be computed in accord with the following five-part rate schedule:

"MONITORED GROUP"

Customer Monthly Service Charge	Based on meter size (<i>shown above</i>)
Volume Charge	\$2.68 per 1,000 gallons
B.O.D. Strength Charge	\$0.06954 per pound of B.O.D.
Suspended Solids Strength Charge	\$0.05748 per pound of Suspended Solids
Monitoring Charge	Total Cost to City

The monitoring charge shall consist of all costs for personnel, material, and equipment used to collect and analyze samples from the customer wastewater to determine the strength of the wastewater produced.

The monitored customer's wastewater shall be tested a minimum of once per year, but may be tested on a more frequent basis if deemed necessary by the Director of Public Works, or if the monitored customer requests more frequent testing.

This schedule shall replace all other charges previously made for industrial waste strength.

SECTION 2. That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Bedford, and shall not operate to repeal or affect any of such other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 3. That if any provision of this ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall not be deemed to affect the validity of any other section or provisions of said ordinance.

SECTION 4. That this ordinance shall become effective with all water billed on or after January 1, 2017.

PRESENTED AND PASSED this 13th day of September 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

ORDINANCE NO. 16-

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Clifford Blackwell, CGFO
Director of Administrative Services

DATE: 09/13/16

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

ITEM:

Discussion and consideration of all matters incident and related to the issuance and sale of “City of Bedford, Texas, Tax Notes, Series 2016,” including the adoption of an ordinance authorizing the issuance of such tax notes.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

On August 5, 2016, staff met with the City Council to discuss the proposed budget for the Fiscal Year 2016-2017. Per the discussion, staff identified a need to purchase the following capital outlays:

<u>DESCRIPTION</u>	<u>DEPT.</u>	<u>AMOUNT</u>
Ambulance Replacement	Fire	\$ 239,000
City Monument Signs	City Council	\$ 15,000
In-Car Cameras/Body Cams	Police	\$ 249,731
Ford F250 Pickup	Parks	\$ 33,640
Toro Groundmaster Mower	Parks	\$ 19,290
Turf Aerator	Parks	\$ 8,122
Ford Transit Van	Facilities	\$ 39,500
Scissor Lift	Facilities	\$ 21,900
Network Switch Upgrade	I.T.	\$ 300,000
Cardiac Monitor/Defibrillators	Fire	\$ 116,095
Fitness Equipment	Fire	\$ 33,725

TOTAL: \$1,076,003

In order to lessen the overall impact on the General Fund’s operational budget, staff recommends issuing short-term debt (tax notes) to purchase these capital items. The benefit of issuing additional debt, albeit short-term, is to leverage the cost over a multi-year term, thus minimizing its impact annually. In addition, the cost would be covered by the interest and sinking (debt) rate component from the property tax, rather than the maintenance and operations rate component.

Since the City of Bedford has witnessed an 11.7% increase in the estimated taxable values for FY 2016-2017, the City’s debt rate component, which is used to support annual debt service requirements, is projected to decrease by more than 2 cents from its current value of \$0.195498 per \$100 assessed valuation (AV). Therefore, with the additional issuance of \$1.1 million in short-term tax notes, the new debt rate component will be \$0.172762 per \$100 AV, which is a 2.3 cent decrease from the current rate component.

With regard to the aforementioned capital outlays, staff recommends issuing \$1,105,000 in tax notes that will be financed over a five-year term. Staff also estimates that there will some adjustments to the capital outlay cost estimates by the time the City is ready to make these purchases; therefore,

the total issuance of \$1.1 million takes into consideration those cost adjustments. In addition, this short-term obligation will be paid semi-annually in February and August of each year, much like the other debt obligations the City of Bedford currently owns.

In the event the City Council decides not to issue the short-term tax note, the proposed debt rate component would be reduced by \$0.007581 or seven-tenths of 1 cent, thus totaling \$0.165181 per \$100 AV.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance and all matters incident and related to the issuance and sale of “City of Bedford, Texas, Tax Notes, Series 2016,” dated September 13, 2016.

FISCAL IMPACT:

Amount to issue: \$1,105,000
Tax Rate impact: \$0.007581 per \$100 AV

ATTACHMENTS:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE authorizing the issuance of "CITY OF BEDFORD, TEXAS, TAX NOTES, SERIES 2016"; specifying the terms and features of said notes; levying a continuing direct annual ad valorem tax for the payment of said notes; and resolving other matters incident and related to the issuance, sale, payment, and delivery of said notes, including the approval and execution of a Paying Agent/Registrar Agreement and a Purchase Letter; and providing an effective date.

WHEREAS, pursuant to Texas Government Code, Chapter 1431, as amended, the City Council of the City of Bedford, Texas (the "City") is authorized and empowered to issue anticipation notes to pay contractual obligations to be incurred (i) for the construction of any public work; (ii) for the purchase of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the City's authorized needs and purposes; and (iii) for professional services rendered in relation to such projects and purposes and the financing thereof; and

WHEREAS, in accordance with the provisions of Texas Government Code, Chapter 1431, as amended, the City Council hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred for (i) the acquisition of vehicles and equipment for the police, fire, parks, facilities and information technology departments and (ii) professional services rendered in relation to such projects and purposes and the financing thereof; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Notes of the City shall be and are hereby authorized to be issued in the aggregate principal amount of \$1,105,000, to be designated and bear the title "CITY OF BEDFORD, TEXAS, TAX NOTES, SERIES 2016" (hereinafter referred to as the "Notes"), for the purpose of paying contractual obligations to be incurred for (i) the acquisition of vehicles and equipment for the police, fire, parks, facilities and information technology departments and (ii) professional services rendered in relation to such projects and purposes and the financing thereof, in conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1431 as amended.

SECTION 2: Fully Registered Obligations - Note Date - Authorized Denominations - Stated Maturity - Interest Rate. The Notes shall be issued as fully registered obligations only, shall be dated September 1, 2016 (the "Note Date"), shall be in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof, and shall become due and payable on February 1, 2021 (the "Stated Maturity").

The Notes shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchaser (anticipated to be October 13, 2016) at the rate of _____% per annum. The amount of interest to be paid on the Notes shall be computed on the basis of a 360-day year of twelve 30-day months and such interest shall be payable on February 1 and August 1 of each year until maturity or prior redemption, commencing February 1, 2017.

SECTION 3: Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Notes, due and payable by reason of maturity or otherwise, shall be payable only to the registered owners or holders of the Notes (hereinafter called the "Holders")

appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of _____, _____, Texas to serve as Paying Agent/Registrar for the Notes is hereby approved and confirmed. Books and records relating to the registration, payment, transfer, and exchange of the Notes (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor and City Secretary are authorized to execute and deliver such Agreement in connection with the delivery of the Notes. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Notes are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State of Texas or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Notes. Upon any change in the Paying Agent/Registrar for the Notes, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Notes shall be payable at the Stated Maturity, only upon presentation and surrender of the Notes to the Paying Agent/Registrar at its designated offices, initially in _____, _____, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Notes shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (the fifteenth day of the month next preceding each interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where either the Paying Agent/Registrar or the Designated Payment/Transfer Office is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption. (a) Optional Redemption. The Notes shall not be subject to optional redemption prior to maturity.

(b) Mandatory Redemption. The Notes shall be subject to mandatory redemption in part prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
February 1, 2017	210,000
February 1, 2018	220,000
February 1, 2019	220,000
February 1, 2020	220,000
February 1, 2021*	230,000

* maturity date

Approximately forty-five (45) days prior to each mandatory redemption date for the Notes, the Paying Agent/Registrar shall select by lot the numbers of the Notes within to be redeemed on the next following February 1 from moneys set aside for that purpose in the Interest and Sinking Fund (as hereinafter defined). Any Note not selected for prior redemption shall be paid on the date of Stated Maturity.

The principal amount of the Notes required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Notes which, at least 50 days prior to the mandatory redemption date, shall have been acquired by the City at a price not exceeding the principal amount of such Notes plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

(c) Notice of Redemption. Not less than three (3) days prior to a redemption date for the Notes, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, or by such other method as the Paying Agent/Registrar shall deem appropriate and effective, to each Holder of the Notes to be redeemed in whole at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

SECTION 5: Registration - Transfer - Exchange of Notes - Predecessor Notes. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Notes issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Note may be transferred or exchanged for Notes of other authorized denominations by the Holder, in person or by his or her duly authorized agent, upon surrender of such Note to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his or her duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Note for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Notes of authorized denominations

and having the same Stated Maturity and of a like aggregate principal amount as the Note or Notes surrendered for transfer.

At the option of the Holder, Notes may be exchanged for other Notes of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Notes surrendered for exchange, upon surrender of the Notes to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Notes are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Notes to the Holder requesting the exchange.

All Notes issued in any transfer or exchange of Notes shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Notes surrendered in such transfer or exchange.

All transfers or exchanges of Notes pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Notes cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Notes," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Note or Notes registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Notes" shall include any mutilated, lost, destroyed, or stolen Note for which a replacement Note has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 10 hereof and such new replacement Note shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Note.

SECTION 6: Execution - Registration. The Notes shall be executed on behalf of the City by the Mayor or the Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary. The signature of said officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Note Date shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Notes to the initial purchaser(s) and with respect to Notes delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note either a certificate of registration substantially in the form provided in Section 8C, manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 8D, manually executed by an authorized officer, employee, or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly certified, registered, and delivered.

SECTION 7: Initial Note. The Notes herein authorized shall be initially issued as a single fully registered note in the total principal amount referenced in Section 1 hereof, with the principal amount to become due and payable as provided in Section 2 hereof and numbered T-1 and, the Initial Note shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Note shall be the Note submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Note, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Note delivered hereunder and exchange therefor definitive Notes of authorized denominations, Stated Maturity, principal amounts and bearing the interest rate for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Notes, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Notes, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Notes, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Notes as evidenced by their execution. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes and the Initial Note shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Notes as evidenced by their execution thereof.

B. Form of Note.

REGISTERED
NO. [R-1] [T-1]

REGISTERED
\$1,105,000

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF BEDFORD, TEXAS
TAX NOTE, SERIES 2016

Note Date:
September 1, 2016

Stated Maturity:
February 1, 2021

Initial Delivery Date:
October 13, 2016

Registered Owner: _____

Principal Amount: ONE MILLION ONE HUNDRED FIVE THOUSAND DOLLARS

The City of Bedford (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of Tarrant, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above (the "Registered Owner"), or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amount hereof from the initial date of delivery stated above (unless this Note is transferred or assigned, then interest shall be paid from the date of such transfer or assignment, which date shall be clearly indicated on the Note) at the rate of ____% per annum. The amount of interest to be paid on the Notes shall be computed on the basis of a 360-day year of twelve 30-day months and such interest shall be payable on February 1 and August 1 of each year, commencing February 1, 2017, until maturity or prior redemption.

Principal of this Note is payable at its Stated Maturity or upon its prior redemption to the Registered Owner hereof, upon presentation and surrender, at the _____, _____ office (the "Designated Payment/Transfer Office") of _____, _____, Texas (the "Paying Agent/Registrar"). Interest is payable to the Registered Owner of this Note (or one or more Predecessor Notes, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the fifteenth day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the Registered Owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. All payments of principal of, premium, if any, and interest on this Note shall be without exchange or collection charges to the Registered Owner hereof and in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where either the Paying Agent/Registrar or the Designated Payment/Transfer Office is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The Notes shall be subject to mandatory redemption prior to maturity at the redemption price of par and accrued interest to the date of redemption on the respective dates and in principal amounts as follows:

<u>Redemption Date</u>	<u>Principal Amount (\$)</u>
February 1, 2017	210,000
February 1, 2018	220,000
February 1, 2019	220,000
February 1, 2020	220,000
February 1, 2021*	230,000

* maturity date

The particular Notes to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Notes required to

be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City, by the principal amount of Notes which, at least 50 days prior to a mandatory redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Notes plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation.

The Notes shall be not be subject to optional redemption prior to maturity.

Not less than three (3) days prior to a redemption date for the Notes, a notice of redemption shall be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, to each Holder of the Notes to be redeemed in whole at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Notes, (ii) identify the Notes to be redeemed, (iii) state the redemption price, (iv) state that the Notes shall become due and payable on the redemption date specified, and the interest thereon shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Notes shall be made at the Designated Payment/Transfer Office of the Paying Agent/Registrar only upon presentation and surrender of the Notes. If a Note is subject by its terms to prior redemption and has been called for redemption and notice of redemption has been duly given as hereinabove provided, such Note shall become due and payable and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys sufficient for the payment of such Note at the then applicable redemption price are held for the purpose of such payment by the Paying Agent/Registrar.

This Note is one of the series specified in its title issued in the aggregate principal amount of \$1,105,000 (herein referred to as the "Notes") for the purpose of paying contractual obligations to be incurred for (i) the acquisition of vehicles and equipment for the police, fire, parks, facilities and information technology City departments and (ii) professional services rendered in relation to such projects and purposes and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

The Notes are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar and to all of the provisions of which the Registered Owner or Holder of this Note by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Notes; the terms and conditions relating to the transfer or exchange of this Note; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Registered Owners or Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Note may be discharged at or prior to its Stated Maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

This Note, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Notes of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Registered Owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Note as the owner entitled to payment of principal hereof at its Stated Maturity, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Notes is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Notes to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Notes do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Notes by the levy of a tax as aforesaid. In case any provision in this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Note and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Note to be duly executed under the official seal of the City as of the Note Date.

CITY OF BEDFORD, TEXAS

Mayor

COUNTERSIGNED:

City Secretary

(SEAL)

- C. Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Note only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF PUBLIC ACCOUNTS
 THE STATE OF TEXAS

(((REGISTER NO. _____ (

I HEREBY CERTIFY that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

- D. Form of Certificate of Paying Agent/Registrar to appear on Definitive Notes only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Note has been duly issued and registered under the provisions of the within-mentioned Ordinance; the note or notes of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The corporate trust office of the Paying Agent/Registrar in _____, _____ is the Designated Payment/Transfer Office for this Note.

_____,
_____, Texas,
as Paying Agent/Registrar

Registration Date: _____

By: _____
Authorized Signature

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____ (Social Security or other identifying number: _____) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular.

SECTION 9: Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Notes, being (i) the interest on the Notes and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the Debt Service Requirements of the Notes shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Notes while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed, and collected for and on account of the Notes shall be kept and maintained by the City at all times while the Notes are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Notes shall be deposited to the credit of a "Special 2016 Note Account" (the "Interest and Sinking Fund") maintained on the records of the City and deposited in a special fund maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Notes.

The Mayor, City Manager, Director of Administrative Services and City Secretary, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Notes, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Notes as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Notes.

The City has sufficient current funds available and such funds are hereby appropriated to make the payments to become due on the Notes on February 1, 2017 and August 1, 2017, and the Mayor, Mayor Pro Tem, City Manager, Director of Administrative Services and City Secretary of the City, individually or jointly, are hereby authorized and directed to transfer and

deposit in the Interest and Sinking Fund such amount of current funds which will be sufficient to pay the amounts to become due on the Notes on February 1, 2017 and August 1, 2017.

SECTION 10: Mutilated, Destroyed, Lost and Stolen Notes. In case any Note shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Note of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Note, or in lieu of and in substitution for such destroyed, lost, or stolen Note, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Note, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Note shall be borne by the Holder of the Note mutilated, or destroyed, lost, or stolen.

Every replacement Note issued pursuant to this Section shall be a valid and binding obligation and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Notes; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Notes.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Notes.

SECTION 11: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Notes, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Notes or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Notes or the principal amount(s) thereof at the Stated Maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Notes, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Notes to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Notes, or any principal amount(s) thereof, or interest thereon with respect to which such

moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Notes and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Notes shall, upon the request of the City, be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas, including Title 6 of the Texas Property Code, as amended.

The term "Government Obligations," as used herein, shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Notes under the then applicable laws of the State of Texas.

SECTION 12: Ordinance a Contract - Amendments - Outstanding Notes. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Note remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Notes then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Notes, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Notes, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Notes, (2) give any preference to any Note over any other Note, or (3) reduce the aggregate principal amount of Notes required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Notes means, as of the date of determination, all Notes theretofore issued and delivered under this Ordinance, except:

- (1) those Notes cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Notes deemed to be duly paid by the City in accordance with the provisions of Section 11 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Notes which have been replaced with Notes registered and delivered in lieu thereof as provided in Section 10 hereof.

SECTION 13: Covenants to Maintain Tax-Exempt Status. (a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Notes are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Notes.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Notes are invested and which is not acquired to carry out the governmental purposes of the Notes.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Notes. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend, or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Notes has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Note to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Note, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Notes:

(1) exclusively own, operate and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or

indirectly with Gross Proceeds of the Notes, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Notes or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Notes to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Notes directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Notes.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Notes to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures, and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures, and investments thereof) and shall retain all records of accounting for at least six (6)

years after the day on which the last outstanding Note is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Notes with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Notes until six (6) years after the final Computation Date.

(3) As additional consideration for the purchase of the Notes by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, other appropriate fund, or if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Notes equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Notes, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Notes not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, City Manager and Director of Administrative Services, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Notes, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax-Exempt Obligations. In accordance with the provisions of paragraph (3) of subsection (b) of Section 265 of the Code, the City hereby designates the Notes to be “qualified tax-exempt obligations” in that the Notes are not “private activity bonds” as defined in the Code and the reasonably anticipated amount of “qualified tax exempt obligations” to be issued by the City (including all subordinate entities of the City) for the calendar year 2016 will not exceed \$10,000,000.

SECTION 14: Sale of the Notes - Purchase Agreement. The offer of _____ (herein referred to as the “Purchasers”) to purchase the Notes in accordance with the Purchase Letter, dated as of September 13, 2016, attached hereto as **Exhibit B** and incorporated herein by reference as a part of this Ordinance for all purposes is hereby accepted, and the sale of the Notes to said Purchasers is hereby approved and authorized and determined to be in the best interest of the City. The Mayor or Mayor Pro Tem is hereby authorized and directed to execute said Purchase Letter for and on behalf of the City and as the act and deed of this Council, and in regard to the approval and execution of the Purchase Letter, the Council hereby finds, determines, and declares that the representations, warranties, and agreements of the City contained in the Purchase Letter are true and correct in all material respects and shall be honored and performed by the City.

There is no Official Statement or other offering document relating to the Notes.

SECTION 15: Control and Custody of Notes. The Mayor or Mayor Pro Tem of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the production or printing and supply of definitive Notes, and shall take and have charge and control of the Initial Note pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the initial purchasers.

Furthermore, the Mayor, Mayor Pro Tem, City Manager, Director of Administrative Services and City Secretary, any one or more of said officials, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Notes, including certifications as to facts, estimates, circumstances and reasonable expectations pertaining to the use, expenditure and investment of the proceeds of the Notes, as may be necessary for the approval of the Attorney General, the registration by the Comptroller of Public Accounts, and the delivery of the Notes to the Purchasers, and, together with the City’s financial advisor, bond counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Note to the Purchasers and the initial exchange thereof for definitive Notes.

SECTION 16: Proceeds of Sale. The proceeds of sale of the Notes, excluding the amounts designated to pay the costs of issuance of the Notes, shall be deposited in a construction fund maintained at a City depository bank. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in legally authorized investments, and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the City Council. Accrued interest, if any, received from the sale of the Notes and any excess Note proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund or another fund created for the payment of the Notes.

SECTION 17: Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Notes. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 18: Cancellation. All Notes surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Notes previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Notes held by the Paying Agent/Registrar shall be returned to the City.

SECTION 19: Legal Opinion. The Purchasers' obligation to accept delivery of the Notes is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Bond Counsel to the City, approving the Notes as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Notes. An executed counterpart of said opinion is hereby authorized to be printed on or attached to the definitive Notes.

SECTION 20: Reserved.

SECTION 21: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

SECTION 22: Inconsistent Provisions. All ordinances, orders, or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 23: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Director of Administrative Services and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Notes. In addition, prior to the initial delivery of the Notes,

the Mayor, Mayor Pro Tem, City Manager, Director of Administrative Services or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Notes by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 24: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 25: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 26: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 27: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 28: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 29: Effective Date. This Ordinance shall take effect and be in force immediately from and after its passage in accordance with Texas Government Code, Section 1201.028, as amended, and it is so ordained.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED, this September 13, 2016.

CITY OF BEDFORD, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B
PURCHASE LETTER



Council Agenda Background

PRESENTER: Clifford Blackwell, CGFO
Director of Administrative Services

DATE: 09/13/16

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

ITEM:

Consider a resolution approving the City of Bedford Investment Policy.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Public Funds Investment Act (PFIA) requires the City to have an Investment Policy, which the City Council reviews and approves on an annual basis. The last review and approval was done on September 8, 2015.

Included in the Council agenda packet is the investment policy that was reviewed and approved by the Investment Committee on August 9, 2016. The only amendment made to the policy was the following:

- Maximize the allowable investment maturity of general, enterprise or operating-type funds to three years (previously stated as two years).

The attached document entitled “City of Bedford Investment Policy, September 13, 2016” provides the City with a policy document that is in full compliance with the PFIA.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution approving the City of Bedford Investment Policy.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Investment Policy – Bluelined
Draft Investment Committee minutes – August 9, 2016

RESOLUTION NO. 16-

A RESOLUTION APPROVING THE CITY OF BEDFORD INVESTMENT POLICY.

WHEREAS, the Public Funds Investment Act requires that the City have an Investment Policy and that the City Council review and approve the policy on an annual basis.

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

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

SECTION 2. That the City of Bedford Investment Policy, attached hereto, is hereby approved and adopted by the City Council. From the effective date of this resolution, all investment of public funds by the City personnel and/or agents shall be conducted in accordance with the City of Bedford Investment Policy.

SECTION 3. That the Mayor and/or the City Manager, as required by the individual agreements, are hereby authorized to enter into such agreements as may be necessary to implement this approved Investment Policy.

PRESENTED AND PASSED this 13th day of September 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



CITY OF BEDFORD INVESTMENT POLICY

September ~~8~~13, 201~~6~~5

It is the policy of the City of Bedford, Texas (the “City”), which includes the City of Bedford Street Improvement Economic Development Corporation (the “Corporation”), that after allowing for anticipated cash requirements and giving due consideration to safety, liquidity and yield, all available funds will be pooled and invested in conformance with the Investment Policy which has been developed to conform to the State of Texas, Public Funds Investment Act as amended (the “PFIA”). Throughout this Investment Policy, the City and Corporation shall be referred to as “BEDFORD.”

In addition, applicable recommended practices published by the Government Finance Officers’ Association (GFOA) have been considered to ensure that BEDFORD’s investment activities are conducted within the framework of sound fiscal policy.

I. Scope

This Policy applies to all financial assets of BEDFORD and serves to satisfy the statutory requirements of the PFIA to define and approve a formal investment policy. These funds are accounted for in BEDFORD’s Comprehensive Annual Financial Report and include:

- General Fund
- Enterprise Funds
- Special Revenue Funds
- Debt Service Funds - including Interest & Sinking Funds & Reserve Funds
- Capital Improvement Funds
- City of Bedford Street Improvement Economic Development Corporation Fund
- Other funds established from time to time

Except for cash in certain restricted and special funds, BEDFORD may consolidate cash and investment balances to ease cash management operations and maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

II. General Objectives.

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. Safety. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk. BEDFORD will minimize credit risk, the risk of loss due to the failure of the investment issuer or backer, by:

- 1) Limiting investments to the safest types.
- 2) Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with whom BEDFORD will do business.
- 3) Diversifying the investment portfolio so that potential losses on individual investments will be minimized.
- 4) Establishment of procedures to monitor rating changes of investments and the liquidation of such investments as required by the PFIA.

b. Interest Rate Risk. BEDFORD will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates by:

- 1) Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- 2) Investing operating funds primarily in shorter-term securities, financial institution deposits, money market mutual funds, or local government investment pools.

2. Liquidity. The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of investments with active secondary or resale markets (dynamic liquidity). All or a portion of the portfolio also may be placed in financial institution deposits, money market mutual funds, or local government investment pools which offer same-day liquidity for short-term funds.

3. Yield. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to safety and liquidity. Investments shall not be liquidated prior to maturity with the following exceptions:

- a. An investment with declining credit may be sold early to minimize loss of principal.
- b. An investment swap would improve the quality, yield, or target duration in the portfolio.
- c. Liquidity needs of the portfolio require that the investment be sold or redeemed.

III. Standards of Care.

- 1. Prudence.** The standard to be used by Investment Officers shall be the “prudent person” rule, which states, “investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.” Investment Officers acting in accordance with written policies and procedures, and exercising due diligence, shall be relieved of personal responsibility for an individual investment's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion.
- 2. Ethics and Conflicts of Interest.** Investment Officers shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Investment Officers shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Investment Officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of BEDFORD.
- 3.** An Investment Officer who has a personal business relationship with a depository bank or with any entity seeking to sell an investment to BEDFORD shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to BEDFORD shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.
- 3. Delegation of Authority.** Authority to manage and operate the investment program is granted to the Director of Administrative Services. The Director of Administrative Services shall establish written procedures and internal controls for the operation of the investment program consistent with this Investment Policy. Procedures should include, but not be limited to: account management procedures, cash flow estimation procedures, investment transaction procedures, authorized broker/dealer selection process, and investment portfolio reporting requirements. No person may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Administrative Services. The Director of Administrative Services shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of the Authorized Investment Officers and subordinate officials.

4. Authorized Investment Officers.

City Manager
Assistant City Manager
Director of Administrative Services
Accounting Manager

5. Investment Committee. There is hereby created an Investment Committee, consisting of the City Manager, Assistant City Manager, Director of Administrative Services, City Secretary, and one City Council member to be appointed by a majority of the City Council.

The Investment Committee shall meet at least quarterly to review general strategies and to monitor portfolio performance. The Committee shall include in its deliberations such topics as:

- a. Economic outlook,
- b. Portfolio diversification,
- c. Maturity structure,
- d. Risk considerations,
- e. Authorized broker/dealers,
- f. Independent investment training sources, and
- g. Target rate of return on the portfolio.

The Investment Committee shall provide for minutes of its meetings.

Any two members of the Committee may request a special meeting, and three members shall constitute a quorum.

The Committee shall establish its rules of procedure.

6. Investment Training. In order to ensure the quality and capability of BEDFORD's investment personnel, BEDFORD shall provide periodic training in investments through courses and seminars offered by professional organizations and associations as required by the PFIA. The Investment Officers shall attend at least one training session accumulating at least ten (10) hours relating to the Officer's responsibility under the Act within twelve (12) months after assuming duties, and thereafter, attend investment training session(s) not less than once every two years (aligned with the City's fiscal year end), receiving an additional eight (8) hours of training. The training shall be conducted by independent training sources approved by the Investment Committee.

IV. Broker/Dealers, Internal Controls and DVP.

1. Authorized Broker/Dealers. A list will be maintained of "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule). All investment providers, financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the

following as appropriate:

- a. Audited financial statements.
- b. Proof of Financial Industry Regulatory Authority (FINRA) certification.
- c. Proof of state registration.
- d. Completed broker/dealer questionnaire.
- e. Certification of having read, understood, and agreed to comply with the Investment Policy in compliance with the PFIA.

The Investment Committee shall review, revise, and adopt a list of authorized broker/dealers at least annually.

2. Internal Controls. The Director of Administrative Services is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of BEDFORD are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgments by management.

