

# **AGENDA**

**Regular Meeting of the Bedford City Council  
Tuesday, August 23, 2016  
Bedford City Hall Building A  
2000 Forest Ridge Drive  
Bedford, Texas 76021**

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

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

## **COUNCIL CHAMBER WORK SESSION**

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Report on the 2016 City of Bedford Fourth Fest.

## **EXECUTIVE SESSION**

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

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

## **REGULAR SESSION**

### **CALL TO ORDER/GENERAL COMMENTS**

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

### **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. Mayor's Summer Reading Club participant recognition.
2. Employee Service recognition
3. Proclamation proclaiming September 2016 as Blood Cancer Awareness Month in the City of Bedford.

## **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

## **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)
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.
7. Public hearing to consider the proposed 2016 tax rate.
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.
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.
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.
11. Consider a resolution authorizing the City Manager to purchase a Stageline SL50 stage, equipment and accessories in the amount of \$99,867.
12. Consider a resolution authorizing the City Manager to enter into a one-year lease agreement with the Bedford Euless Soccer Association for the purpose of conducting practices and games at the Meadow Park, Stormie Jones Park and Boys Ranch soccer fields.
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.
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.
15. Report on most recent meeting of the following Boards and Commissions:
  - ✓ Animal Shelter Advisory Board - Councilmember Fisher
  - ✓ Beautification Commission - Councilmember Turner
  - ✓ Community Affairs Commission - Councilmember Farco
  - ✓ Cultural Commission - Councilmember Champney
  - ✓ Investment Committee - Councilmember Turner
  - ✓ Library Advisory Board - Councilmember Farco
  - ✓ Parks and Recreation Board - Councilmember Sartor
  - ✓ Teen Court Advisory Board - Councilmember Gebhart
  - ✓ Senior Citizen Liaison - Councilmember Turner

## 16. Council member Reports

## 17. City Manager/Staff Reports

### **EXECUTIVE SESSION**

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

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

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

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

### **ADJOURNMENT**

#### **CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, August 19, 2016 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

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**Michael Wells, City Secretary**

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**Date Notice Removed**

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



# Council Agenda Background

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**PRESENTER:** Wendy Hartnett, Special Events Manager

**DATE:** 08/23/2016

**Work Session**

**ITEM:**

Report on the 2016 City of Bedford Fourth Fest.

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

Special Events Manager Wendy Hartnett will present a wrap-up report on the 2016 City of Bedford Fourth Fest.

**ATTACHMENTS:**

N/A



# Council Agenda Background

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**PRESENTER:** Maria Redburn, Library Director

**DATE:** 08/23/16

Council Recognition

**ITEM:**

Mayor's Summer Reading Club participant recognition.

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

The Bedford Public Library would like to recognize the following children, who were unable to attend the Mayor's Summer Reading Club awards ceremony:

- Tyler Cramer
- Peyton Hosey
- Catryna Little
- James Tebei

**ATTACHMENTS:**

N/A



# Council Agenda Background

**PRESENTER:** Jeff Gibson, Police Chief  
Bobby Sewell, Interim Fire Chief

**DATE:** 08/23/16

Council Recognition

**ITEM:**

Employee Service Recognition

City Manager Review: \_\_\_\_\_

**DISCUSSION:**

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

**July**

Amy Smith	Police Department	10 years
Linda Cook	Police Department	10 years
Nathan Noble	Police Department	10 years
Joshua Starkey	Fire Department	10 years

**August**

Joseph Sisco	Fire Department	20 years
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**ATTACHMENTS:**

N/A



# Council Agenda Background

**PRESENTER:** Jim Griffin, Mayor

**DATE:** 08/23/16

**Council Recognition**

**ITEM:**

**Proclamation declaring September 2016 as Blood Cancer Awareness Month the City of Bedford.**

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

**A representative from the North Texas Chapter of the Leukemia and Lymphoma Society will accept the proclamation.**

**ATTACHMENTS:**

**Proclamation  
Letter of Request**



CITY OF  
**BEDFORD**

# Proclamation

*WHEREAS, in the United States, an estimated 1,237,824 people are living with, or are in remission from, leukemia, lymphoma, myeloma or other form of blood cancer, with an estimated 171,550 new cases expected to be diagnosed in 2016, and*

*WHEREAS, leukemia, lymphoma, myeloma and other blood cancers will kill an estimated 58,320 people in the United States this year alone, and*

*WHEREAS, The Leukemia & Lymphoma Society (LLS), exists to find cures and ensure access to treatments for blood cancer patients, and*

*WHEREAS, LLS maintains offices in Dallas and Fort Worth to help improve the quality of life for blood cancer patients and their families in the State of Texas, and*

*WHEREAS, the State of Texas is similarly committed to the eradication of these diseases and supports the treatment of blood cancer patients and their families, and*

*WHEREAS, the city of Bedford encourages private efforts to enhance research funding and education programs that are saving lives not someday, but today.*

*NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim the month of September, 2016 as:*

## **Blood Cancer Awareness Month**

*in the City of Bedford and we ask our residents to join with LLS to enhance the understanding of blood related cancers and to encourage participation in voluntary activities to support education programs and the funding of research programs to find a cure.*

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this  
23rd day of August, 2016.*

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JIM GRIFFIN, MAYOR

## PROCLAMATION REQUEST LETTER

Dear Mayor Griffin:

As the Executive Director of the North Texas Chapter of The Leukemia & Lymphoma Society (LLS), the world's largest voluntary health agency dedicated to finding cures for blood cancers, I would like to request your assistance in an effort to increase awareness of the urgent need to fund research for breakthrough therapies and provide access to treatments for blood cancer patients.

Thousands of our fellow citizens in Texas are afflicted with leukemia, lymphoma and myeloma. LLS exists to find cures and ensure access to treatments for blood cancer patients, and we are doing more than any health or cancer non-profit for blood cancer patients.

LLS has designated September 2016 as Blood Cancer Awareness Month