Accordingly, within the scope of the annual audit, the Director of Administrative Services shall establish a process for an independent review by an external auditor to assure compliance with policies and procedures. The results of this compliance audit must be reported annually to the City Council. The internal controls shall address the following points:

- a. Control of collusion
- b. Separation of transaction authority from accounting and record keeping
- c. Custodial safekeeping
- d. Avoidance of physical delivery securities
- e. Clear delegation of authority to subordinate staff members
- f. Written confirmation of transactions for investments and wire transfers

3. Delivery Versus Payment. All trades, where applicable, will be executed by delivery versus payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party safekeeping agent as evidenced by safekeeping receipts.

V. Suitable and Authorized Investments

1. Investment Types. The following investments will be permitted by this Policy as defined by state and local law where applicable. BEDFORD is not required to liquidate investments that were authorized at the time of purchase.

- a. U.S. government obligations, U.S. government agency obligations, and U.S. government instrumentality obligations (including obligations of the FDIC), which

have a liquid market with a readily determinable market value, and exclude those prohibited by the PFIA.

- b. Certificates of deposit and other evidences of deposit at a financial institution that, a) has its main office or a branch office in Texas and is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, b) is secured by obligations in a manner and amount provided by law for deposits of BEDFORD, or c) is placed through the Certificate of Deposit Account Registry Service (CDARS), or similar program, in a manner that meets the requirements of the PFIA.
- c. Repurchase and reverse repurchase agreements whose underlying purchased securities consist of instruments as defined in a. above and placed in compliance with the PFIA.
- d. No load money market mutual funds regulated by the Securities and Exchange Commission that meet the requirements of the PFIA.
- e. Local government investment pools, either state-administered or through joint powers statutes and other intergovernmental agreement legislation authorized in compliance with the PFIA.

2. Insurance, Pledged Collateral or Purchased Securities. With the exception of deposits secured with irrevocable letters of credit at 100% of amount, all deposits of BEDFORD funds with financial institutions shall be secured by pledged collateral with a market value equal to or greater than 102% of the deposits, less any amount insured by the FDIC. Repurchase agreements shall be documented by a specific agreement noting the “purchased securities” in each agreement; such securities shall comply with the PFIA. Collateral pledged and purchased securities shall be reviewed at least monthly to assure the market value equals or exceeds the related BEDFORD investment.

BEDFORD shall accept only the following as pledged collateral:

- a. U. S. Treasury securities;
- b. Obligations of U. S. Government Agencies and Instrumentalities, including letters of credit, which have a liquid market with a readily determinable market value, and exclude those prohibited by the PFCA;
- c. Direct or unconditionally guaranteed obligations of the State of Texas;
- d. States, agencies, counties, cities, or political subdivisions naturally rated “A” or higher.

All collateral shall be subject to inspection and audit by BEDFORD or BEDFORD’s independent auditors.

Securities pledged as collateral shall be held by an independent third party with whom BEDFORD has a current custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The agreement must clearly state that the custodian bank is instructed to release purchased and collateral securities to BEDFORD in the event BEDFORD has determined that the financial institution has failed to pay on any matured investments, or has determined that the funds of BEDFORD are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of the pledge and legal ownership must be supplied to BEDFORD and retained by BEDFORD.

3. Repurchase Agreements. Repurchase agreements shall be consistent with the PFIA and GFOA Recommended Practices on Repurchase Agreements.

VI. Investment Parameters

1. Diversification. The investments shall be diversified by:

- a. Limiting investments to avoid over concentration in securities from a specific issuer or business sector (where appropriate),
- b. Limiting investment in securities that have higher credit risks,
- c. Investing with varying maturities, and
- d. Continuously investing a portion of the portfolio in readily available funds such as financial institution deposits, local government investment pools, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

2. Maximum Maturities. To the extent possible, BEDFORD shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, BEDFORD will not directly invest in instruments maturing more than three (3) years from the date of purchase or in accordance with state and local statutes and ordinances. BEDFORD shall adopt weighted average maturity limitations (which often range from 90 days to 3 years), consistent with the investment objectives.

Reserve funds and other funds with longer-term investment horizons may be invested in instruments exceeding three (3) years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of funds. The intent to invest in instruments maturing greater than three (3) years shall be disclosed in writing to the City Council.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as financial institution deposits, investment pools, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

3. Competitive Environment. In order to create a competitive pricing environment for each investment transaction, including certificates of deposit, BEDFORD shall solicit quotations from multiple providers.

VII. Reporting.

1. Methods. The Director of Administrative Services shall prepare an investment report, at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner, which will allow BEDFORD to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report shall be provided to the City Council. The report will comply with the requirements of the PFIA.

In conjunction with the annual audit, the quarterly reports shall be formally reviewed by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

2. Performance Standards. The investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks shall be established against which portfolio performance shall be compared on a regular basis. “Weighted average yield to maturity” shall be the portfolio performance measurement standard.

3. Market Valuation. The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. The source of pricing used to calculate market value will be sources independent from the transaction.

4. Credit Rating. Not less than quarterly, the Investment Officers will monitor the credit rating for each held investment that has a PFIA required minimum rating. Any Authorized Investment that requires a minimum rating does not qualify during the period the investment does not have the minimum rating. Prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

VIII. Policy Considerations

1. Exemption. Any investment currently held that does not meet the guidelines of this Policy shall be exempted from the requirements of this Policy. At maturity or liquidation, such monies shall be reinvested only as provided by this Policy.

2. Annual Review and Amendments. The City Council shall annually review this Policy and shall adopt a written instrument stating its review and recording any changes. Any changes must be approved by the Investment Committee prior to consideration by the City Council.

IX. Selection of Depositories

1. Request for Application Process. Primary Depositories shall be selected through BEDFORD's banking services procurement process, which shall include a formal Request for Application (RFA) issued in compliance with applicable State law (Chapter 105, State of Texas Local Government Code). This contract can be extended as per the RFA specifications. In selecting primary depositories, the credit worthiness of institutions shall be considered, and the Director of Administrative Services shall conduct a comprehensive review of prospective primary depositories' credit characteristics and financial history.

2. Collateralized Deposits. All depository deposits shall be insured or collateralized in compliance with applicable State law. BEDFORD reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Financial institutions serving as BEDFORD Depositories will be required to sign a depository agreement with BEDFORD. The collateralized deposit portion of the agreement shall define BEDFORD's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- a. The agreement must be in writing;
- b. The agreement has to be executed by the Depository and BEDFORD contemporaneously with the acquisition of the asset;
- c. The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to BEDFORD; and
- d. The agreement must be part of the Depository's "official record" continuously since its execution.

X. Investment Strategies

In order to minimize risk of loss due to interest rate fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Investment guidelines by fund-type are as follows:

1. General, Enterprise, or Operating-type Funds

Suitability - Any investment eligible in the Investment Policy is suitable for General, Enterprise, or Operating-type Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, managing the weighted average days to maturity of each fund's portfolio to less than 270 days and restricting the maximum allowable maturity to the shorter of the anticipated cash flow requirement or

~~three years~~ ~~two years~~ will minimize the price volatility of the portfolio.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market “spreads” between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market.

Liquidity - General, Enterprise, or Operating-type Funds require the greatest short-term liquidity of any of the fund-types. Financial institution deposits, short-term investment pools and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of BEDFORD. Diversifying the appropriate maturity structure up to the two-year maximum will reduce interest rate risk.

Yield - Attaining a competitive market yield for comparable investment -types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio will be the minimum yield objective.

2. Special Revenue Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Special Revenue Funds.

Safety of Principal – All investments will be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Special Revenue Funds to balance the short-term and long-term anticipated cash flow requirements of the specific revenue/expense plan, the market risk of the Fund’s portfolio will be minimized. No stated final investment maturity shall exceed the shorter of the anticipated cash flow requirement or three years.

Marketability - Balancing short-term and long-term cash flow needs requires the short-term portion of the Funds portfolio to have securities with active and efficient secondary markets. Historical market “spreads” between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market. Securities with less active and efficient secondary markets are acceptable for the long-term portion of the portfolio.

Liquidity - A portion of the Special Revenue Funds are reasonably predictable. However, unanticipated needs or emergencies may arise. Selecting investment maturities that provide greater cash flow than the anticipated needs will reduce the liquidity risk of unanticipated expenditures.

Diversification - Investment maturities should blend the short-term and long-term cash

flow needs to provide adequate liquidity and yield enhancement and stability. A “barbell” maturity ladder may be appropriate.

Yield - Attaining a competitive market yield for comparable investment -types and portfolio structures is the desired objective. The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective.

3. Capital Improvement Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Capital Improvement Funds.

Safety of Principal - All investments will be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Capital Improvement Funds to not exceed the anticipated expenditure schedule, the market risk of the overall portfolio will be minimized. No stated final investment maturity shall exceed the shorter of the anticipated expenditure schedule or three years.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market “spreads” between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market.

Liquidity - Most capital improvements programs have reasonably predictable draw down schedules. Therefore, investment maturities should generally follow the anticipated cash flow requirements. Financial institution deposits, investment pools and money market mutual funds will provide readily available funds generally equal to one month’s anticipated cash flow needs, or a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any expenditure request. This investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions and arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for bond proceeds. Generally, if investment rates exceed the applicable cost of borrowing, BEDFORD is best served by locking in most investments. If the cost of borrowing cannot be exceeded, then current market conditions will determine the attractiveness of diversifying maturities or investing in shorter and larger amounts. At no time shall the anticipated expenditure schedule be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of the Investment Policy’s risk constraints. The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective for non-borrowed funds.

4. Debt Service/Interest and Sinking Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Interest and Sinking Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Funds to not exceed the debt service payment schedule, the market risk of the overall portfolio will be minimized.

Marketability - Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

Liquidity - Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Financial institution deposits, investments pools and money market mutual funds may provide a competitive yield alternative for short-term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

Diversification - Market conditions influence the attractiveness of fully extending maturity to the next “unfunded” payment date. Generally, if investment rates are anticipated to decrease over time, BEDFORD is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury Bill portfolio shall be the minimum yield objective.

5. Debt Service Reserve Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations will occur. However, by managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing will reduce the investment’s market risk if BEDFORD’s debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or three years. Annual mark-to-market requirements or specific

maturity and average life limitations within the borrowing's documentation will influence the attractiveness of market risk and influence maturity extension.

Marketability - Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.

Liquidity – Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to BEDFORD's debt holders. The funds are "returned" to BEDFORD at the final debt service payment. Market conditions and arbitrage regulation compliance determine the advantage of investment diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, BEDFORD is best served by locking in investment maturities and reducing liquidity. If the borrowing cost cannot be exceeded, then current market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields.

Diversification - Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall operate within the limits of the Investment Policy's risk constraints.

Investment Committee Minutes August 9, 2016

STATE OF TEXAS

COUNTY OF TARRANT

CITY OF BEDFORD

The Investment Committee of the City of Bedford, Texas, met at 1:30 p.m. in the conference room of Bedford City Hall, 2000 Forest Ridge Drive on May 24, 2016 with the following members present:

**Dr. Roy Turner, Council Member
Roger Gibson, City Manager
Kelli Agan, Assistant City Manager
Clifford W. Blackwell III, Director of Administrative Services
Paula Y. McPartlin, Accounting Manager
Michael Wells, City Secretary**

Constituting a quorum.

Also present were:

Dick Long, Valley View Consulting

CALL TO ORDER

Dr. Turner called the meeting to order at approximately 1:00 p.m.

NEW BUSINESS

1. APPROVAL OF MINUTES FROM MEETING OF May 24, 2016.

Michael Wells moved to approve the minutes. Roger Gibson seconded the motion.
The motion passed.

2. REVIEW AND APPROVAL OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED 6/30/2016.

Tom Ross led the discussion on the quarterly investment report for the quarter ended March 31, 2016. He stated that they made a slight change to the summary format located on page 1. The TWDB (SWIRFT) funds are grouped separately on the report due to them being so different than our regular bond funds. The portfolio on the operating side is up about \$2 million when comparing the 1st quarter to the second quarter. Dr. Turner asked if we needed to keep the SWIRFT Funds separate, Mr. Ross answered no you don't for this investment report, but for accounting purposes you would have to separate it. Mr. Ross continued the discussion and talked about the \$4 million compensating balance at Chase bank. He stated the balance is earning an equivalent yield of 1.15% this quarter and will be going away next quarter due to the ending contract we have with Chase. Mr. Blackwell stated that as of next Wednesday, we will start moving all balances at Chase bank over to Wells Fargo, our new depository bank. On another note, the Bank of New York is currently holding the \$26.9 million SWIRFT money in escrow for us at 25 basis points. We will receive that money physically whenever we submit a contract to the Texas Water Development Board. Since then, we are currently looking at solicitations to invest these monies in securities, and hopefully will make up the equivalent yield we will no longer be receiving on the \$4 million compensating balance at Chase Bank by investing at higher yields on the SWIFT money. Mr. Blackwell said on the next report, we will be investing \$25 million in securities. Mr. Ross stated that securities unlike CD's

NEW BUSINESS (continued)

are more marketable and will convert into cash more easily if needed. Mr. Ross continued with page 2, and noted the treasury yield curve is stronger in the 0-1 year range that we normally deal in than in the previous quarter. Page 3 of the report reflects the details of the investment holdings as of March 31 showing the different types of investments and their related maturities. He stated you have a couple of CD's maturing in late August, and a few more in September. There are some funds at the top of the page such as the \$4 million compensating balance that we are looking to ladder out for investing. Mr. Ross continued by stating that right now the firm is seeing rates at 1 year are a little over 1%, 2 year range are 75 basis points, and that rates right now are hard to predict in this volatile market. Page 4 are graphs depicting the composition of the portfolio, the top left is the City funds showing the compensated balance of \$4 million representing 12% of the portfolio, Securities/CD's depict 18% of the portfolio, and the pools are at 70% of the portfolio. Mr. Blackwell stated that whether it is your bond money or operating money, the higher the cash flow, the more propensities you may have in your portfolio at any time. Pages 5 and 6 show a comparison that the PFIA requires showing the differences in book value and market value from quarter to quarter. In the past, the book value and market value have been the same; however, we will be investing in securities, so we will be getting a separate valuation so this will change. The interest on the SWIRFT fund is restricted to back into the water fund and centered on the capital projects. It may not be used to pay salaries or operating costs. Page 7 is another requirement of the PFIA act to disclose how the funds are allocated. We do a book and market value comparison, but since they are the same, we combine them on this statement. We did however add a new column to represent the TWDB SWIRFT funds. Mr. Blackwell made the motion to approve the quarterly investment report. Michael Wells seconded the motion. The motion to approve the report passed.

3. DISCUSSION OF CURRENT MARKET CONDITIONS

Tom Ross led the discussion on the market outlook report that Susan Anderson prepared as of May 6, 2016. He stated job statistics are moving slightly downward. There is some talk at the Federal Open Market Committee (FOMC) that there may be another interest rate hike in June, but it is hard to predict when and how much. There is also a probability that there will be an additional interest rate hike before year end. The market outlook reports that have been presented to the investment committee the last few quarters show very little change. Generally, the economy is improving in the United States, but then it is offset by something else going on in the world like China. So, we watch what we can do in the market to keep the portfolio invested. Dr. Turner asked if there were any more questions. There were none.

4. Review and Approve changes to the Investment Policy (Yearly)

Cliff Blackwell talked about the current investment policy and proposed one change from the current maximum two-year maturity level to three-year maturity level for the City's investments. He stated staff would look at operating levels, cash flow forecasting, and ladder out the investments for maximum yields. Paula McPartlin stated staff would use the "SLY principle" of Safety 1st, Liquidity 2nd, and then Yield before investing the City's funds. Paula McPartlin made a motion to change the maturity level from the current two-year to three-year as an option for our investments to give us greater investment earning potential should the opportunity arise. Kelli Agan seconded the motion. The motion passed. Dr. Turner stated this was a good idea and forward thinking amongst the staff. Dick Long stated Valley View will do a revised draft of the policy making the change from two year to three year maturity level for investments before going to the council meeting.

5. Review and Approve Suggested list of Broker/Dealers (Yearly)

Cliff Blackwell stated that once a year we come to the investment committee to review the list of brokers/dealers. Staff will propose changes of adding to the list of firms we want to use and dropping ones off the list that we no longer want to use for solicitations during the year. Staff relies on Valley View's recommendations. Dick Long from Valley View went thru the list and stated that Bank of Texas, Coastal Securities, and Wells Fargo will stay on the list as before. Valley View recommended dropping Credit Suisse off the list due to their public funds office in Dallas closed during consolidation. He continued by stating that there was a name change from First Southwest Company on the former list to Hilltop Securities. The third change Valley View recommended changing companies from Rice Financial Products in Chicago, IL to Raymond James in Austin, Texas. The last recommendation is to add Vining Sparks to the list due to their strength in government securities. Dr. Turner asked what the difference between a primary and secondary

dealer were. Dick Long explained that a primary dealer is one that buys government securities directly from a government, with the intention of reselling them to others, thus acting as a market maker of government securities. The government may regulate the behavior and number of its primary dealers and impose conditions of entry. A secondary dealer is a security firm that facilitates exchanges or trades of financial assets by purchasing securities from another investor rather than an issuing corporation. Cliff Blackwell made the motion to approve the broker dealer list as revised. Paula McPartlin seconded the motion. The motion passed.

6. Review and Approve the Independent Training Sources (Yearly)

The Public Funds Investment Act and our investment policy require training of the public funds investment officers. This list is approved independent training sources and staff has no recommendations to change the current list. Cliff Blackwell made the motion to pass the current list of approved independent training sources. Paula McPartlin seconded the motion. The motion passed.

7. OTHER ITEMS

Cliff Blackwell suggested that the investment policy be brought to the council meeting on September 13, 2016. Kelli Agan added that the budget will also be voted on in the same meeting.

ADJOURNMENT

The meeting was adjourned at 1:48 pm.

DRAFT



Council Agenda Background

PRESENTER: Meg Jakubik, Strategic Services Manager

DATE: 09/13/16

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Blackboard, Inc., to provide a mass notification system for the City of Bedford, in the amount of \$18,926.70.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On July 9, 2013, the City Council approved a one-year contract with Blackboard, Inc. for a mass notification system. The City has renewed this agreement yearly since that time.

The Blackboard, Inc. system has proven to be user-friendly and useful in providing mass notification for City-wide and geographically isolated incidents. It is utilized by the Municipal Court, Utility Billing, Public Works, and Emergency Management personnel.

Last year, the City entered into a three-year contract with Blackboard in order to guarantee the reduced-pricing structure. There are no changes with this renewal. The proposed contract renews the term for October 1, 2016 through September 30, 2017 and provides for one additional one-year renewal at a guaranteed price.

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

FY 16-17 Amount	\$	18,926.70
General Fund	\$	4,676.70
Water Fund	\$	9,500.00
Court Technology Fund	\$	4,750.00

The funding necessary for the contract has been included in the proposed FY 16-17 budget.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Blackboard, Connect, to provide a mass notification system with the City of Bedford, in the amount of \$18,926.70.

FISCAL IMPACT:

FY 15-16	
General Fund	\$ 4,676.00
Water Fund	\$ 9,500.00
Court Technology Fund	\$ 4,750.00
Total	\$18,926.70

ATTACHMENTS:

Resolution
Quote

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BLACKBOARD, INC., TO PROVIDE A MASS NOTIFICATION SYSTEM FOR THE CITY OF BEDFORD, IN THE AMOUNT OF \$18,926.70.

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

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

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

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

SECTION 2. That the City Manager is authorized to enter into a contract with Blackboard, Inc, in the amount of \$18,926.70 for a term of October 1, 2016 through September 30, 2017.

SECTION 3. That funding for Fiscal Year 16-17 will be split between the General Fund, Water Fund and Court Technology Fund in the total amount of \$18,926.70.

PRESENTED AND PASSED on this 13th day of September 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



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1111 19th Street NW
Washington DC 20036 USA
Blackboard.com

August 22, 2016

City of Bedford
2000 Forest Ridge
Bedford, TX 76021

RE: **BLACKBOARD QUOTE# 10-233959_CPIIforHC (8/22/2016)**
GSA Contract Number GS-35F-0554M

Company Information

Blackboard, Inc.
1111 19th Street NW
9th Floor
Washington DC 20036

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

PLEASE FAX ALL ORDERS TO 818-450-0425
Prices Valid until October 1, 2016

*If you have any questions concerning this proposal, please contact Matthew Timberlake at 615-761-7620.
Please direct all contracting related questions to Hannah Cummings at 202-303-9185.*

To Whom It May Concern:

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

Services include:

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

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

If you have any questions or require additional information, please feel free to contact me at 202-303-9190. We look forward to meeting your online teaching and learning needs!

Warmest Regards,

Bill Jones
Associate General Counsel
Blackboard Inc.

Quote Summary

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

Renewal Term: October 1, 2016 – September 30, 2017

SIN #	Product Code	Product Name	Renewal Term	GSA Price	Discount	Net Price
132-32	BC-STND/BC-STND-GOV	Blackboard Connect for Government Service up to 16,458 recipients	10/1/2016 – 9/30/2017	\$1.91 per recipient	(\$0.76 per recipient)	\$18,926.70
132-32	BC-CARE/BC-CARE-GOV	Blackboard Connect Support	10/1/2016 – 9/30/2017	\$957.13	(\$957.13)	\$0.00
Open Market	BC-TXT-ADDON	Blackboard ConnectTxt Add On to Connect Messaging Service – 16,458 recipients	10/1/2016 – 9/30/2017	n/a	100%	\$0.00
Open Market	BC-WEATHER	NOAA Weather Alerts	10/1/2016 – 9/30/2017	n/a	100%	\$0.00
TOTAL						\$18,926.70

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

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

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

Quote Details

Notes:

1. Net pricing for Blackboard products and services listed above applies only for the term specified.
2. Blackboard products and services listed above are billed annually in advance.
3. This contractor and all covered subcontractors shall abide by the requirements of 29 CFR Part 741, 41 CFR § 60-1.4(a), Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

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

Blackboard (“Blackboard”)
Signature BILL JONES
Name (printed) ASSOCIATE GENERAL COUNSEL
Title (printed)
Date



Council Agenda Background

PRESENTER: Jill McAdams, SPHR, SHRM-SCP
Human Resources Director

DATE: 09/13/16

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

ITEM:

Consider a resolution authorizing amendments to the Employee Handbook, by adding the following personnel policies: Anti-Discrimination and Anti-Harassment, and Health and Dental Insurance.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

There is a need to revise employee personnel policies to reflect changes in the law, the way a policy is interpreted, or to make the policy easier to understand. There is also a need to add new policies for items that the Employee Handbook previously did not address.

The Anti-Discrimination and Anti-Harassment policy (Exhibit A) was revised to include the addition of an Anti-Bullying policy. Bullying is a common occurrence in today's workplace. The Institute for Workplace Bullying cites that 72% of the adult American public is familiar with instances of bullying in the workplace. This policy was rewritten to include language that prohibits bullying behavior in the workplace and also provides employees with a means to report instances of this type. The goal for this policy revision is to be able to provide employees a work environment that is free from all unwelcomed harassment.

The Health and Dental Insurance policy (Exhibit B) was revised to expand the definition of a spouse to include common law spouses. In addition, the policy needed to be revised to state that dependent children may stay on the plan until age 26, in accordance with the Affordable Care Act.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing amendments to the Employee Handbook, by adding the following personnel policies: Anti-Discrimination and Anti-Harassment, and Health and Dental Insurance.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Exhibit A: Anti-Discrimination and
Anti-Harassment Policy
Exhibit B: Health and Dental Insurance Policy

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING AMENDMENTS TO THE EMPLOYEE HANDBOOK, BY ADDING THE FOLLOWING PERSONNEL POLICIES: ANTI-DISCRIMINATION AND ANTI-HARASSMENT, AND HEALTH AND DENTAL INSURANCE.

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

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

WHEREAS, the Anti-Discrimination and Anti-Harassment policy has been revised to include an anti-bullying policy as detailed in Exhibit A; and,

WHEREAS, the Health and Dental Insurance policy has been revised to include common law spouses as a recognized definition of "Spouse," and allowing dependent children to remain on the plan until age 26 as detailed in Exhibit B.

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 Anti-Discrimination and Anti-Harassment policy be added to the personnel policies manual (Employee Handbook) as indicated in Exhibit A.

SECTION 3. That the Health and Dental Insurance policy be added to the personnel policies manual (Employee Handbook) as indicated in Exhibit B.

PRESENTED AND PASSED this 13th day of September 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

Anti-Harassment and Anti-Bullying Policy

Purpose

The purpose of this policy is to communicate to all employees that the City of Bedford will not tolerate sexual or other unlawful harassment or bullying behavior in the workplace.

Policy Statement

All City employees are entitled to a workplace free of unlawful harassment and bullying by management, supervisors, co-workers, citizens, and vendors. This means that each employee must be respectful of others and act professionally. City employees are also prohibited from engaging in unlawful harassment of other employees, citizens, vendors, contractors and all other third parties.

Sexual Harassment. All types of sexual harassment are prohibited. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Sexual harassment does not require sexual attraction or interest. This policy prohibits sexual advances and requests for sexual favors, sexual jokes and innuendo; comments about bodies, sexual prowess, sexual preferences, sexual experiences or sexual deficiencies; leering, whistling, or touching; verbal abuse of a sexual nature, including insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures, including nudity and pornography; and all inappropriate conduct of a sexual nature, whether it be physical, verbal or visual conduct to include the use of electronic devices such as cell phones, computers, email and social media to conduct sexual harassment.

Other Prohibited Harassment. Employees may not engage in prohibited harassment. In addition to the City's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, national origin, age, disability, genetics, veteran status, citizenship, or any other characteristic protected by law is also prohibited.

Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping; threatening, intimidating, or hostile conduct; cyber-harassment; denigrating jokes and comments; and writings or pictures, that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited.

This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, e-mail, cell phone or other electronic devices, social media, and/or the Internet, such as YouTube and Facebook.

Harassment of any nature, when based on race, religion, color, sex, national origin, age or disability, genetics, veteran status, citizenship or any other characteristic protected by law is prohibited and will not be tolerated.

Supervisor/Subordinate Relationship. A proper Supervisor relationship cannot be maintained when there is other than a professional relationship between a Supervisor and a subordinate. Therefore, relationships of this nature are inappropriate and unacceptable at the City of Bedford.

Bullying. Bullying is prohibited. If an allegation of bullying is made, the City of Bedford will investigate the alleged acts and the effects of those acts. While the intent of the action may be relevant, the City of Bedford will not be required to prove intent if the City finds bullying behavior occurred. As in sexual harassment, it is the effect of the behavior on the individual that is important. The City of Bedford, considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property
- **Gesture bullying:** Nonverbal threatening gestures such as "giving someone the finger" or mimicking hitting someone with a fist, etc.
- **Cyber-bullying:** The use of electronic communication to bully a person, typically by sending messages of an intimidating or threatening nature.
- **Other:** Activities carried out for the sole or primary purpose of harming and/or hurting an individual or group.

In addition, while not all inclusive, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person
- Shouting or raising voice at an individual in public or in private
- Using verbal or obscene gestures
- Personal insults and use of offensive nicknames
- Public humiliation in any form
- Constant criticism on matters unrelated to the person's job performance or description
- Belittling or repetitive interrupting an individual at meetings
- Public reprimands
- Repeatedly accusing someone of errors that cannot be documented
- Spreading rumors and gossip regarding individuals.
- Manipulating the ability of someone to do his or her work (e.g., withholding information, assigning meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions, inflicting menial tasks not in keeping with the normal responsibilities of the job)
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property)

Mandatory Reporting. The City requires that employees report all perceived incidents of harassment, regardless of the offender's identity or position. Any employee who observes or otherwise learns of possible harassment in the workplace or who feels that harassment has occurred or has been subjected to conduct prohibited by this policy must report it immediately to any of the following:

- the Department Director;
- the Director of Human Resources;
- the Assistant City Manager; or
- the City Manager.

Any Supervisor, Manager, or Department Director who becomes aware of possible conduct prohibited by this policy must immediately advise the Department Director and /or the Director of Human Resources.

Under this policy, an employee may report to and/or contact any of the above mentioned individuals directly, without regard to the employee's normal chain of command. Voice messages or e-mails may be left at any time.

Investigation. All reports of prohibited conduct will be investigated promptly and in as confidential a manner as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with the investigation and to maintain confidentiality.

Retaliation Prohibited. Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.

Responsive Action. Misconduct constituting harassment or retaliation will be dealt with appropriately. Discipline, up to and including dismissal will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were untruthful, fabricated or exaggerated or when employees are untruthful during an investigation.

Applicability

This policy applies to City employees, elected and appointed officials, citizens, vendors, contractors and other visitors to the workplace.

Definitions

- **Bullying** - Unwelcome or unreasonable behavior that demeans, intimidates or humiliates people either as individuals or as a group. Bullying behavior is often persistent and part of a pattern, but it can also occur as a single incident. It is usually carried out by an individual but can also be an aspect of group behavior.
- **Cyber-Bullying and Harassment** - Cyber harassment or bullying is the use of email, instant messaging, and derogatory websites to bully or otherwise harass an individual or group through personal attacks. Cyber harassment can be in the form of inflammatory comments made in chat rooms, sending of offensive or cruel e-mail, or harassing others by posting on blogs or social networking sites.

- **Harassment** - Harassment is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, age, national origin, disability or any other characteristic protected by law.
- **Hostile, Intimidating or Offensive Work Environment** - Is a form of harassment or bullying. It is demonstrated by such severe and pervasive conduct that permeates the work environment and interferes with an employee's ability to perform his or her job.
- **Sexual Harassment** - As defined in Equal Employment Opportunity guidelines, sexual harassment is any unwelcome sexual advance, request for sexual favors, or any verbal or physical conduct of a sexual nature when:
 - Submission to the conduct is a specific or implied term or condition of employment, or
 - Submission or rejection of the conduct is used as the basis for employment or tangible benefit decisions, or
 - Such conduct has the purpose and/or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

Responsible Person/Getting Help

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

Policy Authority

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

Implementation Procedures

All City Employees and elected and appointed officials are responsible for promoting a positive work environment by:

- Respecting the individual rights of others,
- Conducting themselves in a professional and businesslike manner,
- Promoting an environment where people feel responsible for and are free to address unwelcome or offensive conduct,
- Refraining from inappropriate or sexually harassing conduct, and
- Initiating actions to correct conduct of an inappropriate or sexually harassing nature.

Managers and Supervisors are responsible for:

- Promoting awareness through training within their organizations,
- Working with Human Resources to address issues of inappropriate behavior, and
- Actively endorsing an environment free from unwelcome and offensive conduct.

Human Resources Division is responsible for:

- Coordinating and assisting in education and awareness programs,
- Monitoring the application of corrective action, and
- Ensuring consistent administration of this policy.

2.1 HEALTH AND DENTAL INSURANCE

Purpose

The purpose of this policy is to outline the City's health and dental insurance programs. This policy is not intended to fully represent all aspects of the health and dental insurance programs. Employees should refer to the Summary Plan Description (SPD) for complete details of these insurance plans.

Policy Statement

Comprehensive medical and dental benefits are provided for all eligible full-time employees and their dependents at a shared expense between the City and employees.

Employee contributions towards these insurance plans are made on a "pre-tax" basis, through the City's Section 125 plan and through payroll deductions. Payroll deductions occur 24 times annually.

Eligibility

All full time regular employees and their dependents are eligible for health and dental insurance on the first of the month following 30 days of employment.

The City offers a variety of plans to meet the various needs of employees for both medical and dental. Employees will enroll in a health and/or dental insurance plan during their new hire orientation with Human Resources. If an employee does not elect coverage, no cash payment by the City will be made in lieu of the employee opting out of coverage.

When Medicare eligible employees reach the age of 65 and may obtain Medicare, employees may elect to go on Medicare. If the employee elects Medicare, the City's group health insurance plan remains the primary payer, until the employee elects Medicare Part B. If Medicare eligible employees opt out of the City sponsored health insurance program, these employees may continue to remain covered in the City's dental insurance program.

Enrollment/Changes to Coverage

The City will have an "open enrollment" period for insurance once a year. Open enrollment is the only time that an employee may add coverage for him/herself, change plans, or add or drop dependents without a "qualifying event".

A "qualifying event" is a marriage, divorce, birth, adoption or death or loss of health and/or dental insurance coverage. If a "qualifying event" occurs, changes in coverage may be made at any time during the year. Changes under the "qualifying event" rule, by law, must be made within 30 calendar days of the "qualifying event". After 30 days, no changes can be made until the open enrollment period.

Dependent Information

Children are covered under the plans until the age of 26. Insurance companies will automatically drop dependents once they reach the age of 26. The employee will need to notify Human Resources when the dependent reaches age 26 so that Human Resources can make any necessary adjustments to the premiums that the employee is paying for dependent health and/or dental insurance.

Spouses that are legally married to the employee are eligible for dependent coverage. In addition, the City does recognize "Common Law" marriages under the definition of a spouse.

Employees in this situation must complete the STATEMENT FOR DETERMINATION OF ELIGIBILITY as Common Law Spouse form (available in Human Resources) and submit the necessary proof as required.

Termination of Employment/Coverage Continuation Options

If employment is terminated, health and dental coverage will remain intact until the last day of the month. At that time, coverage terminates at midnight on the last day of the month.

Under federal COBRA laws, the City is required to offer covered employees and their covered dependents the opportunity for a temporary extension of health and/or dental coverage. This extension is at group rates and when coverage under the health and/or dental plan would otherwise end due to certain qualifying events. When this occurs, qualified beneficiaries will have 60 days from the date of notification to elect continuation of coverage.

If a qualified beneficiary does not elect continuation of coverage within the 60-day election period, then rights to continue health insurance will end. If a qualified beneficiary elects COBRA, he/she will be required to pay the entire cost of the health insurance, plus a 2% administration fee to the City of Bedford by the first of each month.

If payments are not made by the first of each month a thirty (30) day "grace period" will be granted. If payment is not received after the "grace period", coverage will be cancelled and will not be reinstated.

Applicability

All full time employees are eligible to participate in the employee health insurance program.

Definitions

Full time employee- An employee who works a minimum of 32 hours per week on an annual basis.

Responsible Person/Getting Help

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

Policy Authority

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

Implementation Procedures

Employees will be enrolled in health insurance during new hire orientation and may make changes to their coverage during the annual open enrollment period.



Council Agenda Background

PRESENTER: Don Henderson, Parks Superintendent

DATE: 09/13/16

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

ITEM:

Consider a resolution authorizing the City Manager to purchase lighting structures for the Bedford Bark Park from Elliott Electric Supply in the amount of \$16,590, utilizing the Buyboard Cooperative Purchasing Contract.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

On May 5, 2016, the Parks and Recreation Board voted to have lighting installed at the Bedford Bark Park. There is a need for at least one light in the large dog park and one light in the small dog park. The light fixtures will match those that were installed in the Boys Ranch Park during the renovation. Elliott Electric Supply provided a cost of \$16,590 to install the lights at the Bark Park.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase lighting structures for the Bedford Bark Park from Elliott Electric Supply in the amount of \$16,590, utilizing the Buyboard Cooperative Purchasing Contract.

FISCAL IMPACT:

Parks and Recreation Fund: \$16,590

ATTACHMENTS:

Resolution
Elliott Electric Supply Bid-Buy Board #437-13

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE LIGHTING STRUCTURES FOR THE BEDFORD BARK PARK FROM ELLIOTT ELECTRIC SUPPLY IN THE AMOUNT OF \$16,590, UTILIZING THE BUYBOARD COOPERATIVE PURCHASING CONTRACT.

WHEREAS, the City Council of Bedford, Texas determines the necessity to maintain and update the Bedford Bark Park and maintain a safe and clean environment for the citizens 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 Manager is hereby authorized to purchase lighting structures for the Bedford Bark Park in the amount of \$ 16,590.

SECTION 3. That funding in the amount of \$16,590 will be paid out of the Parks and Recreation fund.

PRESENTED AND PASSED this 13th day of September 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



ELLIOTT ELECTRIC SUPPLY

P.O. BOX 630610, NACOGDOCHES, TEXAS 75963-0610

www.ElliottElectric.com

Arlington Branch
 2900 East Pioneer Parkway
 Suite 170
 Arlington, TX 76010
 Phone: 817-695-1616

Quote: 012-83529

Fax: 817-633-9062

Billing Information:

Customer Account: 1260040
 CITY OF BEDFORD
 2000 FOREST RIDGE DR
 BEDFORD, TX 76021-5713

Ship-To Information:

CITY OF BEDFORD
 2140 L DON DODSON DR
 BEDFORD, TX 76021-7532

Customer Phone: 817-952-2308
Customer Job Phone: 817-952-2308
Customer Job/PO: BUY BOARD # 437-13

Salesperson: DEVON WHITE **Quote Date:** 03/22/2016 **Date and Time Created:** 04:08:51 PM 04/06/2016

Item Number	Order Qty	Catalog Number	Vendor Code	Description	Price	Unit Code	Extended Price
1	2	TX03080BA2A3NNAN	HAD	PATH LIGHT	1,456.25	E	2,912.50
				<i>4 to 6 week lead time</i>			
2	2	P502014A	HAD	POLE	1,838.75	E	3,677.50
				<i>4 to 6 week lead time</i>			
3	1	LABOR	SPC	LABOR BY ED'S ELECTRIC	10,000.00	E	10,000.00

Notes To Customer

All labor and installation will be provided by Ed's Electric.
 Elliott Electric Supply is only supplying the material and assumes no direct or implied liability for the installation or labor portion of this sale.

Sub Total 16,590.00
Tax 0.00
Total 16,590.00



Council Agenda Background

PRESENTER: Don Henderson, Parks Superintendent

DATE: 08/23/16

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Vidascales for City-wide mowing services in the amount of \$203,404.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

On February 28, 2016 and March 6, 2016, the City advertised a request for bids for City-wide mowing services. The mowing contract covers all City facilities, City owned property, rights-of-way (ROW), medians, well lots, drainage areas, and undeveloped property not mowed by Parks Maintenance staff.

Since requesting mowing bids, the City has been working with North Tarrant Express (NTE) and the Texas Department of Transportation (TxDOT) to acquire 13 vacant partial residential lots that were left remaining after the recent freeway expansion. These properties are located along the sound barrier and are adjacent to residential properties. Per State guidelines, these lots were only being mowed three times per year and not meeting the City's code ordinances. In order to meet the desired esthetics, the City has assumed mowing these lots; therefore, an additional \$8,629 has been added to this contract to allow for these 13 lots to be mowed 23 times.

Mowing Schedule

The City's objective is to have all grass areas maintained at an acceptable standard at all times. With this in mind, the following schedules are provided as an estimate of the minimum number of times per month each category should be mowed to maintain an acceptable grass height at all times.

- All rights-of-way will be mowed every 15 days, with the exception of the main thoroughfares (Martin Drive, Harwood Road, Central Drive, and Cheek-Sparger), which will be mowed every 10 days
- Well lots, vacant properties, City facilities = one time per week (for a total of 33 mows)
- Linear trails – March = one time per month; April through September = three times a month; October through November = one time per month (for a total of 21 mows)

The previous three-year contract amount was \$178,275 and did not include the new 13 TxDOT lots. Funding for the increase in the mowing service is included in the upcoming FY 2016/2017 Budget.

The contract period for mowing services includes October 1, 2016 through September 30, 2017, with the option of three one-year extensions as outlined in the bid documents. The current contract expires September 30, 2016.

Vidascales (formerly Lawn Associates, Inc.) was the only bid package submitted for consideration. Vidascales is the City's current contractor. Vidascales has provided mowing services to the City of Bedford since 2008.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Vidascares for City-wide mowing services in the amount of \$203,404.

FISCAL IMPACT:

FY 2016/17 Contract Labor: \$203,404

ATTACHMENTS:

Resolution
Bid Tab

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH VIDASCAPES FOR CITY-WIDE MOWING SERVICES IN THE AMOUNT OF \$203,404.

WHEREAS, the City Council of Bedford, Texas has reviewed the bid received on March 29, 2016; and,

WHEREAS, Vidascares (formerly known as Lawn Associates, Inc.) provided the only bid for consideration for the City-wide mowing services and is a qualified bidder; and,

WHEREAS, the contract period will be from October 1, 2016 to September 30, 2017, with the possibility of three successive one-year extensions beginning on October 1 of succeeding years.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to into a contract with Vidascares from October 1, 2016 until September 30, 2017, in the amount of \$203,404 for City-wide mowing services.

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

PRESENTED AND PASSED this 13th day of September 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

1

SUMMARY						
COMPANY						
LAWN ASSOCIATES		N/A				\$194,775.00
		N/A				
		N/A				
		N/A				
		N/A				
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		N/A				
		N/A				
		N/A				
		N/A				
		N/A				
		N/A				

Signature Jon G. [Signature]

Date 3-29-16

Signature Eric [Signature]

Date 3/29/16



Council Agenda Background

<u>PRESENTER:</u> Charles Carlisle, Risk/Contractual Services Manager		<u>DATE:</u> 09/13/16
Council Mission Area: Be responsive to the needs of the community.		
<u>ITEM:</u> Consider a resolution authorizing the City Manager to enter into the first year of a five-year contract with Siemens Industry, Inc. to service and maintain the City's HVAC mechanical, monitoring, and building automation systems in 17 facilities throughout the City, in the amount of \$70,115. City Attorney Review: Yes City Manager Review: _____		
<u>DISCUSSION:</u> The City of Bedford would like to proactively maintain its HVAC mechanical and building automation systems to provide optimal energy efficiency and climate control for their customers and staff. This service contract has been prepared to proactively maintain and protect this system, which includes preventive mechanical services, such as seasonal inspections and filter changes, building automation software upgrades, data recovery and storage, controller analysis, on-site staffing support and off-site monitoring services. In addition, Siemens will provide an annual air quality analysis and report on each of the City facilities in order to provide a safe and healthy environment for all employees and visitors. Current cost to the City for FY 16/17 is \$70,115 annually. This contract will increase to \$72,218 beginning FY 17/18. Yearly increases have been added to account for inflation, as well as increases in materials and labor costs. These increases are based on a CIP index of 3%. The contract amounts will be as follows for the remaining years: FY 18/19 \$74,385 Annually FY 19/20 \$76,616 Annually FY 20/21 \$78,915 Annually		
<u>RECOMMENDATION:</u> Staff recommends the following motion: Approval of a resolution authorizing the City Manager to enter into the first year of a five-year contract with Siemens Industry, Inc. to service and maintain the City's HVAC mechanical, monitoring, and building automation systems in 17 facilities throughout the City, in the amount of \$70,115.		
<u>FISCAL IMPACT:</u> Budget FY 16/17 Contractual Services: \$70,115	<u>ATTACHMENTS:</u> Resolution Contract	

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE FIRST YEAR OF A FIVE YEAR CONTRACT WITH SIEMENS INDUSTRY, INC. TO SERVICE AND MAINTAIN THE CITY'S HVAC MECHANICAL, MONITORING, AND BUILDING AUTOMATION SYSTEMS IN 17 FACILITIES THROUGHOUT THE CITY, IN THE AMOUNT OF \$70,115.

WHEREAS, the City Council of Bedford, Texas, determined the need to proactively maintain the HVAC mechanical and building automation systems to provide optimal energy efficiency and climate control for its customers and staff.

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 Siemens Industry, Inc. to service and maintain the HVAC mechanical, monitoring, and building automation systems in 17 facilities throughout the City.

SECTION 3. That this contract shall be for one year and renewed annually as stated in the agreement. Either party may terminate or amend this contract at the end of the initial term or at the end of a renewal term by giving the other party at least 60 days prior written notice of such amendments or intent not to renew.

PRESENTED AND PASSED this 13th day of September 2016, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

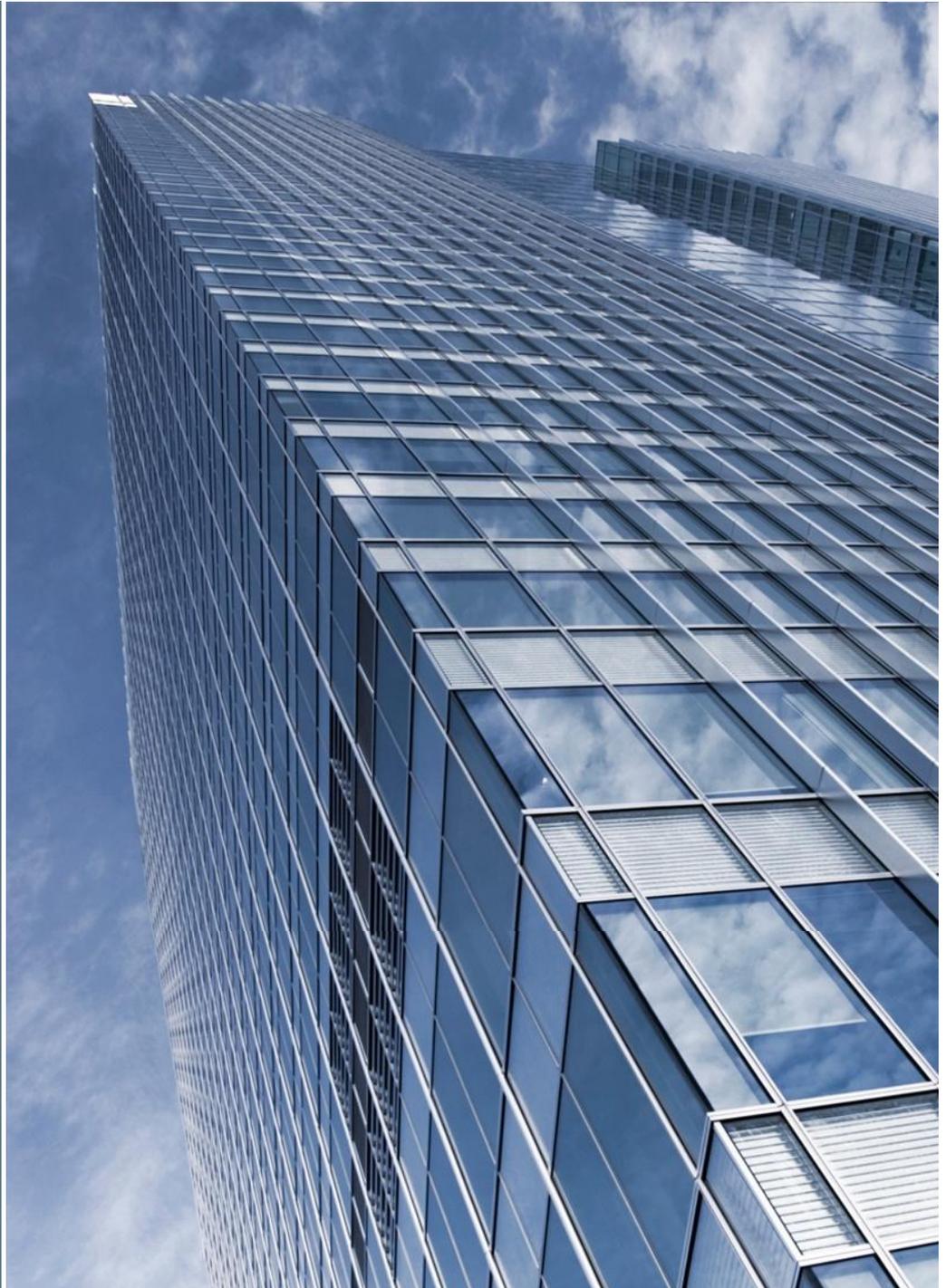
Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

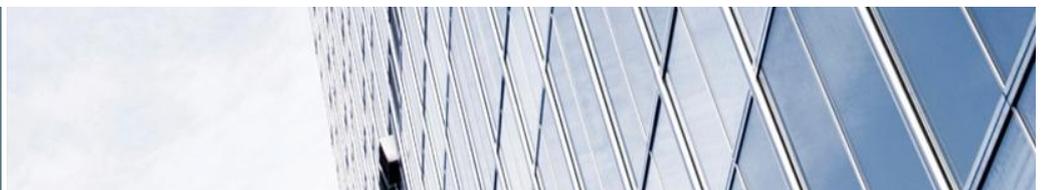


Advantage Services[®]

City of Bedford

6/15/2016

SIEMENS



Advantage Services

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City of Bedford

6/15/2016

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1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

1.2 Customer Objectives

The City of Bedford would like to proactively maintain their HVAC mechanical and building automation systems to provide optimal energy efficiency and climate control for their customers and staff.

1.3 Current Situation

This new service contract has been prepared to proactively maintain and protect this system which includes preventive mechanical services such as seasonal inspections and filter changes, building automation software upgrades, data recovery and storage, controller analysis, onsite staffing support and off site monitoring services. In addition, Siemens will provide an annual air quality analysis and report on each of your buildings so you can provide a safe and healthy environment for all.

1.4 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

2 Service Solution

2.1 HVAC SERVICES

Approach

The Advantage Services plan is designed for customers looking for a partner to ensure dependability and high reliability from their facility systems. When emergencies occur, Siemens experts will provide support within 2 hours and if this cannot remedy the emergency, arrive on site within 4 hours for critical components. For non-emergency technical problems or for non-critical components, Siemens will be on site within 24 hours. Contract is 24 hour service for the LEC only. The rest of the facilities will be covered during regular business hours Monday – Friday 8 AM to 4 PM. Not counting holidays.

Performance

Advantage Services Performance package of HVAC services helps ensure your most important HVAC systems equipment is operating to maintain a high level of system energy efficiency, extending equipment life and reducing operating costs and downtime.

Performance services for HVAC systems equipment includes designated operating inspections on your cooling and heating systems equipment. Our highly trained Advantage Services technicians will conduct necessary HVAC systems analysis for all specified equipment as well as standard preventive maintenance and cleaning to keep these systems operating efficiently.

Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify, and resolve problems and concerns in performing tasks to keep systems running smoothly. During coaching sessions, we address specific issues concerning the use of systems in your facility.

The equipment included as part of this service is listed in the List of Maintained Equipment section of this service agreement.

2.1.1 Customer Support Services

Operator Coaching

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. This service will insure your operator's gain full utilization of the system implemented in your facility. Siemens will assist your staff in identifying, verifying and resolving problems found in executing daily tasks. During the coaching sessions, we can address log book and system issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities.

Under this agreement we shall provide (12) hours of coaching, which will be conducted on normal business days and hours, during scheduled visits.

Onsite Staffing Support Specialist

To optimize the sophisticated technology of your HVAC Control System and its impact on your facility's business, it is critical to provide trained, onsite personnel to assist in managing your system. An onsite Siemens Building Performance Specialist who will work to assure that the building systems are operating at peak efficiency in support of your specific facility and organizational objectives will be provided. The specific responsibilities, goals, work hours, and other associated deliverables of the Onsite Specialist are listed in the Appendix section of this service agreement.

Under this agreement, twenty-four (24) hours of onsite staffing support will be provided on an annual basis.

2.1.2 Technical Support Services

Emergency Onsite Response: Monday through Sunday, 24 Hours per Day

Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Remote Facility Monitoring and Response- Standard

Through Remote Facility Monitoring, the SIEMENS Customer Support Center links to your building and remotely monitors the HVAC Control System's performance 24 hours per day, 365 days per year. In the event of an alarm condition at any of the monitored points, the system transmits the alarm and associated response instruction to the SIEMENS Customer Support Center. When an alarm is received, SIEMENS specialists implement a customer specific response process.

SIEMENS will furnish and install the necessary online service technology to enable performance of this service, through a dedicated telephone line or online connection at the customer facility. The number of points to be monitored and any specific response instructions that the customer's staff has requested, are itemized in the Appendix of this agreement.

Data Protection & Data Recovery Services

Siemens will perform scheduled database back-ups of your workstation database & graphics and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite (or online if such service is included in this service agreement) to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible. The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this service agreement.

Preventive Maintenance - Automation

Unitary and Terminal equipment can, by their nature, under-perform due to a number of reasons; mechanical, electrical, control settings, building use and climatic conditions. Through this service, we can pinpoint which systems have possible air flow or temperature control problems. Reports are generated on those terminal equipment controllers, which can then be investigated and resolved. The equipment to be included as part of this service, is listed in the List of Maintained Equipment in this service agreement.

Software Support and Updates

Siemens will provide you with software and documentation updates to your existing Siemens software as they become available (approximately annually). Included is onsite training to familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens Industry, Inc. commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service are itemized in the List of Maintained Equipment. (Upgrades to PC's and related workstation hardware are excluded unless specified elsewhere.)

Annual Maintenance

We will perform scheduled annual preventive maintenance in accordance with a program of standard routines as determined by our experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of your equipment, and provide you with possible indications of excessive wear and damage to your systems before a catastrophic failure occurs during the next operating season. Depending on our findings we may also provide recommendations for additional service(s) that will better enhance equipment performance. The equipment included under this service is itemized in the List of Maintained Equipment section of this service agreement.

Seasonal Inspection- Cooling

Through this service we will help to assure optimum cooling system performance and safety, and assure the mechanical equipment is ready prior to the cooling season. We will provide seasonal inspection services in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. This service is designed to optimize the reliability and efficiency of the equipment, and provide you with possible indications of excessive wear and damage to your systems to minimize the possibility of catastrophic failure during the next operating season. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. A list of covered equipment and the frequency of the inspection service for cooling equipment is included in the List of Maintained Equipment section of this service agreement.

Seasonal Inspection- Heating

Through this service we will help to assure optimum heating system performance and safety, and assure the mechanical equipment is ready prior to the heating season. We will provide seasonal inspection services in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. This service is designed to optimize the reliability and efficiency of the equipment, and provide you with possible indications of excessive wear and damage to your systems to minimize the possibility of catastrophic failure during the next operating season. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. A list of covered equipment and the frequency of the inspection service for heating equipment is included in the List of Maintained Equipment section of this service agreement.

Annual Inspection

We will perform scheduled annual preventive maintenance in accordance with a program of standard routines as determined by our experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. You will find a detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service is designed to optimize the reliability and efficiency of the equipment, and provide you with possible indications of excessive wear and damage to your systems before a catastrophic failure occurs during the next operating season. Depending on our findings we may also provide recommendations for additional service(s) that will better enhance equipment performance. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement. In addition, for centrifugal, reciprocating and screw chillers, we will leak test all equipment containing refrigerant, report findings and provide a list of recommended repairs (if necessary). We will recover your refrigerant as appropriate to reduce emissions and cost of replacement refrigerant and keep you informed regarding refrigerant issues and opportunities. All refrigerant containment will be performed in accordance with EPA regulations and guidelines.

HVAC Air Filter Changing Service

Through this service we will maintain indoor air quality by changing filters and minimizing dust and particles from collecting on ductwork. This service also helps insure proper flow through cooling and heating coils thus

Advantage Services

preventing restrictions in airflow, leading to higher system and energy efficiency. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement. In the event the air filter material or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), recommendations will be made for your approval to adjust the frequencies and any associated price.

Air Cooled Condenser Coil Cleaning

Through this service we will improve airflow across condenser coils, and improve heat transfer. This service will extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash at our discretion based on condition of outside environment and coil accessibility. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Refrigerant Oil Analysis

We will perform spectrochemical refrigerant oil analysis and trend oil condition to identify contaminants and possible system malfunctions caused by wear of moving parts, such as bearings and shafts. This predictive wear analysis provides early identification of problems prior to them becoming unplanned and costly. Based on the oil analysis results, we will recommend when oil changes are needed, and may make other recommendations regarding the operation and maintenance of your chiller plant. This service reduces the amount of waste oil generated. Oil changes are outside the scope of this service. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Repair & Replacement Services

To reduce the effects of unbudgeted repairs, and to maintain your mechanical system in peak operating condition, we will repair or replace failed or worn moving parts (such as; bearings, motor rotors, motor stators, seals, gears, controls and switches). Prior to beginning any repair or replacement, Siemens will troubleshoot the system to diagnose your system's problems. Non-moving parts such as boiler tubes, shells, refrigerant/water tubes, non-manufactured or produced products, environmentally hazardous materials and/or refractory replacement are not included. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Equipment covered under this agreement is itemized on the List of Maintained Equipment, unless otherwise noted. Items not covered will be brought to the owner's attention.

2.1.3 Equipment Tasking

The following tasks listed herein for each equipment type will be performed at the intervals planned. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently.

Chillers / Air Cooled

Operating Inspection

- Log all operating conditions
- Confirm chiller operation
- Inspect overall condition
- Check refrigerant charge
- Check lube system
- Lubricate per OEM recommendations

Shut Down Inspection

- Perform operating inspection
- Shut down chiller
- Lockout and Tagout compressor motors
- Isolate refrigerant Charge
- Inspect condenser coils
- Verify oil sump heater operation

Built Up Units – AHU's / Fan Systems / Axial

Operating Inspection – Heating

- Confirm fan operation
- Record motor amps and voltage
- Inspect overall condition
- Check bearing temperature
- Check belt tension and condition
- Lubricate per OEM recommendations

Seasonal Inspection – Heating

- Confirm fan operation
- Record motor amps and voltage
- Inspect overall condition
- Check starter contacts and electrical connections
- Replace belts and check sheaves
- Lubricate per OEM recommendations

Package / RTU's / Packaged Units – A/C & Gas Heat

Operating Inspection – Cooling

- Inspect overall condition
- Confirm DX system operation
- Check refrigerant charge
- Check belt tension and condition
- Lubricate per OEM recommendations

Package / RTU's / Split Systems – A/C & Electric Heat

Operating Inspection – Heating

- Inspect overall condition
- Confirm electric heating coil operation
- Record coil amps and volts
- Check belt tension and condition
- Lubricate per OEM recommendations

Seasonal Inspection – Heating

- Inspect overall condition
- Service electric heating coil as necessary
- Calibrate safety and operating controls
- Check starter contacts and electrical connections
- Replace belts and check sheaves
- Lubricate per OEM recommendations

Operating Inspection – Cooling

- Inspect overall condition
- Confirm DX system operation
- Check refrigerant charge
- Check belt tension and condition
- Lubricate per OEM recommendations

Package / RTU's / Water Source Heat Pump

Operating Inspection – Heating

- Inspect overall condition
- Confirm DX system operation
- Check refrigerant charge
- Check belt tension and condition
- Lubricate per OEM recommendations

Seasonal Inspection – Heating

- Inspect overall condition
- Service DX system as necessary
- Calibrate safety and operating controls
- Check starter contacts and electrical connections
- Replace belts and check sheaves
- Lubricate per OEM recommendations

Operating Inspection – Cooling

- Inspect overall condition
- Confirm DX system operation
- Check refrigerant charge
- Check belt tension and condition
- Lubricate per OEM recommendations

Heating System / HW – Modular Boilers - Gas

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Operating Inspection

- Log and evaluate operating conditions
- Confirm burner and fuel system operation
- Check fuel system for leaks
- Check safety and operating controls
- Check combustion and air make-up system
- Check for proper venting of flue gas

Pumps

Operating Inspection

- Visually inspect and evaluate operating conditions
- Check system for leaks
- Check motor amps and volts
- Check for unusual vibration and noise
- Lubricate per OEM recommendations

3 Service Implementation Plan

3.1 HVAC Services On-site Response Time and Call Windows

Emergency Phone Response	2 hours
Response time - onsite for critical components	4 hours – labor to appear onsite is covered within this response time coverage*
Response time - onsite for non-emergency	24 hours – labor to appear onsite is covered within this response time coverage*
Hours of Service	Monday – Friday 8 AM – 4 PM (Non-holidays). LEC 24x7 Response time labor is covered within these hours of service
Window for Call Handling	24 x 7 – Availability to take your call

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See [List of Maintained Equipment](#) to view your current Repair and Replacement Coverage.

3.2 Maintained Equipment Table

SIEMENS

Siemens Building Technologies Service Agreement

Equipment Category	Qty	Filter changes	Cooling Inspection	Heating inspection	Condenser coil cleaning	Belt Change
Split system	47	4	1	1	2	1
RTU	39	4	1	1	2	1
WSHP	16	4	1	1	NA	1
CW AHU	5	4	1	1	NA	1

Equipment Category	Qty	Oil Analysis	Vibration Analysis	Annual Inspection	Operational inspection	Condenser coil cleaning
Chiller	2	1	1	1	1	2
Boiler	4	NA	NA	1	1	NA
Pumps	13	NA	NA	1	1	NA

3.3 Equipment List

ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND 1	TRANE	TTA180B300		Old Library
COND 2	TRANE	TTA120B300		Old Library
COND 3	TRANE	TTA180B300		Old Library
COND 4	TRANE	TTA180B300		Old Library
COND 5	TRANE	TTA120B300		Old Library
AHU 1	TRANE	BWV180B3		Old Library
AHU 2	TRANE	BWE120C400FA	177804	Old Library
AHU 3	TRANE	BRB101V78N	B39199114	Old Library
AHU 4	TRANE	BWV180B3		Old Library
AHU 5	TRANE			Old Library

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	CARRIER	48TCDD08A2A5A0A0A0	1111G10599	OLD BEDFORD SCHOOL
RTU 2	CARRIER	48TCDA04A2A5A0A0A0	0711G10217	OLD BEDFORD SCHOOL
RTU 3	TRANE	YHC120A3RLAXJ	625100656L	OLD BEDFORD SCHOOL
RTU 4	TRANE	YHC120A3RLA2K	625102627L	OLD BEDFORD SCHOOL
COND 1	TRANE	2TTA0060A3000AA	6235X6G3F	OLD BEDFORD SCHOOL
COND 2	TRANE	2TTA0060A3000AA	6235X4N3F	OLD BEDFORD SCHOOL

ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND	RHEEM			HOUSE ON BEDFORD RD
AHU	RHEEM	UGVG-10EBRJR	CM1D307F50920424	HOUSE ON BEDFORD RD

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	Climate Master	TRE036AFN3ACCCS	N11919702	NEW LIBRARY
RTU 2	Climate Master	TRE060AFN3CCCCS	N11919706	NEW LIBRARY
RTU 3	Climate Master	TRE048AFN3CCCCS	N11919704	NEW LIBRARY
RTU 4	Climate Master	TRE048AFN3CCCCS	N11919703	NEW LIBRARY
RTU 5	Climate Master	TRE060AFN3ACCCS	N11919705	NEW LIBRARY
RTU 6	Climate Master	TRE060AFN3CCCCS	N11919707	NEW LIBRARY
RTU 7	Climate Master	TRE096AFN3CCFCS	N12021046	NEW LIBRARY
RTU 8A	Climate Master	TRE096AFN3CCFCS	N12021045	NEW LIBRARY
RTU 8B	Climate Master	TRE120AFN3ACCCS	N12021047	NEW LIBRARY
RTU 9	Climate Master	TRE096AFN3CCCCS	N12021044	NEW LIBRARY
RTU 10	Climate Master	TRE060AFN3CCFCS	N11919709	NEW LIBRARY
RTU 11	Climate Master	TRE168AFN3ACCCS	N12021050	NEW LIBRARY
RTU 12	Climate Master	TRE168AFN3ACCCS	N12021049	NEW LIBRARY
RTU 13	Climate Master	TRE168AFN3ACFCS	N12021051	NEW LIBRARY

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RTU 14	Climate Master	TRE168AFN3ACCCS	N12021048	NEW LIBRARY
RTU 15	Climate Master	TRE060AFN3CCFCS	N11919708	NEW LIBRARY
COND	ARI	4TTB3018D1000AA	10161RL33F	NEW LIBRARY
PUMP 1				NEW LIBRARY
PUMP 2				NEW LIBRARY
PUMP 3				NEW LIBRARY

ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND 1	CARRIER	24ACA336A500	2706E08848	PARKS S C
COND 2	CARRIER	24ACA342A500	2506E16483	PARKS S C
AHU 1	CARRIER	58MVB060-14	4106A08258	PARKS S C
AHU 2	CARRIER	58MVB060-14	4606A04970	PARKS S C

ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND 1	TRANE	2TTB3036A100A		ARTS COUNCIL
COND 2	TRANE	2TTB2036A1000AA	5053UCJ3F	ARTS COUNCIL
COND 3	TRANE	TTB036C100A2	Z124YNABF	ARTS COUNCIL
COND 4	PAYNE	PA10JA024000AAAA	3098E20667	ARTS COUNCIL
COND 5	AMERICAN STANDARD	2A7B2060A1000AA	50627FM3F	ARTS COUNCIL
COND 6	CARRIER	38CKB048-301	3396E21171	ARTS COUNCIL
AHU 1	TRANE	2TEC3F48A1000A		ARTS COUNCIL
AHU 2	TRANE	2TEC3F30A1000A		ARTS COUNCIL
AHU 3	TRANE	2TEC3F30A1000A		ARTS COUNCIL
AHU 4	TRANE	2TEC3F36A1000A2TEC3F60A1000A W/BAYHTR1415BRK	4076M731V	ARTS COUNCIL
AHU 5	TRANE	TWE036C140		ARTS COUNCIL
AHU 6	TRANE	TWE036C140		ARTS COUNCIL

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	TRANE	YSC060A1EHA0H000	207101285L	ART'S THEATER
RTU 2	TRANE	YSC060A1EMA1R000	5151013571	ART'S THEATER
RTU 3	TRANE	YSC048A1EMA0Z000	303100295L	ART'S THEATER
RTU 4	TRANE	YCC036F1M0BF	N303YEL1H	ART'S THEATER
RTU 5	TRANE	2YCE3060A1096	6294X2K9H	ART'S THEATER

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ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND 1	CARRIER	2TT3060A1000AA	7191M3T2F	FIRE STATION 1
COND 2	TRANE	TTA090A300DA	R474SE6AH	FIRE STATION 1
COND 3	TRANE	2TTB3042A1000A	6234W7H4F	FIRE STATION 1
COND 4	TRANE	2TTA0072A3000AA	2501PM12F	FIRE STATION 1
AHU 1	TRANE	TUD100C972K2	3162KOM1G	FIRE STATION 1
AHU 2	TRANE	TUD1B080 W/2TXCB048		FIRE STATION 1
AHU 3A	TRANE	TUD1C100A960A		FIRE STATION 1
AHU 3B	TRANE	W/2TXCC060AC3HCA		FIRE STATION 1
AHU 4	TRANE	TUD100C972K2	3162KDM1G	FIRE STATION 1

ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND 1	TRANE	2TTB3060		FIRE STATION 2
COND 2	TRANE	2TTB3060		FIRE STATION 2
AHU 1	CARRIER	58PAV111-20	3396A11750	FIRE STATION 2
AHU 2	CARRIER	58PAV111-20	3996A10516	FIRE STATION 2

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	CARRIER	48ESA2406030TP	2514C12966	FIRE STATION 3
RTU 2	CARRIER	48GS04090501	1400G10081	FIRE STATION 3
RTU 3	CARRIER	48TJE007521BA	1000G21495	FIRE STATION 3

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	TRANE	WSC060A1RAAOVO10100000300	245101532C	SENIOR CENTER
RTU 2	TRANE	WSC060E1R0A0	1034118456	SENIOR CENTER
RTU 3	RHEEM	RJKA086JK	5568F169812838	SENIOR CENTER
RTU 4	CARRIER	50EZ-A3630TP	1213C23661	SENIOR CENTER
RTU 5	TRANE	TCS060A1EA0A1300000000	3331025896	SENIOR CENTER
COND 1	TRANE	TWR060D100A2	2353Y461F	SENIOR CENTER
COND 2	TRANE	TWR060D100A2	2353RDJ1F	SENIOR CENTER
COND 3	CARRIER	2TWB3042A1000PA	62112F84F	SENIOR CENTER
COND 6	TRANE	TWR042C100B3	2393NDWRF	SENIOR CENTER
COND 7	TRANE	2TTB3042A1000A	2393NCB4F	SENIOR CENTER
AHU 1	TRANE	2TEC3F60A1000A	63124WF2	SENIOR CENTER
AHU 2	TRANE	TWE042C140C0	3505NFJ1V	SENIOR CENTER
AHU 3	TRANE	TWE042C140C0	5353NGD1V	SENIOR CENTER
AHU 4	TRANE	2TEC3F60A1000A		SENIOR CENTER
AHU 5	TRANE	W/BAYHTR1415BRKB		SENIOR CENTER
AHU 6	TRANE	2TEC3F42A1000A		SENIOR CENTER
AHU 7	TRANE	W/BAYHTR1415BRKB		SENIOR CENTER

Advantage Services

ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND 1	TRANE	2TTA2048A3000AA	2514M5H3F	BEDFORD SPLASH
COND 2	TRANE	2TTA2036A3000AA	2155UH93F	BEDFORD SPLASH
COND 3	TRANE	2TTR2024A1000AA	3134WHF4F	BEDFORD SPLASH
AHU 1	TRANE			BEDFORD SPLASH
AHU 2	TRANE			BEDFORD SPLASH
AHU 3	TRANE			BEDFORD SPLASH

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	TRANE	YCD301C3LOC	6191008620	BOYS RANCH BB
RTU 2	TRANE	YCH301C3LOLA	6191008098	BOYS RANCH BB
RTU 3	AMERICAN STANDARD	YCC060F3MOBH	2494I602H	BOYS RANCH BB
RTU 1	CARRIER	48TJD006-601BA	1399G20123	BOYS RANCH
RTU 2	CARRIER	48TJD005-601GA	1099G20800	BOYS RANCH
RTU 3	CARRIER	48TJE004-611GA	099G20529	BOYS RANCH
RTU 4	CARRIER	48TJD006-601BA	0899G20759	BOYS RANCH
RTU 5	CARRIER	48TJD006-601BA	1099G220980	BOYS RANCH
RTU 6	CARRIER	48TJD008-621BA	1099G30072	BOYS RANCH
RTU 7	CARRIER	48TJD006-601BA	1099G220981	BOYS RANCH
RTU 8	CARRIER	48TCDA06A2A6A0A0A0	4015C84362	BOYS RANCH
COND 1	CARRIER	38CKC024330	0899E18386	BOYS RANCH
AHU 1	CARRIER	58PAV045-08	0599A05542	BOYS RANCH
BOILER 1	AO SMITH	HW200M942	942C9949325	BOYS RANCH

ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND 1	TRANE	2TTB2060A1000AA	5112P8J3F	ANIMAL SHELTER
COND 2	TRANE	2TTB3024-2TEC3F48		ANIMAL SHELTER
COND 3	TRANE	2TTB3024-2TEC3F24		ANIMAL SHELTER
PTAC 1	AMANA	PTH093A35AB	0004128831	ANIMAL SHELTER
PTAC 2	AMANA	PTH093A35AC	9705142175	ANIMAL SHELTER
PTAC 3	AMANA	PTH093A35AC	0004128832	ANIMAL SHELTER
AHU 1	TRANE	TXC061C5HPC0	5164RB15G	ANIMAL SHELTER
AHU 2	TRANE			ANIMAL SHELTER
AHU 3	TRANE			ANIMAL SHELTER

Advantage Services

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	TRANE	YH060A1ECA12000	241007771	CITY HALL BLDG A
RTU 2	TRANE	TCC024F100BG	Z256J2N2H	CITY HALL BLDG A
RTU 3	TRANE	YCD030		CITY HALL BLDG A
RTU 4	TRANE	YH060A1EMA12000	247100894L	CITY HALL BLDG A
AHU 1	TRANE	MCCB030VA0D0UA	K02K65889A	CITY HALL BLDG A
AHU 2	YORK	CS-50-FCLP-Y		CITY HALL BLDG A
AHU 3				CITY HALL BLDG A
CHILLER 1	TRANE	RTAA080	U06E08018	CITY HALL BLDG A
BOILER 1	RAY-PAC		211202220	CITY HALL BLDG A
BOILER 2	RAY-PAC		211202219	CITY HALL BLDG A
PUMP 1	AO SMITH	7850121-01-0	BX07	CITY HALL BLDG A
HW PUMP 2	BELL & GOSSETT		Cn9314-01 120	CITY HALL BLDG A
HW PUMP 1	BELL & GOSSETT		CN9314-02 L20	CITY HALL BLDG A
CW PUMP 1	BELL & GOSSETT		CN7249-02 K20	CITY HALL BLDG A

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	TRANE	TSC048A3EGA0XD2000	3021008521	CITY HALL BLDG B
RTU 2	TRANE	50TJ008521	4698G30386	CITY HALL BLDG B
RTU 3	CARRIER	TCD150C1000AA		CITY HALL BLDG B
RTU 4	CARRIER	TCD0743000C	P2111021680	CITY HALL BLDG B
COND 1	TRANE	2TTR036A1000AA	43236ME3F	CITY HALL BLDG B
AHU 1	TRANE	2TEC3F36A1000AA	6293KL91V	CITY HALL BLDG B

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	YORK	HZDB036S25A	WFLM06Z911	LEC
RTU 2	YORK	HZDB048S25A	EHGM335784	LEC
AHU 1	YORK	AP800	CKGMD1438C	LEC
AHU 2	YORK	AP250	CKGM01453C	LEC
CHILLER 1	TRANE	RTAC1704UP0NUAFNL1TY1TDNRN0FN10CN0EX N	U06H09621	LEC
BOILER 1	BRYAN	CL27OWG1	83034	LEC
R PUMP 1	TACO	563CKHZR7056	HWRPJ	LEC
R PUMP 2	TACO	563CKHZR7056	HWRPA	LEC
HW PUMP 1	TACO	MZ513T	37F5994723H1	LEC
HW PUMP 2	TACO	MZ513T	37F5994723H2	LEC
CW PUMP 1	TACO	MZ513T	37F5994723H3	LEC
CW PUMP 2	TACO	MZ513T	37F5994723H4	LEC

Advantage Services

ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND 1	TRANE	4A7B3036D1000	11075WT53F	SERVICE CENTER
COND 2	TRANE	2TTB3030A1000A	61836355F	SERVICE CENTER
COND 3	TRANE	2TTB3048A1000A	6103RH44F	SERVICE CENTER
COND 4	TRANE	2TTB3030A1000A	618270B5F	SERVICE CENTER
COND 5	TRANE	4ATB3048P1000	11153PDW5F	SERVICE CENTER
COND 6	TRANE	2TTR1024A1000AA	24435095F	SERVICE CENTER
COND 7	TRANE	2TTA0072A3000AA	34345FE2F	SERVICE CENTER
FURN 1	TRANE	TXC065S3HPC0	3375LJN5G	SERVICE CENTER
FURN 2	TRANE	TXC035S3HPC0	34931UK5G	SERVICE CENTER
FURN 3	TRANE	TXC036C4HPC0	Z152L3X2G	SERVICE CENTER
FURN 4	TRANE	TUD1B080A9481A		SERVICE CENTER
FURN 5	TRANE	W2TSCCB048AC3HCA		SERVICE CENTER
FURN 6	TRANE	TUD1B080A9361AW/2TXCB036		SERVICE CENTER
FURN 7	TRANE	TUD1B080A9361AW/2TXCB036		SERVICE CENTER

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	CARRIER			MAINTENANCE BLDG
COND 1	PAYNE			MAINTENANCE BLDG
AHU 1	PAYNE			MAINTENANCE BLDG

3.4 Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Sales Account Representative, Jeff Grindstaff, manages the overall strategic service plan based upon your current and future service requirements.

Service Account Engineer, Benjamin Levesque, is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Primary Service Mechanic, Heath Robertson, is responsible for performing the ongoing service of your system.

Service Operations Manager, Geoffrey Robbins, is responsible for managing the delivery of your entire support program and service requirements.

Service Coordinator, Dedra Specs, is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

4 Siemens Industry, Inc.

4.1 Signature Page and Investment By and Between:

Siemens Industry Inc.
8600 N Royal Lane, Suite 100
Irving, TX 75063

City of Bedford

Branch Phone: (972) 751-5225

Services shall be provided at: 2401 East Lamar Boulevard, Arlington, TX 76006.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 06/15/2016 and the attached terms and conditions.

Duration: This agreement shall remain in effect for an Initial Term of 1 Years beginning 10/1/2016 and from year to year thereafter.

Investments:

Year 1	10/01/2016 to 9/31/2017	\$ 70,115.00 Annually	\$ 5,842.92 Paid Monthly
Year 2	10/01/2017 to 9/31/2018	\$ 72,218.00 Annually	\$ 6,018.17 Paid Monthly
Year 3	10/01/2018 to 9/31/2019	\$ 74,385.00 Annually	\$ 6,198.75 Paid Monthly
Year 4	10/01/2019 to 9/31/2020	\$ 76,616.00 Annually	\$ 6,384.67 Paid Monthly
Year 5	10/01/2020 to 9/31/2021	\$ 78,915.00 Annually	\$ 6,576.25 Paid Monthly

Applicable sales taxes are not included in the price of this proposal. Prices quoted in this proposal are firm for 30 days.

Proposal accepted by:

Proposal submitted by:
Jeff Grindstaff

Siemens Industry, Inc.

Signature Date

Signature Date

P.O.# _____

Signing Manager Name

- Customer purchase order included as an attachment to this agreement and will be referenced on invoices.

Signing Manager Title

Or

- Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

Signature Date

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control. BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

4.2 Terms And Conditions

SERVICE TERMS AND CONDITIONS (REV. 10/09)

Article 1: General

1.1 (a) This Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") to be provided by SIEMENS and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and SIEMENS may grant a security interest in the proceeds to be paid to SIEMENS under this Agreement; assign proceeds of the Agreement; and/or use subcontractors in performance of the Services. The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of SIEMENS and Customer and signed by duly authorized officers or managers of SIEMENS and Customer.

(b) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

(c) Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

1.3 After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods beginning on the anniversary date of the Initial Term unless stated otherwise in the Agreement.

1.4 Either party may terminate or amend this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.5 If, during or within 90 days after the term of this Agreement, Customer engages any SIEMENS employee who has performed work under this or any other agreement between Customer and SIEMENS, Customer shall pay SIEMENS an amount equal to the employee's latest annual salary.

Article 2: Covered Equipment

2.1 "Covered equipment" shall mean that equipment expressly identified as System Components in this Agreement. The Customer represents that at the commencement of this Agreement all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If the fire or life safety system is included as part of the Covered Equipment does not comply with all applicable codes or if removal of any Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take corrective action, then SIEMENS may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by SIEMENS, in accordance with applicable law and the requirements of then current National Fire Protection Association ("NFPA") guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds SIEMENS harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than SIEMENS or a person authorized by it, Customer shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

Article 3: Services by SIEMENS

3.1 SIEMENS shall only perform the Services identified in this Agreement.

3.2 SIEMENS shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or recommissioning that SIEMENS reasonably deems necessary; (b) notify SIEMENS of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events SIEMENS may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.3 Any repairs and replacements of Covered Equipment as may be expressly

included in the Services are limited to restoring the proper working condition of such Covered Equipment. SIEMENS will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of Customer.

3.4 Unless agreed otherwise, Services do not include and SIEMENS is not responsible for (a); (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by SIEMENS; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; or (g) the removal or reinstallation of replacement valves, dampers, waterflow switches, venting or draining systems. SIEMENS is not responsible for services performed on any Covered Equipment other than by SIEMENS or its agents.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 SIEMENS shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.7 SIEMENS is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.8 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("Instruments") and shall remain SIEMENS property. Siemens conveys no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SIEMENS; and, in addition to any other rights SIEMENS may have, Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

3.9 Customer acknowledges that SIEMENS in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

3.10 Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by SIEMENS, the documents prepared for the Customer will represent SIEMENS' best judgment based on SIEMENS' experience and the information reasonably available to SIEMENS at the time that the Services are performed. Customer acknowledges that SIEMENS does not control: (a) the costs of labor, materials, equipment or services furnished by others; (b) overall market conditions; or, (c) contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by SIEMENS as part of the Services provided hereunder.

3.11 Where Services include EMC, SIEMENS will have a disaster recovery plan and a disaster contingency plan.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to SIEMENS, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and SIEMENS will, in its reasonable discretion, act accordingly;

(b) Provide or arrange without cost all reasonable provisions, means and access for SIEMENS to any site and the equipment where Services are to be performed;

(c) Permit SIEMENS to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;

Siemens Industry, Inc., Building Technologies Division

Service Only 2009

- (d) Furnish SIEMENS with all available information pertinent to the Services;
- (e) Obtain and furnish to SIEMENS all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those SIEMENS has expressly agreed in writing to obtain;
- (f) Maintain the Services site in a safe condition; notify SIEMENS promptly of any site conditions requiring special care; and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;
- (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices SIEMENS has expressly agreed in this Agreement to give;
- (h) Provide SIEMENS with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;
- (i) Furnish to SIEMENS any contingency plans related to the site;
- (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;
- (k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,
- (l) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

4.2 Customer acknowledges that the technical and pricing information herein is proprietary to SIEMENS and agrees not to disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, SIEMENS is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing such issues, in the event SIEMENS does make observations, reports, suggestions or otherwise regarding such issues, SIEMENS shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until SIEMENS notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). SIEMENS shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the system or Covered Equipment any device that interferes with the Services or the proper operation of the system or Covered Equipment.

Article 5: Compensation

5.1 Annual Fee(s) shall be adjusted for each year after the final year of the Initial Term pursuant to the agreed Price Adjustment hereto and incorporated herein. Unless otherwise agreed in writing, this Agreement is not cancelable and the annual fee is not refundable except as provided herein.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during SIEMENS' normal working hours; and (c) Service performed on equipment not covered by this Agreement.

5.3 SIEMENS shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the Start Date and annually thereafter on the anniversary of such Start Date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with SIEMENS, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer agrees to pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue

amount under this Agreement. Customer shall reimburse SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to SIEMENS.

5.4 Except to the extent expressly agreed in this Agreement, SIEMENS' fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All items, 1982- 1984=100 ("CPI-U"). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside SIEMENS' reasonable control (such as changes of law) may develop which require SIEMENS to expend additional costs, effort or time to complete the Services, in which case SIEMENS shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, SIEMENS shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SIEMENS shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs SIEMENS incurs due to such circumstances.

Article 7: Warranties; Disclaimers; Limitation of Liability

7.1 Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by SIEMENS hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by SIEMENS. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty. In the event that any such re-performance fails to cure such defects, then Customer's exclusive remedy against SIEMENS for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in Section 7.5 herein.

7.2 THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST PATENT INFRINGEMENTS OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7.3 Customer hereby, for it and any parties claiming under it, releases and discharges SIEMENS from any liability arising out of all hazards covered by Customer's insurance, and all claims against SIEMENS arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

7.4 ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SIEMENS UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS VOLATILE AND SUBJECT TO FREQUENT PRICE

AND REGULATORY CHANGES THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SIEMENS DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET'S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE CONSTRUED BY THE CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SIEMENS DOES NOT PROVIDE CUSTOMER A GUARANTY OR WARRANTY OF THE RESULTS OF SIEMENS' RECOMMENDATIONS. CUSTOMER MAKES ANY AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT THE CUSTOMER'S SOLE RISK.

7.5 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THE AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and, in any event, SIEMENS' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of \$1,000 or 10% of the total compensation received by SIEMENS from Customer under this Agreement. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation under the warranty hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

7.6 It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Services, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 8: Limitations of Maintenance or Service Obligations

8.1 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. SIEMENS assumes no responsibility for any service performed on any Covered Equipment other than by SIEMENS or its agents.

8.2 SIEMENS shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials.

8.3 SIEMENS is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

8.4 SIEMENS shall not be responsible for the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, and any other permanently mounted integral pipe or air duct component. Additionally, SIEMENS shall not be responsible for any venting or draining of systems.

8.5 WHERE SERVICES INCLUDE EFFORTS BY SIEMENS TO HELP CUSTOMER TO ATTAIN REBATES AND/OR INCENTIVES FROM AVAILABLE SOURCES OR ENERGY/FUEL COST REDUCTION, CUSTOMER ACKNOWLEDGES THAT ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT MAY BE AVAILABLE TO CUSTOMER IS GRANTED BY A THIRD PARTY OUTSIDE THE CONTROL OF SIEMENS. CUSTOMER FURTHER ACKNOWLEDGES THAT WHILE SIEMENS WILL EITHER ASSIST CUSTOMER OR ENDEAVOR ITSELF TO OBTAIN ANY AND ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTION AVAILABLE, SIEMENS DOES NOT GUARANTEE THAT IT WILL OBTAIN OR APPLY FOR ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST

REDUCTIONS THAT MAY BE AVAILABLE TO CUSTOMER. FURTHER, CUSTOMER HEREBY RELEASES SIEMENS FROM ANY AND ALL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING FROM SIEMENS' FAILURE TO OBTAIN OR APPLY FOR ANY REBATE/ INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT COULD IN ANY WAY BE OBTAINED BY CUSTOMER.

Article 9: Hazardous Materials Provisions

9.1 The Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's Sites where the Services are performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by SIEMENS before its obligations hereunder shall continue.

9.2 Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and Oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, SIEMENS shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, SIEMENS shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

9.3 Customer warrants that, prior to the execution of this Agreement, it shall notify SIEMENS in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDSs or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

9.4 Customer shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

Article 10: Import / Export Indemnity

10.1 Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Covered Equipment or Services provided under the Contract, including any export license requirements. Customer agrees that such Covered Equipment or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 11: Small Business Concern

11.1 SIEMENS shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

Appendix A. Discounted Labor & Material Pricing

Siemens Industry, Inc.

Rates effective from January 1, 2016 through December 31, 2016

<u>Standard Labor Rates:</u>	*Straight Time (M-F 8 AM to 5 PM) excl. Holidays	**Regular Overtime (M-F 5 PM to 8 AM, & Sat)	***Sunday & Holiday
Automation Specialist	\$175.00 Plus \$60.00 vehicle charge	\$262.50 Plus \$60.00 vehicle charge	\$350.00 Plus \$60.00 vehicle charge
Fire Alarm/Security Specialist	\$165.00 Plus \$60.00 vehicle charge	\$247.50 Plus \$60.00 vehicle charge	\$330.00 Plus \$60.00 vehicle charge
Electrical Power Technician	\$160.00 Plus \$60.00 vehicle charge	\$240.00 Plus \$60.00 vehicle charge	\$320.00 Plus \$60.00 vehicle charge
Engineer	\$190.00 Plus \$60.00 vehicle charge	\$285.00 Plus \$60.00 vehicle charge	\$380.00 Plus \$60.00 vehicle charge
Chiller Mechanic	\$130.00 Plus \$60.00 vehicle charge	\$195.00 Plus \$60.00 vehicle charge	\$260.00 Plus \$60.00 vehicle charge
HVAC Mechanic	\$120.00 Plus \$60.00 vehicle charge	\$180.00 Plus \$60.00 vehicle charge	\$240.00 Plus \$60.00 vehicle charge
Electrical Installer	\$88.00 Plus \$60.00 vehicle charge	\$132.00 Plus \$60.00 vehicle charge	\$176.00 Plus \$60.00 vehicle charge

As a Service Agreement customer with an active Advantage Services Agreement, you will receive the benefit of discounted labor rates matching your agreement coverage for Automation, Fire Alarm, Security, or Mechanical Services.

<u>Service Agreement Rates:</u>	*Straight Time (M-F 8 AM to 5 PM) excl. Holidays	**Regular Overtime (M-F 5 PM to 8 AM, & Sat)	***Sunday & Holiday
Automation Specialist	\$130.00 Plus \$60.00 vehicle charge	\$195.00 Plus \$60.00 vehicle charge	\$260.00 Plus \$60.00 vehicle charge
Fire Alarm/Security Specialist	\$125.00 Plus \$60.00 vehicle charge	\$187.50 Plus \$60.00 vehicle charge	\$250.00 Plus \$60.00 vehicle charge
Electrical Power Technician	\$135.00 Plus \$60.00 vehicle charge	\$202.50 Plus \$60.00 vehicle charge	\$270.00 Plus \$60.00 vehicle charge
Engineer	\$140.00 Plus \$60.00 vehicle charge	\$210.00 Plus \$60.00 vehicle charge	\$280.00 Plus \$60.00 vehicle charge
Mechanic	\$100.00 Plus \$60.00 vehicle charge	\$150.00 Plus \$60.00 vehicle charge	\$200.00 Plus \$60.00 vehicle charge
Electrical Installer	\$78.00 Plus \$60.00 vehicle charge	\$117.00 Plus \$60.00 vehicle charge	\$156.00 Plus \$60.00 vehicle charge

Note 1. On-line service will be billed at a two-hour minimum for all non service agreement customers.

Note 2. Service involving travel to the customer site will incur a **four-hour minimum** labor charge for non-service agreement customers, and **two-hour minimum** for those with a service agreement.

Note 3. Mileage is billable at \$0.50/mile after 60 miles one way.

Advantage Services

** Rate covers portal to portal Monday through Friday, 8:00 am to 5:00 pm

** Rate covers portal to portal Monday through Friday, 5:00 pm to 8:00 am + Saturday, 12:00 am to 11:59 pm

*** Rate covers portal to portal Sundays, New Years Eve, New years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and the Day After Christmas.

Minimum Charge: Service involving travel to the customer site will incur a two-hour minimum labor charge and \$0.60 per mile one-way vehicle charge.

Material Rates: Customers with an active Service Agreement will benefit from a discount percentage off the standard pricing for Siemens Industry, Inc. products. Customers without a Service Agreement will pay standard pricing for Siemens Industry, Inc. products.



Council Agenda Background

PRESENTER: Kenny Overstreet,
Public Works Director

DATE: 09/13/16

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Saber Development Corporation in the amount of \$224,725 for the FM 157 Water System Improvements and Renee Street Sewer System Improvements Project.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City would like to construct a water line on FM 157 to loop the water system and help attract new development in the area. Currently, a water line does not exist between the Bedford Dialysis Center and Shipley’s Donuts. A looped water system allows the water line to flow in both directions, increasing the water quality in the area. In addition, a sewer line is proposed on Renee Street in the 60’ right-of-way that would serve this same area for development for sewer services.

In 2013, City Consulting Engineer, J. Richard Perkins, P.E., designed the FM 157 Water System Improvements and Renee Street Sewer System Improvements Project. The design was updated in 2016. On August 25, 2016, nine bids were received for this project. Saber Development Corporation submitted the lowest responsible bid in the amount of \$224,725. The highest bid submitted was \$625,750 and the average bid amount was \$341,769.

Staff recommends Saber Development Corporation for this project. Saber Development has successfully completed several projects in the City over the past 15 years. If awarded, the project will not begin until all of the work at the Bedford Dialysis Center is completed. After the Notice to Proceed is issued to the contractor, the project will take 120 days to complete. If approved, funding will be paid from the Water and Sewer 2011 Certificates of Obligation bonds.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Saber Development Corporation in the amount of \$224,725 for the FM 157 Water System Improvements and Renee Street Sewer System Improvements Project.

FISCAL IMPACT:

2011 Certificates of Obligation	\$381,312
Bid Amount	<u>\$224,725</u>
Difference	\$156,587

ATTACHMENTS:

Resolution
Bid Tabulation
Maps

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SABER DEVELOPMENT CORPORATION IN THE AMOUNT OF \$224,725 FOR THE FM 157 WATER SYSTEM IMPROVEMENTS AND RENEE STREET SEWER SYSTEM IMPROVEMENTS PROJECT.

WHEREAS, the nine sealed bids received on August 25, 2016 have been reviewed by City staff, and it is determined that the bid from the Saber Development Corporation is the lowest and most responsible bid, as determined by the criteria in the City's bid documents, and using the criteria authorized by Section 252.043 of the Texas Local Government Code; and,

WHEREAS, the City Council of Bedford, Texas has determined that providing water service by installing water lines is 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 foster economic growth.

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 in their entirety.

SECTION 2. That the City Council of the City of Bedford, Texas hereby approves the bid from Saber Development Corporation in the amount of \$224,725 for the FM 157 Water System Improvements and Renee Street Sewer System Improvements Project and authorizes the City Manager to execute all contract documents relating thereto on behalf of the City of Bedford, Texas.

SECTION 3. That, the cost of said project shall be paid from the Water and Sewer 2011 Certificates of Obligation bonds, in the amount of \$224,725.

PRESENTED AND PASSED this 13th day of September 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

FM 157 Water System Improvements and Renee Street Sewer System Improvement.

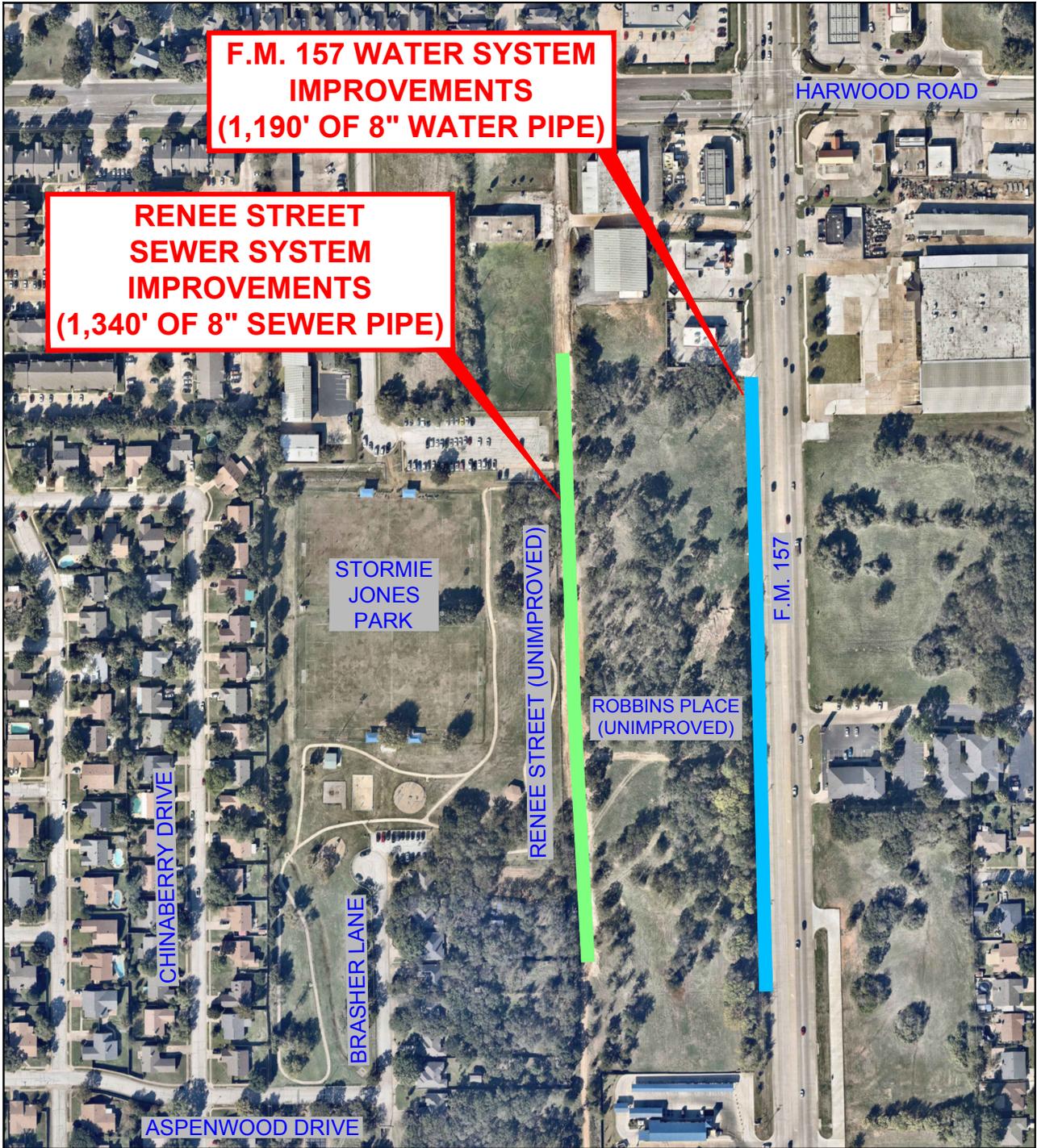
Bid Tabulation

Bid Date: Thursday, August 25, 2016

Bid Time: 2:30 p.m.

BIDDERS

	Saber Development Corporation Dallas, TX	SYB Construction Company, Inc. Irving, TX	R & D Burns Brothers Inc. Burleson, TX	Excel 4 Construction, LLC, Fort Worth, TX	Canary Construction, Inc. Lewisville, TX
TOTAL AMOUNT BID	\$224,725.00	\$266,118.00	\$270,530.00	\$302,480.00	\$311,880.00
	Reccomended Bid				
	M-CO Construction, Springtown, TX	Gra-Tex Utilities, Inc. Arlington, TX	MACVAL Associates, LLC, Dallas, TX	Adkins Brothers Equipment, Co, Inc., Midlothian, TX	Average Bid
	\$327,130.00	\$363,623.00	\$383,740.00	\$625,750.00	\$341,769.00



**F.M. 157 WATER SYSTEM
IMPROVEMENTS
(1,190' OF 8" WATER PIPE)**

**RENEE STREET
SEWER SYSTEM
IMPROVEMENTS
(1,340' OF 8" SEWER PIPE)**

STORMIE
JONES
PARK

RENEE STREET (UNIMPROVED)

ROBBINS PLACE
(UNIMPROVED)

HARWOOD ROAD

F.M. 157

CHINABERRY DRIVE

BRASHER LANE

ASPENWOOD DRIVE

**F.M. 157 WATER SYSTEM
IMPROVEMENTS
AND
RENEE STREET SEWER
SYSTEM IMPROVEMENTS
WA-16-01 AND SS-16-02**





Council Agenda Background

PRESENTER: Kenny Overstreet, Public Works Director

DATE: 09/13/16

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Turner Sign Systems in the amount of \$121,726 for the Cheek-Sparger Road and SH 121, and Fire Station #3 Monument Sign Projects.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City of Bedford would like to enhance its visual appearance by adding additional monument signs in underrepresented areas of the City. Many commuting to Bedford do not know they are in Bedford when exiting SH 121 to Cheek-Sparger Road. Adding a monument sign, replicating the ones currently located on Central Drive and Harwood Road would have a positive impact to the City. Adding a medium size message board to Fire Station #3, located at 541 Bedford Road, would lend another positive impact by advertising City functions on a monument sign that includes the "B" logo.

In May of 2015, the City awarded a contract to Turner Sign Systems in the amount of \$128,995 for the replacement of the monument signs in the medians located at Central Drive and SH 121 after the original signs were removed during highway construction. In addition, a monument sign was added in the median at Murphy Drive and the freeway and two on Harwood Road and the freeway in the medians. City staff is satisfied with the signs being built to exact standard and specifications as presented on the plans designed by the architect firm Oxley William and Tharp. The average cost of the five signs was \$25,799.

On August 25, 2016, one bid was received from Turner Sign Systems for the Cheek-Sparger Road and SH 121, and Fire Station #3 Monument Sign Projects in the amount of \$121,726. Five companies expressed interest in the project, and were given a set of plans and specifications and placed on the bidders list. Most were not willing to advance funds for 5% of the total cost or a bid bond in order to submit a bid.

The higher unit cost for the proposed sign project is due to adding an electronic message board in the amount of \$46,430. The project calls for a high quality message board made by Sunburst Designs in the color of Monochrome Red containing 14,336 LED with 10mm Centers per side. The amber color, as seen on other message board's signs in the City, is no longer manufactured. The proposed sign would be readable at all times, even during direct sunlight periods. It would come with a six year warranty for labor and parts. The message board would be controlled by a laptop computer and would not be saved in the "cloud," making it virtually hack-proof. A \$10,000 contingency fee was added to the contract for unforeseen costs associated with the project. Without the cost of the message board and the contingency fee, the cost of the signs would average out to be \$32,633, \$6,834 higher than the average cost of the previous signs.

Staff recommends Turner Sign Systems in Richland Hills for this project. They have proven to do quality work in constructing the monument signs in the City. If approved, the award amount of \$121,726 will be split, with \$33,753 from the Parks Division Budget and \$87,973 from Tourism Fund balance. In the FY 2015-2016 Budget, \$25,000 was included for the monument sign at Cheek-Sparger Road. The remaining balance for that sign will be covered by the projected surplus. The

Tourism Fund Balance is sufficient to cover this expenditure. The completion time for the project is 120 calendar days after the date specified in the Notice to Proceed.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Turner Sign Systems in the amount of \$121,726 for the Cheek-Sparger Road and SH 121, and the Fire Station #3 Monument Sign Projects.

FISCAL IMPACT:

Tourism Fund Balance:	\$87,973
Parks Division Budget:	\$33,753
Total Project Cost:	\$121,726

ATTACHMENTS:

Resolution
Map
Construction Documents

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TURNER SIGN SYSTEMS IN THE AMOUNT OF \$121,726 FOR THE CHEEK-SPARGER ROAD AND SH 121, AND THE FIRE STATION #3 MONUMENT SIGN PROJECTS.

WHEREAS, one sealed bid was received on August 25, 2016 and has been reviewed by City staff, and it is determined that the bid from the Turner Sign Systems is the lowest and most responsible bid, as determined by the criteria in the City's bid documents, and using the criteria authorized by Section 252.043 of the Texas Local Government Code; and,

WHEREAS, the City Council of Bedford, Texas has determined that providing additional monument signs will enhance the vitality and pride of the City by making it visually appealing to the citizens of Bedford, commuters and visitors in Bedford; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to provide a safe and friendly community environment.

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 in their entirety.
- SECTION 2. That the City Council of the City of Bedford, Texas hereby approves the bid from Turner Sign Systems in the amount of \$121,726 for the Cheek-Sparger and SH 121 Monument Sign and Fire Station #3 Monument Sign Projects and authorizes the City Manager to execute all contract documents relating thereto on behalf of the City of Bedford, Texas.
- SECTION 3. That funding shall be approved in the amount of \$33,753 from the General Fund and \$87,973 from the Tourism Fund, for a total cost of \$121,726.

PRESENTED AND PASSED this 13th day of September 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



CHEEK-SPARGER AND S.H. 121



FIRE STATION #3



CHEEK-SPARGER ROAD AND FIRE STATION #3 MONUMENT SIGNS



SCALE IN FEET

PA-16-01





02 AUGUST 2016

CONTRACT, SPECIFICATIONS AND OTHER DOCUMENTS, PREPARED BY GUY WILKINS THOMPSON ARCHITECTS, P.L.L.C. ARE INSTRUMENTS OF SERVICE FOR USE ONLY WITH REGARD TO THE PROJECT. THIS INCLUDES DOCUMENTS IN ELECTRONIC FORM. GUY WILKINS THOMPSON ARCHITECTS, P.L.L.C. SHALL BE DEEMED THE AUTHOR AND OWNER OF THIS PROJECT. INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RIGHTS INCLUDING BUT NOT LIMITED TO THE INSTRUMENTS OF SERVICE. SHALL NOT BE USED BY THE OWNER FOR FUTURE ADDITIONS OR ALTERATIONS TO THE PROJECT OR FOR OTHER PROJECTS, WITHOUT THE PROPER WRITTEN AGREEMENT OF GUY WILKINS THOMPSON ARCHITECTS, P.L.L.C. ANY UNAUTHORIZED USE OF THE INSTRUMENTS OF SERVICE SHALL BE WITHHOLD LIABILITY TO GUY WILKINS THOMPSON ARCHITECTS, P.L.L.C. AND ITS CONSULTANTS.



CITY OF BEDFORD FIRE STATION #3 MONUMENT SIGN

BEDFORD, TEXAS

CONSTRUCTION DOCUMENTS

2014-021

AUGUST 2016

STRUCTURAL ENGINEER
METRO STRUCTURAL CONSULTANTS
305 NE LOOP 820, SUITE 507
HURST, TX 76053
817.284.8833
PAUL LUNDSTROM, P.E.

OWT ARCHITECTS
509 PECAN ST. SUITE 100
FORT WORTH, TX 76102
817-993-9844
www.owtarchitects.com



02 AUGUST 2016

DESIGN, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY OWT WILL BE THE PROPERTY OF OWT ARCHITECTS P.L.L.C. AND INSTRUMENTS OF SERVICE FOR USE ONLY WITH RESPECT TO THIS PROJECT. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. OWT ARCHITECTS P.L.L.C. SHALL BE DEEMED THE AUTHOR AND OWNER OF THESE INSTRUMENTS OF SERVICE AND SHALL BE THE ONLY CONTACT FOR ALL PROJECTS. NO PART OF THESE INSTRUMENTS OF SERVICE SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE PRIOR WRITTEN AGREEMENT OF OWT ARCHITECTS P.L.L.C. ANY UNAUTHORIZED USE OF THE INSTRUMENTS OF SERVICE SHALL BE CONSIDERED A VIOLATION OF THE PROFESSIONAL ETHICS OF OWT ARCHITECTS P.L.L.C. AND ITS CONSULTANTS.

REVISIONS

OWT ARCHITECTS
 509 PECAN ST. SUITE 100
 FORT WORTH, TX 76102
 817.993.9944
 www.owtarchitects.com

**BEDFORD
 MONUMENT SIGNS**

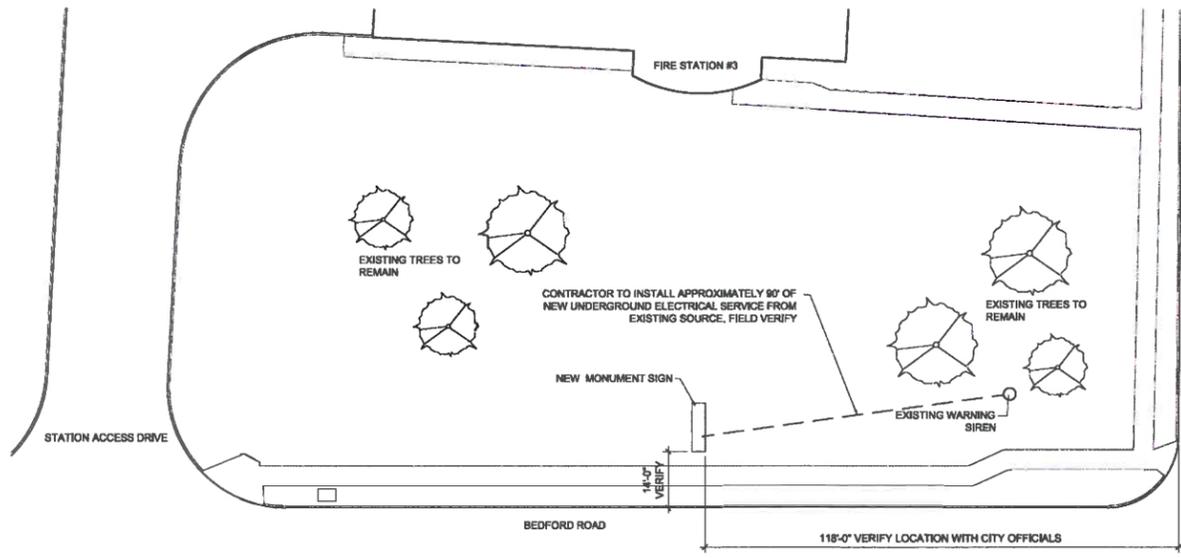
2000 FOREST RIDGE
 BEDFORD, TX 76021



OWT PROJECT NO. 2014.021.00
 FEBRUARY, 2015

**SITE PLAN-
 FIRE STATION #3**

A1.0



BEDFORD ROAD - FIRE STATION #3 | 1
 SCALE: 1" = 20'-0" | A1.0

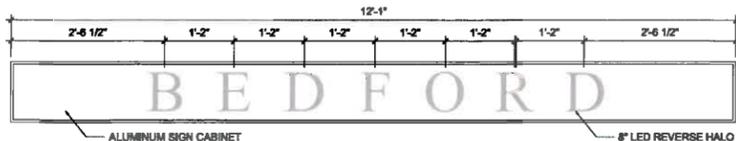


02 AUGUST 2016

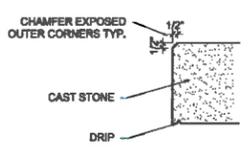
PERMITS, SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY OWT ARCHITECTS SHALL BE PART OF THE RECORD FOR THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

REVISIONS

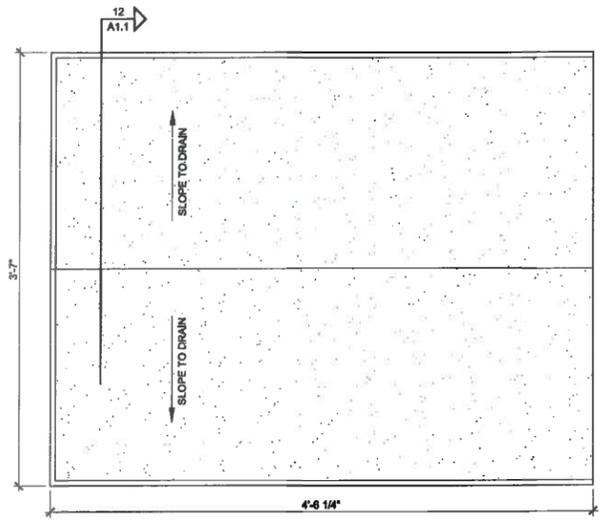
- NOTES:
- CONTRACTOR TO PROVIDE ELECTRICAL POWER TO ALL SIGNAGE.
 - BRICK MASONRY TO MATCH THE EXISTING OLD BEDFORD SCHOOL.
 - FLUID APPLIED MOISTURE BARRIER TO BE AIR-SHIELD LM BY W.R. MEADOWS OR EQUAL.



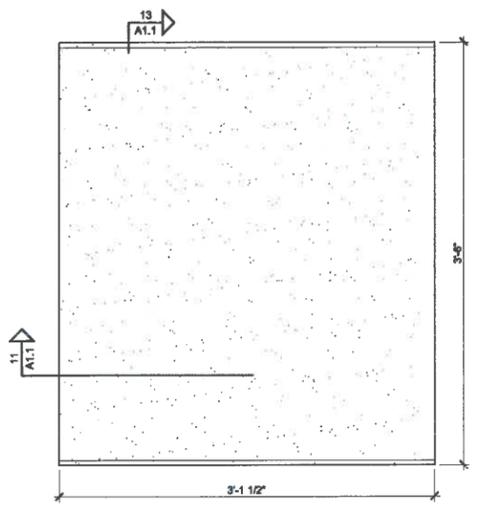
SIGNAGE DETAIL | 14
SCALE: 3/4" = 1'-0" | A1.1



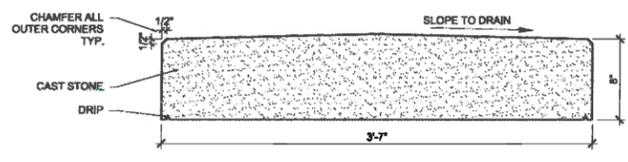
DETAIL | 13
SCALE: 1 1/2" = 1'-0" | A1.1



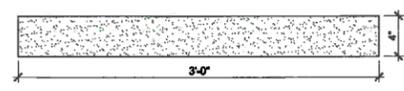
CAST STONE CAP | 10
SCALE: 1 1/2" = 1'-0" | A1.1



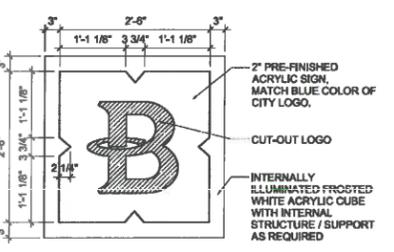
CAST STONE SILL | 9
SCALE: 1 1/2" = 1'-0" | A1.1



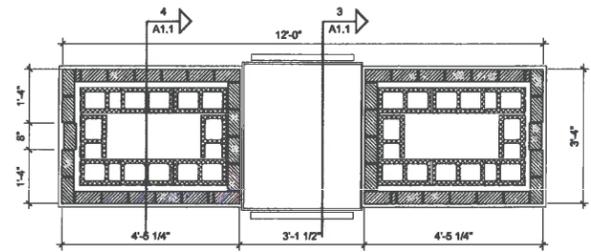
CAST STONE CAP SECTION | 12
SCALE: 1 1/2" = 1'-0" | A1.1



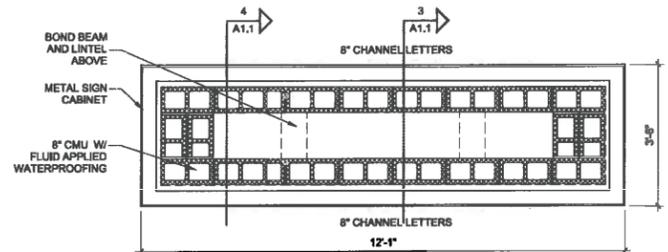
CAST STONE SILL SECTION | 11
SCALE: 3/4" = 1'-0" | A1.1



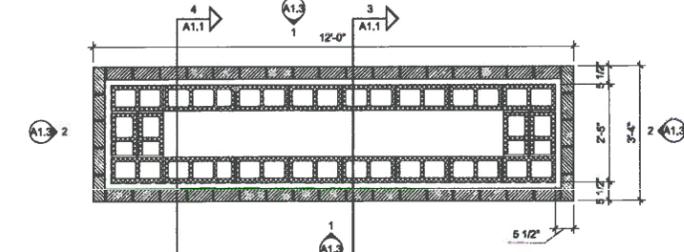
SIGNAGE DETAIL | 8
SCALE: 3/4" = 1'-0" | A1.1



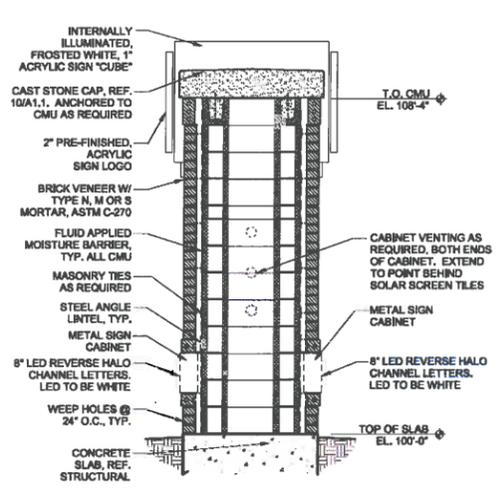
PLAN | 7
SCALE: 1/2" = 1'-0" | A1.1



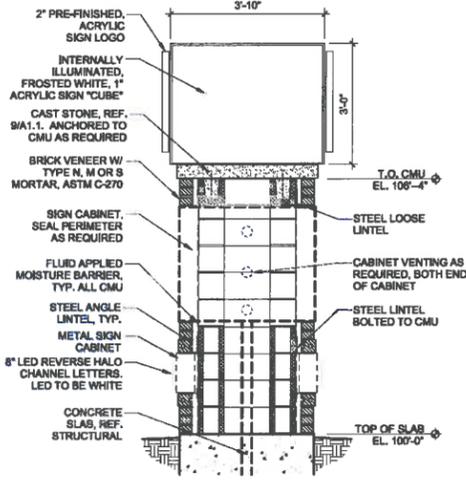
PLAN | 6
SCALE: 1/2" = 1'-0" | A1.1



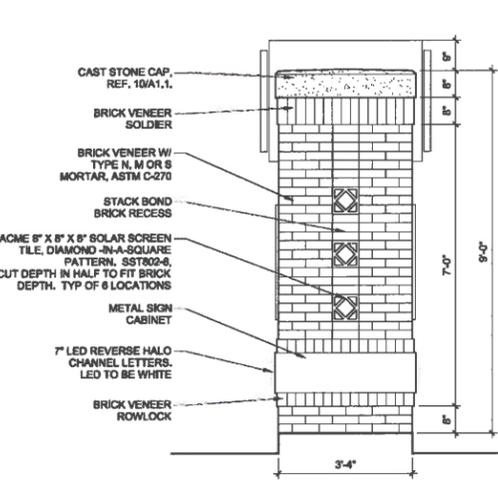
PLAN | 5
SCALE: 1/2" = 1'-0" | A1.1



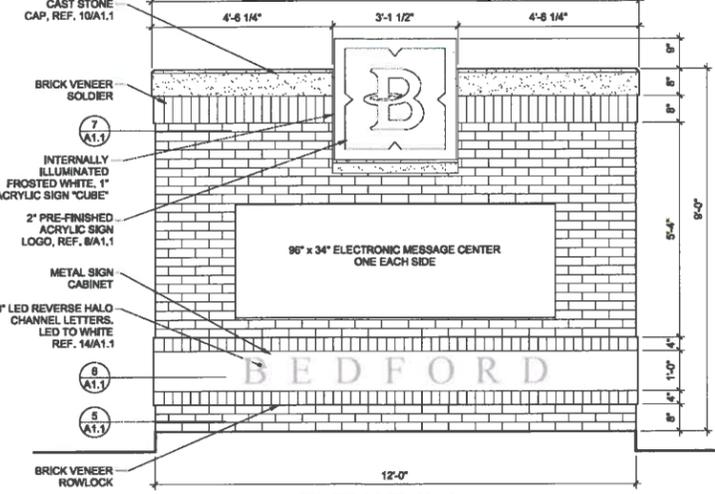
SECTION | 4
SCALE: 1/2" = 1'-0" | A1.1



SECTION | 3
SCALE: 1/2" = 1'-0" | A1.1



ELEVATION | 2
SCALE: 1/2" = 1'-0" | A1.1



ELEVATION | 1
SCALE: 1/2" = 1'-0" | A1.1

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BEDFORD MONUMENT SIGNS

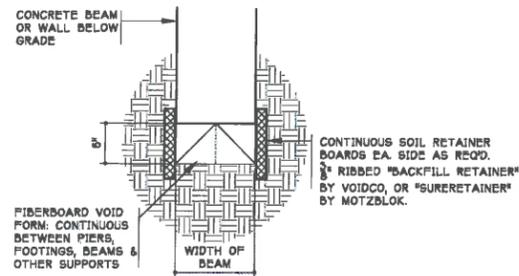
2000 FOREST RIDGE
BEDFORD, TX 76021



OWT PROJECT NO. 2014.021.00
FEBRUARY, 2015

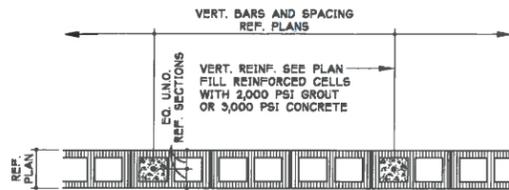
**MONUMENT SIGN
FIRE STATION #3**

A1.1



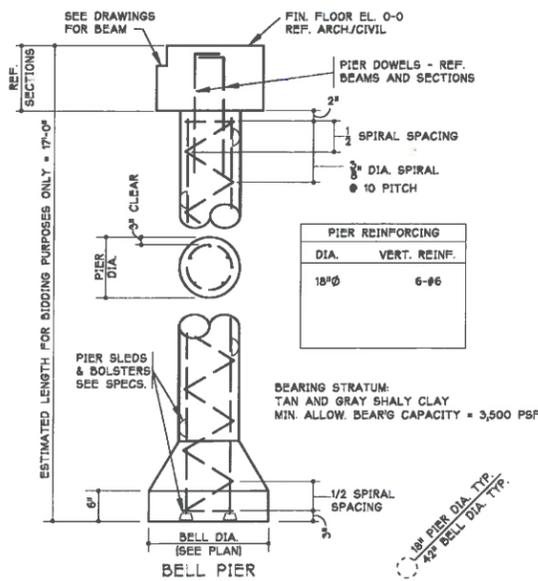
1 TYPICAL DETAIL
NO SCALE

SOFFIT VOID FORM W/
RETAINER BOARDS
BEAMS W/
EARTH EACH SIDE
027-CO14A



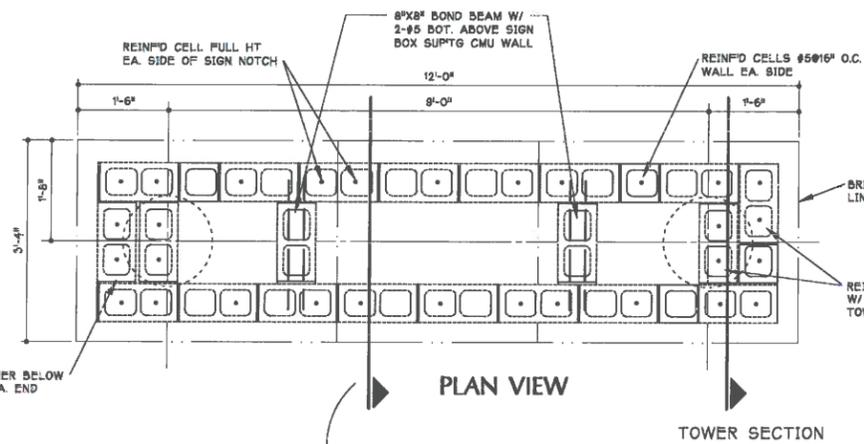
2 TYPICAL DETAIL REINFORCED MASONRY WALL
NO SCALE

- NOTE:
1. PROVIDE CLEANOUTS AT BOTTOM OF EACH REINFORCED CELL IN ACCORDANCE WITH THE SPECIFICATIONS.
 2. LAP VERTICAL REIN. #4-LAP 1'-0", #5-LAP 2'-0", #6-LAP 3'-0", #7-LAP 4'-0"
 3. PROVIDE VERT. REINFORCED & GROUT FILLED CELL EA. SIDE OF MAS. WALL CONTROL JOINT. REF. ARCH/SPECS. FOR CONTROL JOINT SPACINGS.

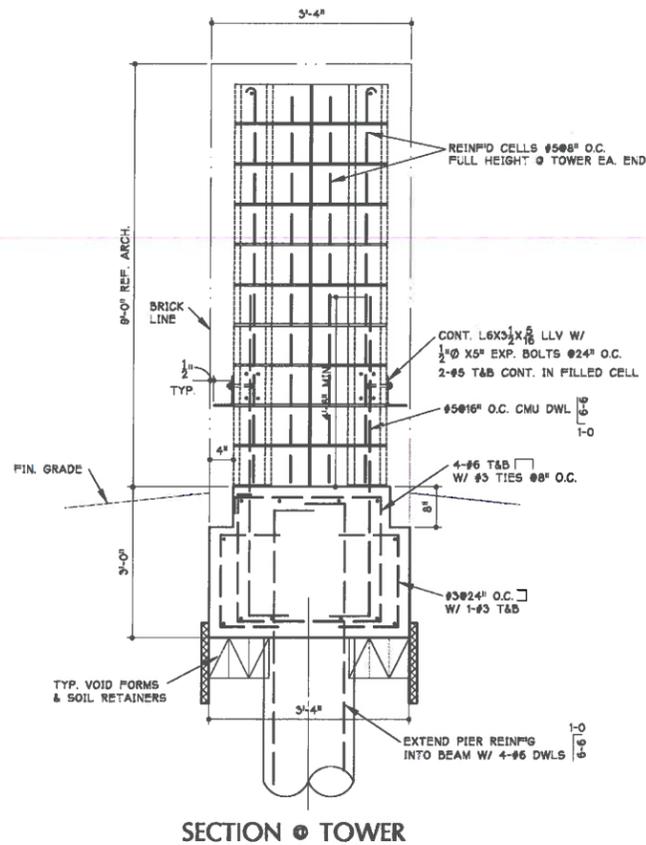


- NOTE:
1. SEE SPECIFICATIONS FOR SOIL BORINGS
 2. IF ADJACENT PIERS ARE 10'-0" C/C OR LESS, DRILL AND PLACE LARGER PIER AND ALLOW MIN. 6 HOURS BEFORE DRILLING ADJACENT PIER.

3 TYPICAL DETAIL
NO SCALE



4 SECTION MONUMENT SIGN
SCALE: 3/4"=1'-0"
MED-pier-P5



STRUCTURAL GENERAL NOTES

- I. FOUNDATION --
1. NO GEOTECHNICAL INVESTIGATION HAS BEEN PERFORMED FOR THIS SITE. BEARING STRATUM AND BEARING CAPACITIES ARE ASSUMED FOR DESIGN WITH A MINIMUM PIER DEPTH NOTED. PIER DEPTHS SHALL BE ADJUSTED AS REQUIRED TO REMAIN ABOVE WATER SOAKED SOILS AND IN A COMPETANT BEARING STRATUM. ALLOWABLE BEARING CAPACITIES SHALL BE VERIFIED BY A GEOTECHNICAL ENGINEER.
- II. CONCRETE AND REINFORCING STEEL --
1. CONCRETE SHALL BE PROPORTIONED TO MEET THE FOLLOWING REQUIREMENTS:

LOCATION	28 DAY COMPRESSIVE CYLINDER STRENGTH	MAXIMUM SLUMP	AGGREGATE TYPE	MAX. SIZE
ALL CONCRETE	3000 PSI	5 INCHES	HARDROCK	1 INCH
 2. CONCRETE MIX DESIGNS FOR 3,000 PSI CONC. SHALL SHOW THE USE OF A MINIMUM OF 5 BAGS (470 LBS) OF CEMENTITIOUS MATERIAL.
 3. UNLESS NOTED OTHERWISE, THE MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE AS FOLLOWS:
 - 3" FOR ALL CONCRETE CAST AGAINST AND IN CONTACT WITH EARTH.
 - 2" FOR SIDES AND BOTTOM OF CONCRETE BEAM, COLUMN, WALL CAST AGAINST FORMS AND IN CONTACT WITH EARTH.
 - 1 1/2" FOR CONCRETE BEAM AND COLUMN CAST AGAINST FORMS AND NOT IN CONTACT WITH EARTH.
 - 1" FOR CONCRETE SLAB AND WALL CAST AGAINST FORMS AND NOT IN CONTACT WITH EARTH.
 4. REINFORCING STEEL SHALL BE ASTM A 615 GR 60. REINFORCING SHALL BE DETAILED AND FABRICATED IN ACCORDANCE WITH THE 'DETAILS AND DETAILED OF CONCRETE REINFORCEMENT' (ACI 315). PLACING OF BARS AND BAR SUPPORTS SHALL CONFORM TO THE CRSI 'MANUAL OF STANDARD PRACTICE'.
 5. ALL EXTERIOR EXPOSED CONCRETE SHALL BE AIR-ENTRAINED. AIR CONTENT SHALL BE 5X-6X.
- IV. REINFORCED MASONRY --
1. ALL REINFORCED MASONRY SHALL CONFORM TO THE PROVISIONS OF ACI 530.1/ASCE 6 (WITH EXCEPTIONS NOTED ON THE SPECIFICATIONS). SPECIAL INSPECTION SHALL BE PROVIDED AS PRESCRIBED IN THE INTERNATIONAL BUILDING CODE.
 2. MASONRY DESIGN IS BASED UPON A MASONRY COMPRESSIVE STRENGTH OF 1500 PSI ESTABLISHED IN ACCORDANCE WITH THE UNIT STRENGTH METHOD.
 3. CONCRETE MASONRY UNITS SHALL MEET THE REQUIREMENTS OF ASTM C-90, GRADE H, TYPE 1, AND SHALL BE TESTED IN ACCORDANCE WITH ASTM C-140. NET AREA COMPRESSIVE STRENGTH SHALL BE 1900 PSI.
 4. MORTAR SHALL BE PREPARED AND MIXED BY THE PROPORTION SPECIFICATION REQUIREMENTS OF ASTM C-270 FOR TYPE 'S' MORTAR. MASONRY CEMENT SHALL NOT BE USED.
 5. GROUT SHALL BE PREPARED AND MIXED BY PROPORTIONS TO MEET THE REQUIREMENTS OF ASTM C-476 FOR COARSE GROUT.
 6. REFER TO ARCHITECTURAL LAYOUT, DRAWINGS AND SPECIFICATIONS FOR DETAILS AND EXACT DIMENSIONS OF BRICK MASONRY WORK INCLUDING RUSTICATIONS, COURSING REGLETS, WEEP HOLES, WATERPROOFING AND FLASHING.
 7. LAP VERTICAL REINFORCING IN GROUTED CELLS AND PILASTERS AS SHOWN ON PLANS.
 8. PROVIDE CORNER BARS AT INTERSECTIONS OF BOND BEAMS EQUAL IN SIZE AND NUMBER TO HORIZONTAL REINFORCING AND LAPPED 30 BAR DIAMETERS EACH WAY.
 9. BOND BEAMS SHALL BE CONSTRUCTED USING PORTLAND CEMENT CONCRETE MIX WITH A MAXIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,000 PSI.
 10. HORIZONTAL JOINT REINFORCEMENT SHALL BE FACTORY FABRICATED, TRUSS TYPE, # GAGE WIRE CONFORMING TO ASTM A152 CLASS B2.
 11. ALL CELLS CONTAINING REINFORCEMENT, BOLTS OR OTHER METAL ANCHORS SHALL BE GROUTED SOLID. ANY CELLS AT OR BELOW GRADE SHALL BE GROUTED SOLID WHETHER REINFORCED OR NOT.



REVISIONS

NO.	DESCRIPTION

BEDFORD
MONUMENT SIGNS
2000 FOREST RIDGE
BEDFORD, TX 76021

MONUMENT
FOUNDATIONS
& SECTIONS

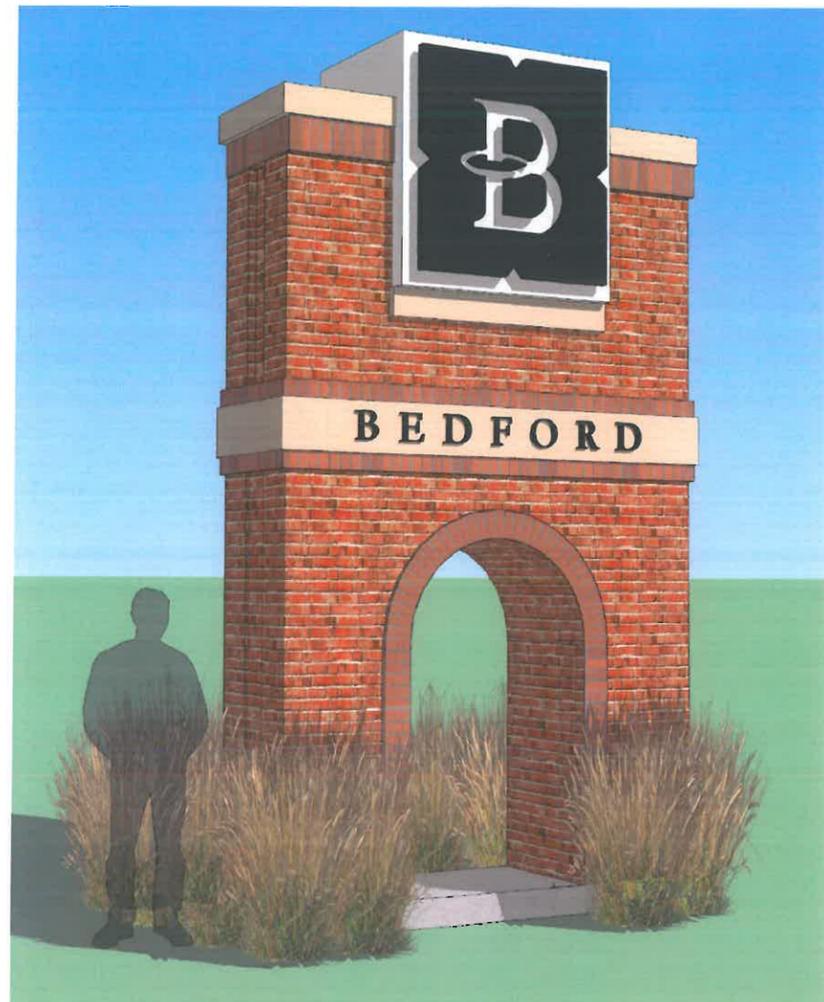
OWT PROJECT NO. 2014.021.00
AUGUST 2, 2016

S2.0

METRO STRUCTURAL CONSULTANTS
305 NE LOOP E20 SUITE 507
HOUSTON, TX 77053 (817)284-6833
MSC JOB # 16026 ENGINEER: PTL
TBP# FTRM #3488



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CITY OF BEDFORD CHEEK-SPARGER AND HWY 121 MONUMENT SIGN

BEDFORD, TEXAS

CONSTRUCTION DOCUMENTS

2014-021

AUGUST 2016

STRUCTURAL ENGINEER
METRO STRUCTURAL CONSULTANTS
305 NE LOOP 820, SUITE 507
HURST, TX 76053
817.284.8833
PAUL LUNDSTROM, P.E.

OWT ARCHITECTS
509 PECAN ST. SUITE 100
FORT WORTH, TX 76102
817-993-9844
www.owtarchitects.com



02 AUGUST 2016

EXAMINE SPECIFICATIONS AND OTHER DOCUMENTS PREPARED BY CLIENT WILLING TO BE BOUND BY THEM. THIS INCLUDES EXAMINATION OF ALL DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THESE DRAWINGS AND SPECIFICATIONS. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY INFORMATION PROVIDED BY OTHER PROFESSIONALS OR AGENCIES. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY INFORMATION PROVIDED BY OTHER PROFESSIONALS OR AGENCIES. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY INFORMATION PROVIDED BY OTHER PROFESSIONALS OR AGENCIES.

REVISIONS

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 www.owtarchitects.com

BEDFORD MONUMENT SIGNS

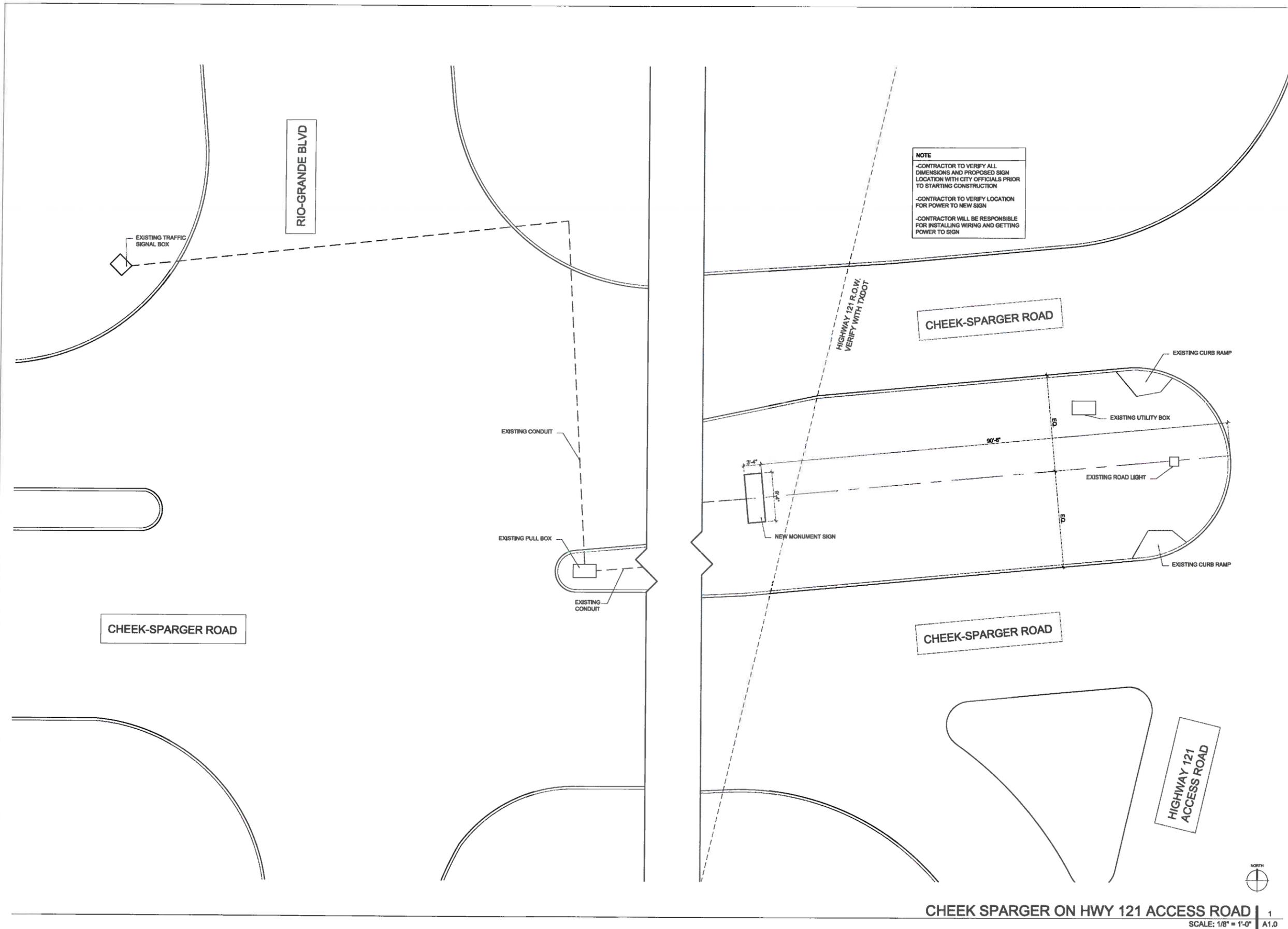
2000 FOREST RIDGE
 BEDFORD, TX 76021



OWT PROJECT NO. 2014.021.00
 FEBRUARY, 2015

**SITE PLAN-
 CHEEK-SPARGER**

A1.0



NOTE
 -CONTRACTOR TO VERIFY ALL DIMENSIONS AND PROPOSED SIGN LOCATION WITH CITY OFFICIALS PRIOR TO STARTING CONSTRUCTION
 -CONTRACTOR TO VERIFY LOCATION FOR POWER TO NEW SIGN
 -CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING WIRING AND GETTING POWER TO SIGN

HIGHWAY 121 R.O.W.
 VERIFY WITH TxDOT

CHEEK-SPARGER ROAD

CHEEK-SPARGER ROAD

RIO-GRANDE BLVD

CHEEK-SPARGER ROAD

HIGHWAY 121
 ACCESS ROAD

CHEEK SPARGER ON HWY 121 ACCESS ROAD | 1
 SCALE: 1/8" = 1'-0" | A1.0

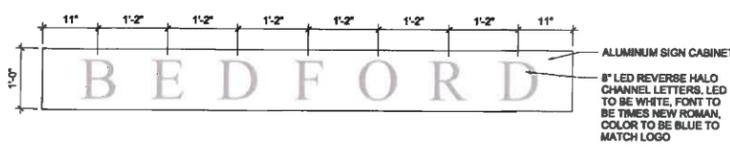


02 AUGUST 2016

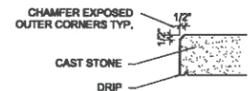
GENERAL SPECIFICATIONS AND OTHER DOCUMENTS, PROVIDED BY CLIENT, WILL BE INCORPORATED INTO THESE DRAWINGS. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE SIGNAGE. THE ARCHITECT DOES NOT WARRANT THE PERFORMANCE OF THE SIGNAGE OR THE DURABILITY OF THE SIGNAGE. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE SIGNAGE.

REVISIONS

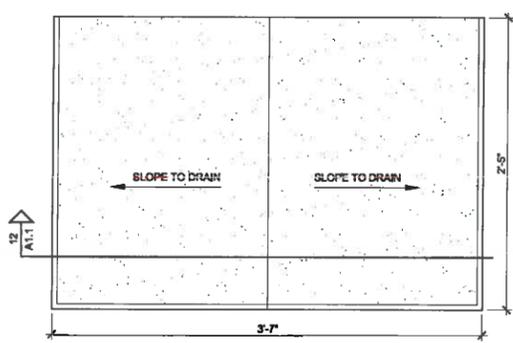
- NOTES:
1. CONTRACTOR TO PROVIDE ELECTRICAL POWER TO ALL SIGNAGE.
 2. BRICK MASONRY TO MATCH THE EXISTING OLD BEDFORD SCHOOL.
 3. FLUID APPLIED MOISTURE BARRIER TO BE AIR-SHIELD LM BY W.R. MEADOWS OR EQUAL.



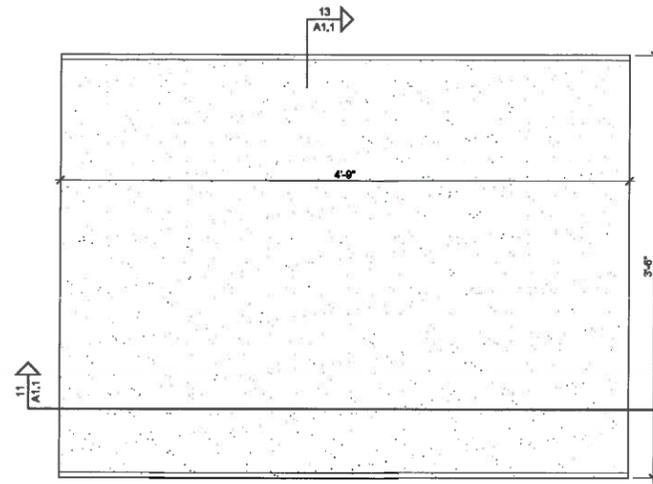
SIGNAGE DETAIL | 14
SCALE: 3/4" = 1'-0" | A1.1



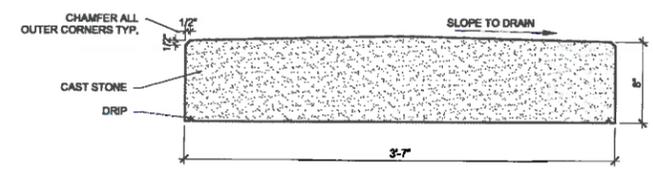
DETAIL | 13
SCALE: 1 1/2" = 1'-0" | A1.1



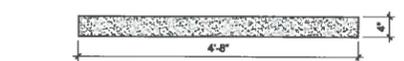
CAST STONE CAP | 10
SCALE: 1 1/2" = 1'-0" | A1.1



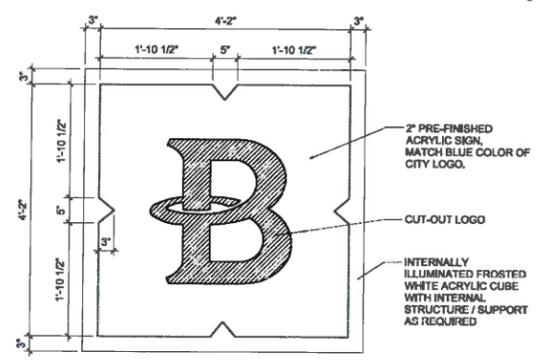
CAST STONE SILL | 9
SCALE: 1 1/2" = 1'-0" | A1.1



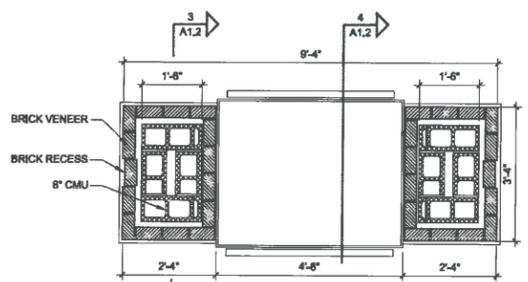
CAST STONE CAP SECTION | 12
SCALE: 1 1/2" = 1'-0" | A1.1



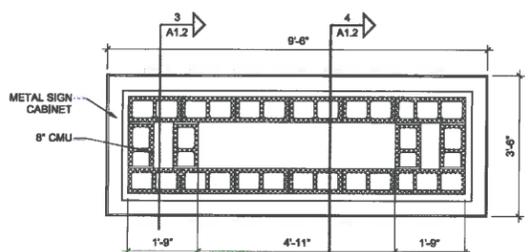
CAST STONE SILL SECTION | 11
SCALE: 3/4" = 1'-0" | A1.1



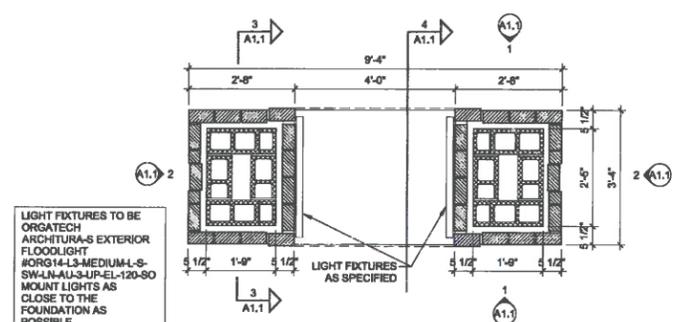
SIGNAGE DETAIL | 8
SCALE: 3/4" = 1'-0" | A1.1



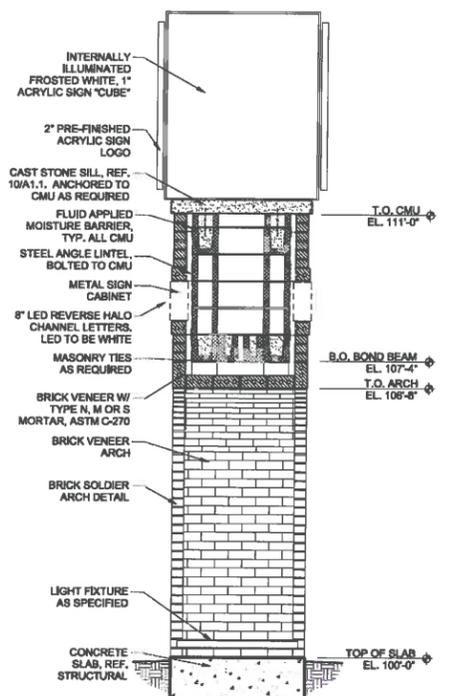
PLAN | 7
SCALE: 1/2" = 1'-0" | A1.1



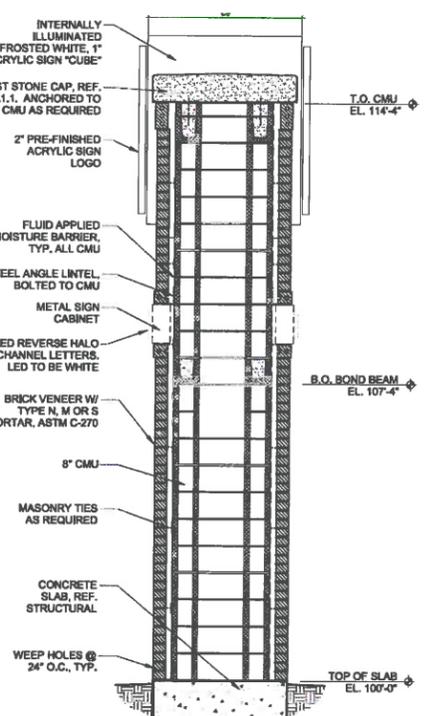
PLAN | 6
SCALE: 1/2" = 1'-0" | A1.1



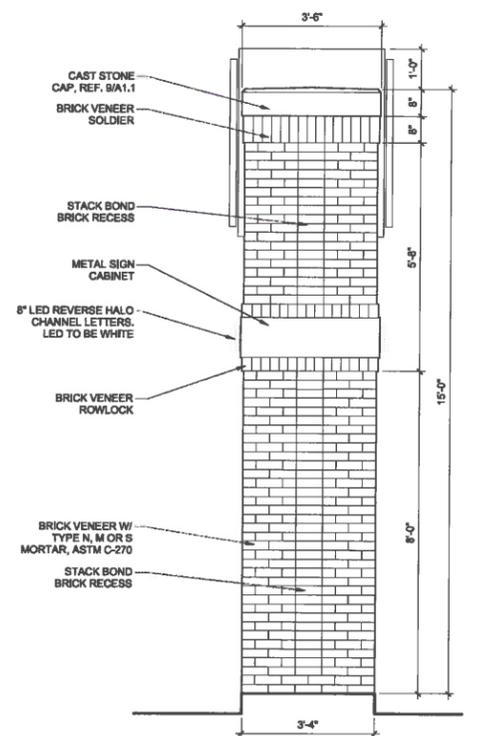
PLAN | 5
SCALE: 1/2" = 1'-0" | A1.1



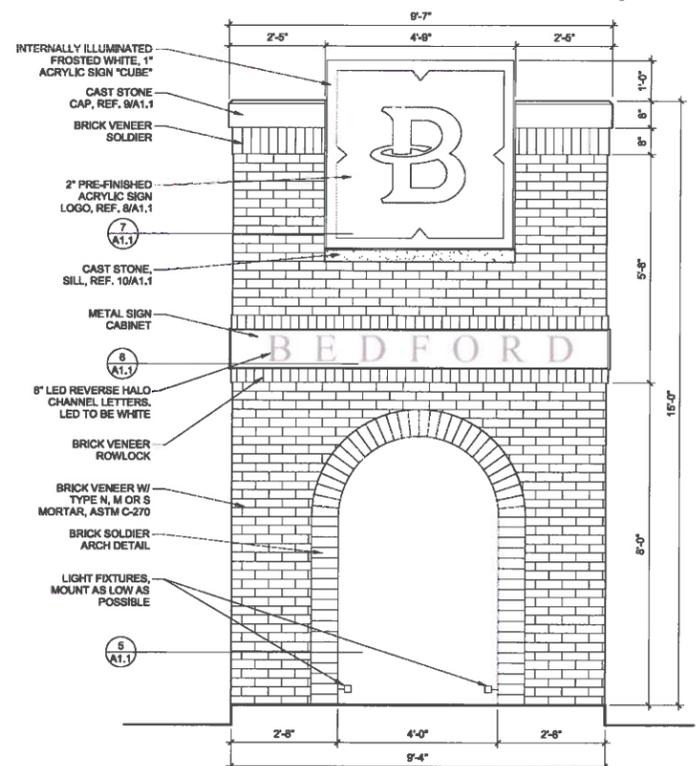
SECTION | 4
SCALE: 1/2" = 1'-0" | A1.1



SECTION | 3
SCALE: 1/2" = 1'-0" | A1.1



ELEVATION | 2
SCALE: 1/2" = 1'-0" | A1.1



ELEVATION | 1
SCALE: 1/2" = 1'-0" | A1.1

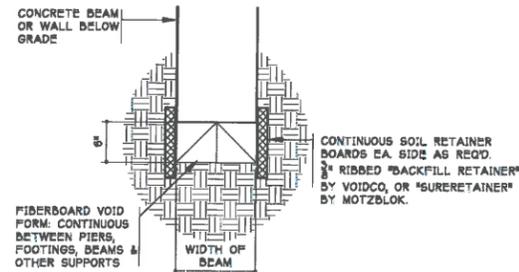
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FORT WORTH, TX 76102
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BEDFORD, TX 76021

OWT PROJECT NO. 2014.021.00
FEBRUARY, 2015

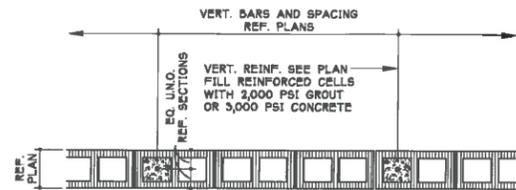
MONUMENT SIGN CHEEK-SPARGER

A1.1



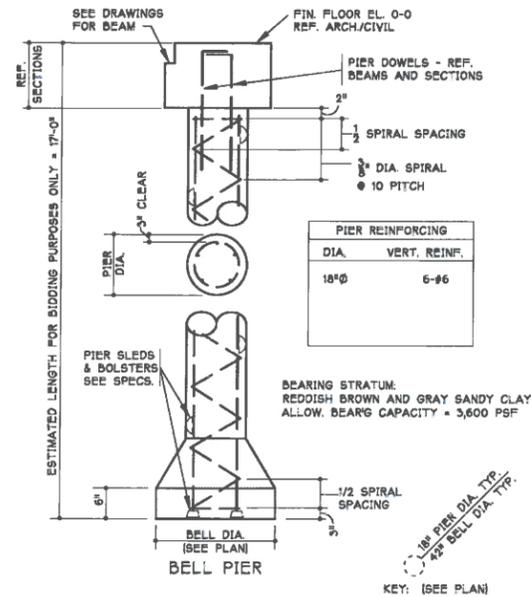
1 TYPICAL DETAIL
NO SCALE

SOFFIT VOID FORM W/ RETAINER BOARDS @ BEAMS W/ EARTH EACH SIDE
027-CON-1A



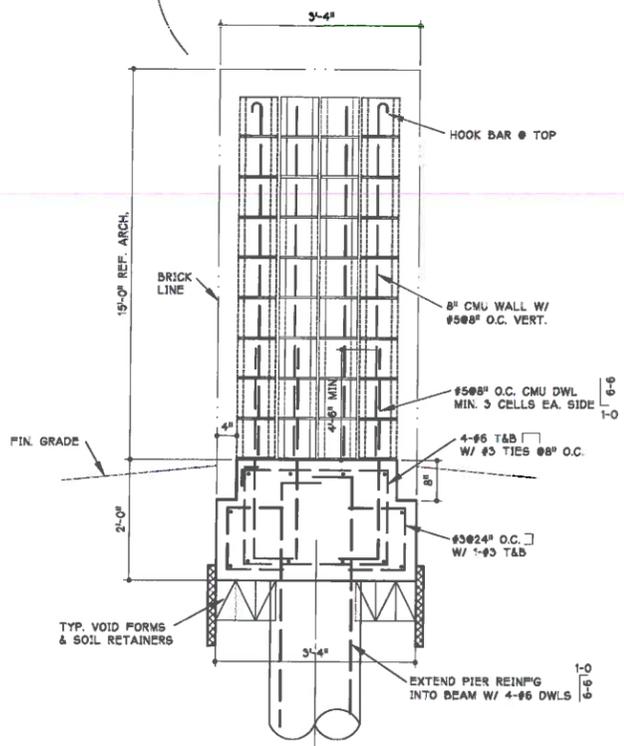
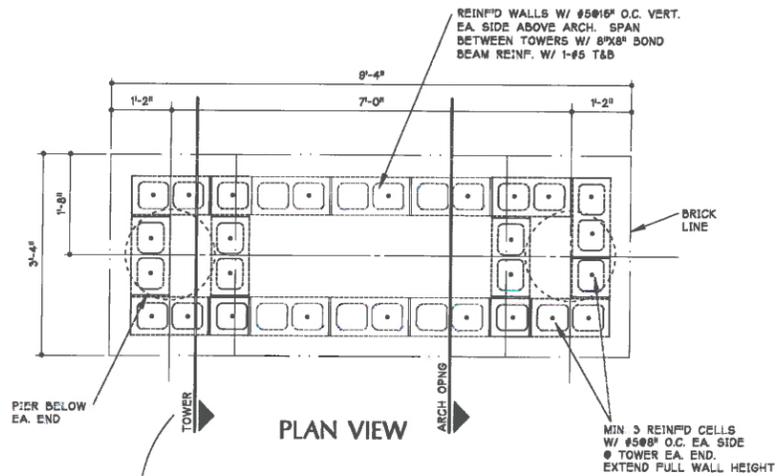
2 TYPICAL DETAIL REINFORCED MASONRY WALL
NO SCALE

- NOTE:
1. PROVIDE CLEANOUTS AT BOTTOM OF EACH REINFORCED CELL IN ACCORDANCE WITH THE SPECIFICATIONS.
 2. LAP VERTICAL REINF. #4-LAP 1'-0", #5-LAP 2'-0", #6-LAP 3'-0", #7-LAP 4'-0"
 3. PROVIDE VERT. REINFORCED & GROUT FILLED CELL EA. SIDE OF MAS. WALL CONTROL JOINT. REF. ARCH/SPECS. FOR CONTROL JOINT SPACINGS.

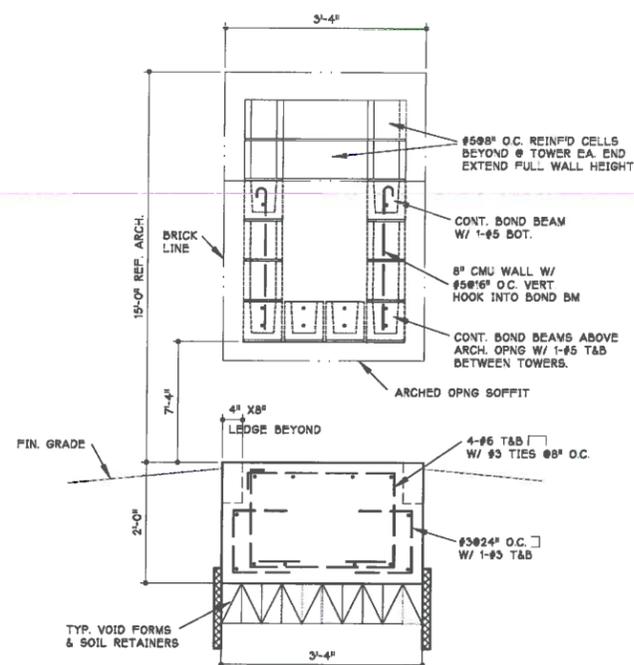


- NOTES:
1. SEE SPECIFICATIONS FOR SOIL BORINGS
 2. IF ADJACENT PIERS ARE 10'-0" C/C OR LESS, DRILL AND PLACE LARGER PIER AND ALLOW MIN. 8 HOURS BEFORE DRILLING ADJACENT PIER.

3 TYPICAL DETAIL
NO SCALE



4 SECTION @ TOWER - LARGE MONUMENT
SCALE: 3/4"=1'-0"



5 SECTION @ ARCH - LARGE MONUMENT
SCALE: 3/4"=1'-0"

STRUCTURAL GENERAL NOTES

- I. FOUNDATION - -
1. THE FOUNDATION DESIGN IS BASED ON A SUBSURFACE EXPLORATION AND REPORT BY TEAM CONSULTANTS, INC. PROJECT NO. 1620776, DATED JUNE 23, 2016 AND ADDENDUM DATED JULY 13. THE FOLLOWING REQUIREMENTS ARE A SUMMARY OF THE DESIGN RECOMMENDATIONS FROM THE GEOTECHNICAL REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING AND COMPLYING WITH THE RECOMMENDATIONS OF THE ENTIRE GEOTECHNICAL REPORT.
 2. DRILLED SHAFT AND UNDERREAMED PIERS ARE DESIGNED FOR AN ALLOWABLE BEARING PRESSURE OF 3,600 PSF FOUNDED IN THE REDDISH BROWN AND GRAY SANDY CLAY STRATUM, AND PLACED A MINIMUM OF 15' BELOW FINISHED GRADE.
 3. A GEOTECHNICAL ENGINEER SHALL VERIFY THAT SUITABLE SOILS OF THE DESIGN BEARING CAPACITY HAVE BEEN ENCOUNTERED.
 4. ALL SURFACE SOIL, VEGETATION, AND DEBRIS SHALL BE REMOVED, AND UNDERLYING SOILS REMOVED AS REQUIRED TO THE PROPER SUBGRADE ELEVATION FOR THE PERIMETER OF THE MONUMENT SIGN FOUNDATION.
 5. ALL CAST IN PLACE CONCRETE BEAMS AND WALLS SHALL BE CONSTRUCTED OVER 6" DEEP RECTANGULAR SHAPED VOID FORMS WITH CONTINUOUS SOIL RETAINERS EACH SIDE. TRAPEZOIDAL VOID FORMS SHALL NOT BE USED.
- II. CONCRETE AND REINFORCING STEEL - -
1. CONCRETE SHALL BE PROPORTIONED TO MEET THE FOLLOWING REQUIREMENTS:

28 DAY COMPRESSIVE CYLINDER STRENGTH	MAXIMUM SLUMP	AGGREGATE TYPE	MAX SIZE
3000 PSI	5 INCHES	HARDROCK	1 INCH
 2. CONCRETE MIX DESIGNS FOR 3,000 PSI CONC. SHALL SHOW THE USE OF A MINIMUM OF 5 SACKS (470 LBS) OF CEMENTITIOUS MATERIAL.
 3. UNLESS NOTED OTHERWISE, THE MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE AS FOLLOWS:

3"	FOR ALL CONCRETE CAST AGAINST AND IN CONTACT WITH EARTH.
2"	FOR SIDES AND BOTTOM OF CONCRETE BEAM, COLUMN, WALL CAST AGAINST FORMS AND IN CONTACT WITH EARTH.
1 1/2"	FOR CONCRETE BEAM AND COLUMN CAST AGAINST FORMS AND NOT IN CONTACT WITH EARTH.
1"	FOR CONCRETE SLAB AND WALL CAST AGAINST FORMS AND NOT IN CONTACT WITH EARTH.
 4. REINFORCING STEEL SHALL BE ASTM A 615 GR 60. REINFORCING SHALL BE DETAILED AND FABRICATED IN ACCORDANCE WITH THE "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT" (ACI 318). PLACING OF BARS AND BAR SUPPORTS SHALL CONFORM TO THE CRSI "MANUAL OF STANDARD PRACTICE".
 5. ALL EXTERIOR EXPOSED CONCRETE SHALL BE AIR-ENTRAINED. AIR CONTENT SHALL BE 3X-6X.
- IV. REINFORCED MASONRY - -
1. ALL REINFORCED MASONRY SHALL CONFORM TO THE PROVISIONS OF ACI 530.1/ASCE 6 (WITH EXCEPTIONS NOTED ON THE SPECIFICATIONS). SPECIAL INSPECTION SHALL BE PROVIDED AS PRESCRIBED IN THE INTERNATIONAL BUILDING CODE.
 2. MASONRY DESIGN IS BASED UPON A MASONRY COMPRESSIVE STRENGTH OF 1500 PSI ESTABLISHED IN ACCORDANCE WITH THE UNIT STRENGTH METHOD.
 3. CONCRETE MASONRY UNITS SHALL MEET THE REQUIREMENTS OF ASTM C-90, GRADE N, TYPE 1, AND SHALL BE TESTED IN ACCORDANCE WITH ASTM C-140. NET AREA COMPRESSIVE STRENGTH SHALL BE 1800 PSI.
 4. MORTAR SHALL BE PREPARED AND MIXED BY THE PROPORTION SPECIFICATION REQUIREMENTS OF ASTM C-270 FOR TYPE 'M' MORTAR. MASONRY CEMENT SHALL NOT BE USED.
 5. GROUT SHALL BE PREPARED AND MIXED BY PROPORTIONS TO MEET THE REQUIREMENTS OF ASTM C-476 FOR COARSE GROUT.
 6. REFER TO ARCHITECTURAL LAYOUT, DRAWINGS AND SPECIFICATIONS FOR DETAILS AND EXACT DIMENSIONS OF BRICK MASONRY WORK INCLUDING RUSTICATIONS, COURSING REGLES, WEEP HOLES, WATERPROOFING AND FLASHINGS.
 7. LAP VERTICAL REINFORCING IN GROUTED CELLS AND PILASTERS AS SHOWN ON PLANS.
 8. PROVIDE CORNER BARS AT INTERSECTIONS OF BOND BEAMS EQUAL IN SIZE AND NUMBER TO HORIZONTAL REINFORCING AND LAPPED 30 BAR DIAMETERS EACH WAY.
 9. BOND BEAMS SHALL BE CONSTRUCTED USING PORTLAND CEMENT CONCRETE MIX WITH A MAXIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,000 PSI.
 10. HORIZONTAL JOINT REINFORCEMENT SHALL BE FACTORY FABRICATED, TRUSS TYPE, 8 GAGE WIRE CONFORMING TO ASTM A152 CLASS B2.
 11. ALL CELLS CONTAINING REINFORCEMENT, BOLTS OR OTHER METAL ANCHORS SHALL BE GROUTED SOLID. ANY CELLS AT OR BELOW GRADE SHALL BE GROUTED SOLID WHETHER REINFORCED OR NOT.



REVISIONS

NO.	DESCRIPTION

BEDFORD
MONUMENT SIGNS

2000 FOREST RIDGE
BEDFORD, TX 76021

MONUMENT
FOUNDATIONS
& SECTIONS

OWT PROJECT NO. 2014.021.00
AUGUST 2, 2016



S1.0



Council Agenda Background

PRESENTER: Brandi West, Grants Administrator

DATE: 09/13/16

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

ITEM:

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

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

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

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

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

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

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

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

This MOU is the second of two MOUs required by the grant. The first MOU, presented in August 2015, outlined the parties, 25% funding to Tarrant County, subrecipient award amounts and other grant provisions as required by the grant. This MOU is to award the grant contract and outline the provisions contained within the award document.

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

RECOMMENDATION:

Staff recommends the following motion:

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

FISCAL IMPACT:

FY 2015 JAG Grant Funding: \$9,739

ATTACHMENTS:

Resolution
Memorandum of Understanding

RESOLUTION NO. 16-

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

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

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

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

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

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

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

PRESENTED AND PASSED this 13th day of September 2016 by a vote of ___ ayes, ___ nays and ___ abstention, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

**Memorandum of Understanding
Between the City of Fort Worth, TX and City of Bedford, TX
FY 2015 Byrne Justice Assistance Grant**

1. **PARTIES.** The parties to this Memorandum of Understanding (“MOU”) are the City of Fort Worth, Texas (“Recipient”) and City of Bedford, Texas (“Subrecipient”).
2. **AUTHORITY.** This MOU sets forth the Recipient’s and the Subrecipient’s responsibilities under the U.S. Department of Justice (“DOJ”), Bureau of Justice Assistance, Fiscal Year 2015 Byrne Justice Assistance Grant (JAG).
3. **PURPOSE.** The purpose of this MOU is to enhance the working relationship between the parties in order to facilitate effective implementation of the FY 2015 Byrne JAG, in compliance with the DOJ Program requirements. Once awarded, grant funds in the amount of \$9,739.00 shall provide for the purchase of 6 automated external defibrillators (AED) and partial funding for one additional AED for the Bedford Police Department as outlined in the Budget Narrative, attached as “Exhibit A” and incorporated by reference as part of this MOU.

4. RESPONSIBILITIES:

A. Recipient:

- 1) The Recipient is the cognizant fiscal agency of the FY 2015 Byrne JAG Funds and agrees to participate in a collaborative manner with the Subrecipient throughout the life of the grant.
- 2) After the FY 2015 Byrne JAG is awarded, the Recipient shall facilitate and manage the grant throughout the life of the grant, as required by the grant award contract.
- 3) The Fort Worth Police Department – Program Support Division – Grants and Program Management Section (PSD GPMS) will oversee the administration, procurement, and reporting of the Subrecipients’ grant-funded activities. PSD-GPMS shall review, approve, and/or request approval from DOJ for any written requests by Subrecipient to modify the terms of Exhibit A.
- 4) The Recipient shall reimburse the Subrecipient an amount not to exceed \$9,739.00 from available grant funds for approved services and expenses rendered in accordance with the terms of this MOU upon receipt of a proper and verified invoice with satisfactory program accompanying documentation of services provided. The reimbursement made to the Subrecipient shall not exceed actual costs incurred to provide the services under this MOU. Actual costs, both direct and indirect, must be reasonable and allowable as those terms are defined and explained in the Office of Management and Budget 2 CFR Chapter I, Chapter II, Part 200.

B. Subrecipient:

- 1) Participate in a collaborative effort with the Recipient in the application, administration, and implementation of the FY 2015 JAG, collaboration to last throughout the life of the grant.
- 2) Meet all requirements pertaining to administration, procurement, and reporting in connection with the FY 2015 Byrne JAG. Requirements to be met include those found in (1) the Office of Management and Budget circulars, (2) the Office of Justice Programs Financial Guidelines, (3) Exhibit A to this MOU, entitled “FY 2015 JAG Budget Narrative”, which is incorporated by reference as part of this MOU, and (4) “Exhibit B” to the MOU, entitled “Award Document” which is incorporated by reference as part of this MOU.
- 3) Maintain full documentation supporting fulfillment of the requirements set forth above. All such documentation shall be furnished to Recipient upon request if necessary for Recipient to fulfill its obligations under the FY 2015 Byrne JAG Grant. If this documentation is not maintained and furnished to Recipient on request, Recipient may exercise all remedies available under this MOU, including the right to withhold payment to Subrecipient or terminate this MOU as described herein.
- 4) Submit to the Recipient monthly performance reports regardless of level of activity. In addition, the Subrecipient shall submit program updates and other reports requested by the Recipient and DOJ in appropriate format and on a timely basis; and make available at reasonable times and for reasonable periods records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the Recipient, U.S. Department of Justice, Bureau of Justice Assistance or their authorized representatives. The monthly reports are due to the Recipient no later than the 15th calendar day of the following month. The monthly performance reports must contain the following information:
 - a) A detailed list of all projects or activities for which FY 2015 Byrne JAG funds were expended or obligated during the previous month, including:
 - (1) The name of project or activity;
 - (2) A description of project or activity; and
 - (3) An evaluation of the completion status of the project or activity.
- 5) Submit monthly Request for Reimbursement (RFR) forms and vendor report forms with an original signature by an authorized representative to Grant Specialist PSD Fort Worth Police Department, 505 West Felix Street, Fort Worth, TX 76115 no later than the 15th calendar day of the month following expenditures. Reimbursements by the Recipient will not be made until after receipt of an acceptable and approved RFR and a monthly programmatic report from the Subrecipient. Reimbursements shall be made within 30 days receipt of said documents. The monthly RFRs and Vendor Report Forms must contain the following information:
 - a. The amount of FY 2015 Byrne JAG funds that were expended to projects or activities during the previous month; and

b. The amount of FY 2015 Byrne JAG funds that were obligated during the previous month.

- 6) Submit any and all proposed changes to the attached budget to the Recipient prior to any expenditure deviation from approved budget. No expenditures inconsistent with the attached budget shall be made by Subrecipient prior to receiving written approval from Recipient. Failure to obtain pre-approval for deviations from budget may result in a denial of reimbursement.
- 7) Maintain financial, programmatic, and supporting documents, statistical records, and other records pertinent to claims submitted during the contract period for a minimum of five (5) years after the termination of the contract period, or for five (5) years after the end of the federal fiscal year in which services were provided. Such records shall be available to Recipient for investigation, examination and audits as necessary. If any litigation, claim, or audit involving these records begins before the fifth (5) year period expires, the Recipient will notify the Subrecipient of such litigation, claim or audit, and Subrecipient will be responsible for maintaining the records and documents for not less than three (3) years after the final conclusion of all litigation, claims, or audits. Litigation is considered resolved when a final order is issued, or a written agreement is entered into between the DOJ, Recipient and Subrecipient. Audits are considered concluded upon the closure of the audit covering the entire award period.

5. PERFORMANCE. Recipient will monitor and evaluate Subrecipient's performance using the goals and performance standards required in this MOU. Substandard performance as determined by Recipient, including noncompliance with any applicable regulation, will constitute noncompliance with this MOU. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified in writing by Recipient, procedures to suspend or terminate the MOU will be initiated.

6. COMPENSATION. Payment by Recipient to Subrecipient shall require completion of all Recipient forms and copies of adequate supporting documentation verifying eligibility of expenses.

Subrecipient will not commingle grant funds with any other funds in any manner that would prevent Recipient from readily identifying expenditures for the FY 2015 Byrne JAG grant.

7. SUBRECIPIENT MONITORING AND MANAGEMENT.

A. Pursuant to 2 C.F.R. Section 200.331, the following information is applicable to Subrecipient's FY 2015 Byrne JAG Award:

- (1) Federal Award Identification – 2015-DJ-BX-0699
- (2) Subrecipient's Name – City of Bedford
- (3) Subrecipient's unique entity identifier – 069-019-438
- (4) Federal Award Identification Number (FAIN) – 2015-DJ-BX-0699
- (5) Federal Award Date – 08/13/2015

- (6) Subaward Period of Performance Start and End Date -08/01/2016 – 09/30/2018
- (7) Amount of Federal Funds obligated by this action - \$518,315.00
- (8) Total Amount of Federal Funds obligated to the Subrecipient - \$9, 739.00
- (9) Federal award project description – FY15 Justice Assistance Grant Collaboration with Fort Worth, Tarrant County, Arlington, Bedford, Hurst, and North Richland Hills.
- (10) Name of Federal Awarding Agency, Pass-Through Entity – Department of Justice passed through the City of Fort Worth
- (11) CFDA Number and Name- 16.738 Edward Byrne Memorial Justice Assistance Program
- (12) Identification of whether the award is R&D- This award is not being utilized for research or development.
- (13) Indirect cost rate for the Federal award- The Subrecipient did not request reimbursement for indirect costs.

8. CERTIFICATIONS.

A. Subrecipient hereby assures and certifies that:

1. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victim of Crime Act (42 U.S.C. § 1064(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 1231-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
2. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form – LL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
4. If any funds have been paid or will be paid to purchase law enforcement equipment, the Subrecipient shall comply with Executive Order 13688 (“Federal Support for Local Law Enforcement Equipment Acquisition”). The term “law enforcement equipment” includes, but is not limited to administrative equipment such as office furniture and computers. It

also includes military and military-styled equipment, firearms, tactical vehicles, including property covered under 22 C.F.R. 121 and 15 C.F.R. Part 774.

9. POINTS OF CONTACT

A. Recipient

The primary point of contact for Recipient is Tiffany Hayes, telephone number: (817) 392-1789, email address: tiffany.hayes@fortworthtexas.gov. Monthly RFRs should be submitted, in writing, to the Fort Worth Police Department, 505 West Felix Street, Fort Worth, TX 76115, Attention: Tiffany Hayes.

Performance reports should be submitted by the Project Directors of the aforementioned FY 2015 Byrne Justice Assistance Grant programs in writing to Fort Worth Police Department, 505 West Felix Street, Fort Worth, TX 76115, Attention: Tiffany Hayes.

B. Subrecipient

The primary point of contact for Subrecipient is Brandi West, telephone number: (817) 952-2107 email address: Brandi.West@bedfordtx.gov, mailing address: 2000 Forest Ridge Drive, Bedford, Texas, 76021.

C. Recipient and Subrecipient

Before any item included in an RFR would be denied as unallowable, Recipient agrees to confer with Subrecipient to allow for clarification and explanation. Recipient agrees to memorialize in writing any oral conversations concerning this subject matter.

- 10. ENTIRETY OF UNDERSTANDING.** This MOU, including Exhibits A and B and any documents incorporated specifically herein by reference, contains the entire understanding between the parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement or other documents are hereby declared null and void to the extent they may conflict with any provision of this MOU.
- 11. IMMUNITY.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this MOU.
- 12. INDEPENDENT CONTRACTOR.** By executing this MOU, the parties agree to work together to secure grant funding for the Automated External Defibrillator (AED) and for partial funding for an Automated External Defibrillator. However, the parties to this MOU do not intend to enter into a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Recipient shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Subrecipient. Likewise, Subrecipient shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Recipient.

Neither Recipient nor Subrecipient shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, employees, or officers of the other.

13. OTHER PROVISIONS. Nothing in this MOU is intended to conflict with any current laws or regulations or with the directives of the City of Fort Worth or City of Bedford. The provisions of this MOU are severable and if for any reason a clause, sentence, paragraph or other part of this MOU shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

Any monies expended by a party under or in connection with this MOU must come from funds currently available to that party.

Subrecipient agrees that Recipient or its representatives shall, until the expiration of five (5) years after the grant period, have access to and the right to examine any directly pertinent books, documents, papers and have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Recipient shall give Subrecipient reasonable advance notice of intended audits.

14. TERM. This MOU will remain in effect until the later of (1) expiration of the grant period or (2) submission of the final report regarding the FY 2015 Byrne Justice Assistance Grant to the DOJ. Either party may terminate this MOU at any time, by providing the other party with sixty (60) days' written notice of termination.

15. MODIFICATION AND AMENDMENT. No amendment, modification, or alteration of the terms of this MOU shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

16. NOTICES. Notices required pursuant to the provisions of this MOU shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

For the City of Fort Worth:
Tiffany Hayes
Grants Specialist
City of Fort Worth Police Department
505 West Felix Street
Fort Worth, TX 76115

For the City of Bedford:
Roger Gibson, City Manager
2000 Forest Ridge
Bedford, TX 76021

17. TERMINATION. It is expressly understood and agreed by and between the parties that this MOU is wholly conditioned upon the actual receipt by Recipient of the FY 2015 Byrne JAG Grant; that all monies distributed to Sub recipient hereunder shall be exclusively from Federal funds received under said grant and not from any other monies of Recipient; and that if such

funds are not timely forthcoming, in whole or in part, Recipient may, at its sole discretion, terminate with MOU and Recipient shall not be liable for payment for any work or services performed by Subrecipient under or in connection with this MOU.

This MOU will remain in effect until the later of (1) the expiration of the grant period or (2) the submission of the final report regarding the FY 2015 Justice Assistance Grant to the Department of Justice, unless terminated earlier in accordance with the terms of this MOU.

Recipient may terminate this MOU whenever such termination is determined to be in Recipient's best interest, in event of Subrecipient default, inability or failure to perform or to comply with any of the terms herein, or for other good cause.

Termination will be effected by written notice to Subrecipient, specifying the portions of the MOU affected and the effective date of termination. Subrecipient shall be reimbursed for valid, eligible expenditures made prior to termination. Recipient will have no responsibility or liability for Subrecipient's expenditures or actions occurring after the effective date of termination.

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

[The remainder of this page was intentionally left blank.]

ACCEPTED AND AGREED:

CITY OF BEDFORD:

By: _____
Roger Gibson
City Manager

Date: _____

**APPROVED AS TO FORM
AND LEGALITY:**

City of Bedford

Printed Name: _____

Signature: _____

Date: _____

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

By: _____
Valerie R. Washington
Assistant City Manager

Date: _____

APPROVAL RECOMMENDED:

By: _____
Joel F. Fitzgerald
Chief of Police

Date: _____

**APPROVED AS TO FORM AND
LEGALITY:**

By: _____
Maleshia B. Farmer
Senior Assistant City Attorney

Date: _____

Contract Authorization:

M&C: _____

Date Approved: _____

ATTEST:

By: _____
Mary J. Kayser
City Secretary

Exhibit A
Budget Narrative

City of Bedford- \$9,739

Budget Narrative

A. Personnel: No funding requested in this category

B. Fringe Benefits: No funding requested in this category

C. Equipment: \$9,739 –

Request funding for the purchase of 6 automated external defibrillators (AED) and partial funding for one additional AED. This equipment will be placed in all front line Bedford Police Department’s patrol units. The AED’s is a portable device that will be used to provide immediately diagnosis and assistance to citizens suffering from life-threatening cardiac arrhythmias of ventricular fibrillation and ventricular tachycardia.

Typically, the Patrol Division is the first to respond on-scene to calls for service from the public. In 2014, the Patrol Division experienced two instances where the AED’s could have been utilized, if available.

The Department will be purchasing this equipment utilizing a state contract or buy board to provide for purchasing power and lower costs versus purchasing it straight through a vendor at an increased rate.

E. Supplies: No funding requested in this category

F. Construction: No funding requested in this category

G. Consultants/Contractors: No funding requested in this category

H. Other Costs: No funds are requested in this category

I. Indirect Costs: No funds are requested in this category

City of Bedford- \$9,739

Budget Detail Worksheet

A. Personnel-
List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentage of time, an example is 75.50% should be shown as 75.50)

Personnel- (FEDERAL)						
Name	Position	Salary	Computation			Cost
			Basis (Year, month, Week, Day, Hr)	Percentage of Time	Length of Time	
Federal Sub-Total:						

Personnel Narrative (FEDERAL)

Personnel- (NON-FEDERAL)						
Name	Position	Salary	Computation			Cost
			Basis (Year, month, Week, Day, Hr)	Percentage of Time	Length of Time	
Non-Federal Sub-Total:						

Personnel Narrative (NON-FEDERAL)

B. Fringe Benefits-
Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)

Fringe Benefits- (FEDERAL)			
Description	Computation		Costs
	Base	Rate	
Federal Sub-Total:			

Fringe Benefits Narrative (FEDERAL)

Fringe Benefits- (NON-FEDERAL)			
Description	Computation		Costs
	Base	Rate	
Non-Federal Sub-Total:			

Fringe Benefits Narrative (NON-FEDERAL)

C. Travel-
Itemize travel expenses of staff personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied Applicant or Federal Travel Regulations. Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category.

Travel: (FEDERAL)

Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	# of People	# of Trips	Cost	
		Lodging		Night					
		Meals		Day					
		Mileage		Mile					
		Transportation		Round-trip					
		Local Travel							
		Other							
		Subtotal							
Federal Sub-Total:									

Travel Narrative (FEDERAL)

Travel: (NON-FEDERAL)									
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	# of People	# of Trips	Cost	
		Lodging		Night					
		Meals		Day					
		Mileage		Mile					
		Transportation		Round-trip					
		Local Travel							
		Other							
		Subtotal							
Non-Federal Sub-Total:									

Travel Narrative (NON-FEDERAL)

D. Equipment-
List non-expendable items that are purchased (Note: Organization’s own capitalization policy for classification of equipment should be used). Expendable items should be included in the “Supplies” category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the “Contractual” category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.

Equipment- (FEDERAL)			
Item	Computation		Costs
	Quantity	Cost	
Automated External Defibrillator (AED)	6	\$1,600	\$9,600
Partial Funding for Automated External Defibrillator (AED)	1	\$139.00	\$139
Federal Sub-Total:			\$9,739

Equipment Narrative (FEDERAL)

Equipment- (NON-FEDERAL)			
Item	Computation		Costs
	Quantity	Cost	
Non-Federal Sub-Total:			

Equipment Narrative (NON-FEDERAL)

E. Supplies-
List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project

Supplies- (FEDERAL)			
Supply Item	Computation		Costs
	Quantity/ Duration	Cost	
Federal Sub-Total:			

Supplies Narrative (FEDERAL)

Supplies- (NON-FEDERAL)			
Supply Item	Computation		Costs
	Quantity/ Duration	Cost	
Non-Federal Sub-Total:			

Supplies Narrative (NON-FEDERAL)

F. Construction-
Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable. In some cases, minor repairs or may be allowable. Minor repairs and renovations should be classified in the "other" category. Consult with the program office before budgeting funds in this category.

Construction (FEDERAL)		
Purpose	Description of Work	Cost
Federal Sub-Total:		

Construction Narrative (FEDERAL)

Construction (NON-FEDERAL)		
Purpose	Description of Work	Cost
Non-Federal Sub-Total:		

Construction Narrative (NON-FEDERAL)

G. Consultants/Contracts-
Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed. Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day or \$56.25 per hour require additional justification and prior approval from OJP.

CONSULTANT FEES (FEDERAL)					
Name of Consultant	Service Provided	Fee	Computation		Cost
			Basis (Per 8 hr day or Hrly)	Quantity	
Federal Sub-Total:					

Consultants Narrative (FEDERAL)

CONSULTANT FEES (NON-FEDERAL)					
Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis (Per 8 hr day or Hrly)	Quantity	
Non-Federal Sub-Total:					

Consultants Narrative (NON-FEDERAL)

G. Continued
Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.

CONSULTANT EXPENSES (FEDERAL)										
Purpose of Travel	Location	Computation							Cost	
		Item	Cost Rate	Basis for Rate	Quantity	# of People	# of Trips	Cost		
		Lodging		Night						
		Meals		Day						
		Mileage		Mile						
		Transportation		Round-trip						
		Local Travel								
		Other								
		Subtotal								
Federal Sub-Total:										

Consultants Expenses Narrative (FEDERAL)	

CONSULTANT EXPENSES (NON-FEDERAL)									
Purpose of Travel	Location	Computation							Cost
		Item	Cost Rate	Basis for Rate	Quantity	# of People	# of Trips	Cost	
		Lodging		Night					
		Meals		Day					
		Mileage		Mile					
		Transportation		Round-trip					
		Local Travel							
		Other							
		Subtotal							
Non-Federal Sub-Total:									

Consultants Expenses Narrative (NON-FEDERAL)	

G. Continued	
<p>Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000. A sole source contract may not be awarded to a commercial organization that is ineligible to receive a direct award.</p>	
CONTRACTS (FEDERAL)	
Item	Cost
Federal Sub-Total:	

Contracts Narrative (FEDERAL)

CONTRACTS (NON-FEDERAL)	
Item	Cost
Non-Federal Sub-Total:	

Contracts Narrative (NON-FEDERAL)

H. Other Costs-
List items (e.g., rent (arms-length transaction only), reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and costs per square foot or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.

Other Costs (FEDERAL)					
Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
Federal Sub-Total:					

Other Costs Narrative (FEDERAL)

Other Costs (NON-FEDERAL)					
Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
Non-Federal Sub-Total:					

Other Costs Narrative (NON-FEDERAL)

I. Indirect Costs-
Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories. (Note: Use whole numbers as the indirect rate, an example is an indirect rate of 15.73% should be shown as 15.73)

Indirect Costs (FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
Federal Sub-Total:					

Indirect Costs Narrative (FEDERAL)

Indirect Costs (NON-FEDERAL)

Description	Computation				Cost
	Quantity	Basis	Cost	Length of Time	
Non-Federal Sub-Total:					

Indirect Costs Narrative (NON-FEDERAL)

Budget Summary			
Budget Category	Federal Request	Non-Federal Request	Total
A. Personnel			
B. Fringe Benefits			
C. Travel			
D. Equipment			\$9,739
E. Supplies			
F. Construction			
G. Consultants/Contracts			
H. Other			
Total Direct Costs			
I. Indirect Costs			
TOTAL PROJECT COSTS			\$9,739

Exhibit B
Award Document



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1. RECIPIENT NAME AND ADDRESS (including Zip Code) City of Fort Worth 505 West Felix Street Fort Worth, TX 76115-3405		4. AWARD NUMBER: 2015-DJ-BX-0699	
		5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2018 BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2018	
2a. GRANTEE IRS/VENDOR NO. 756000528		6. AWARD DATE 08/13/2015	7. ACTION Initial
2b. GRANTEE DUNS NO. 073170458		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE FY 15 JAG Program		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 518,315	
		11. TOTAL AWARD \$ 518,315	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Rudolph Jackson Assistant City Manager <i>Valerie Washington</i>	
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Valerie Washington</i>	19A. DATE 9/24/15
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 518315		21. PDJUGT0323	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig

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SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

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10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

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19. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
20. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
21. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
22. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
23. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
24. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

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25. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
26. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
27. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
28. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
29. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
30. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
31. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.

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32. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
33. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.
34. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
35. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
36. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
37. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
38. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
39. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
40. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.

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SPECIAL CONDITIONS

41. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

42. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
43. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
44. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

VW



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2015-DJ-BX-0699

AWARD DATE 08/13/2015

SPECIAL CONDITIONS

45. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf

46. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.

b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.

c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

47. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.

48. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

49. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review and public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.

50. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

VWJ



Council Agenda Background

PRESENTER: Jeff Gibson, Police Chief

DATE: 09/13/16

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

ITEM:

Consider a resolution authorizing the City Manager to purchase 42 replacement duty weapons and related accessories for the Police Department from Gulf States Distributors in the amount of \$33,000.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

On September 8, 2015, the Bedford City Council passed an ordinance adopting the FY 2015/16 Budget. Funds were allocated within the budget to replace a portion of duty weapons and related accessories (i.e. holsters, magazines, etc.) for the Police Department. The first phase of the weapon replacement was completed in the spring of 2016, with the expectation to purchase the remaining weapons and accessories in the FY 2016/2017.

Based on projections and expenses for FY 2015/2016, funds are available to complete the second phase of the weapons replacement this current fiscal year. The purchase will be made prior to vendor price increases; therefore, the weapons and accessories will be offered at the same price as the previously purchased weapons, and will also include a discount from the trade-in of current service weapons.

Current service weapons were purchased during FY 2007/08, making them over seven years old. Manufacturers of service weapons recommend replacement every seven to ten years.

Officers participate in four weapons training/qualifications each year. It is estimated that approximately 7,000 to 10,000 rounds of ammunition have been fired through each service weapon during training and qualifications.

Replacing service weapons ensures that the vital issued equipment is in optimal working order. Weapon malfunctions have been experienced during qualifications and training exercises as a result of age, wear and tear. The likelihood of future weapon failures/malfunctions increase with the age of the equipment.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to purchase 42 replacement duty weapons and related accessories for the Police Department from Gulf States Distributors in the amount of \$33,000.

FISCAL IMPACT:

Funding of \$33,000 is included in the projections and expenses for this current fiscal year.

ATTACHMENTS:

Resolution

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE 42 REPLACEMENT DUTY WEAPONS AND RELATED ACCESSORIES FOR THE POLICE DEPARTMENT FROM GULF STATES DISTRIBUTORS IN THE AMOUNT OF \$33,000.

WHEREAS, the City Council of Bedford, Texas determines the remaining inventory of current duty weapons to be purchased through the FY 2015/16 budget; and,

WHEREAS, the City Council of Bedford, Texas determines the necessity of providing the Police Department with new duty weapons due to the age and usage of current duty weapons; and,

WHEREAS, the City Council of Bedford, Texas acknowledges that the new duty weapons will be purchased from Gulf States Distributors.

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 wherein.

SECTION 2. That the City Manager is hereby authorized to purchase replacement duty weapons and related accessories for the Police Department from Gulf States Distributors.

PRESENTED AND PASSED this 13th day of September 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



Council Agenda Background

PRESENTER: Natalie Foster, Public Information Officer

DATE: 09/13/16

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with CivicPlus in the amount of \$56,560 for the design, conversion and implementation of a new City website.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

One of the priorities of the City has been to improve the way in which it communicates with the public. Enhancing the City's website is a major step toward achieving that goal.

The website serves as a direct line to the public to provide timely information. As technology progresses, the City must change too by allowing the website to be viewed adequately on multiple devices. Direct communication provides the City with a closer connection to residents, businesses and visitors.

CivicPlus is the industry standard and would afford several efficiencies to staff for timely updating information to the website. It includes streaming capabilities for B-TV programming, both taped and live, and will provide a more user-friendly and dynamic experience for the public.

The current website, which is authored in an outdated program, hinders the City in providing important information out to the community in a timely, clear format. The current Bedford website is not mobile-friendly and cannot compete with the surrounding cities' websites in both maneuverability and professional appearance. Oftentimes, the City's website is the first point of contact for residents, the public, and potential businesses; therefore, a professional representation of Bedford is paramount.

The initial fee for CivicPlus is \$56,560, which includes a complete custom design, content migration, three days of on-site training, 20 GB storage, contract services and a recurring 48-month redesign. A fee of \$10,345 will be necessary in year two of the contract to continue the contract services. Contract services include features such as auto-publish and expire, redundant hosting services, software updates, a dedicated account manager, phone consulting and support.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with CivicPlus in the amount of \$56,560 for the design, conversion and implementation of a new City website.

FISCAL IMPACT:

Funding of \$56,560 will be covered by FY 15-16 projected surplus.

ATTACHMENTS:

Resolution

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CIVICPLUS IN THE AMOUNT OF \$56,560 FOR THE DESIGN, CONVERSION AND IMPLEMENTATION OF A NEW CITY WEBSITE.

WHEREAS, the City Council of Bedford, Texas, has made it a priority to improve communication with the public, and;

WHEREAS, the City Council of Bedford, Texas wants to provide more robust website to allow for timely information that can be viewed through multiple devices to create a closer connection to residents, businesses and visitors.

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 Civic Plus for the redesign, conversion, and implementation services required to replace the City's current website.

SECTION 3. That funding in the amount of \$56,560 will be paid from the FY 2015-16 surplus.

PRESENTED AND PASSED this 13th day of September 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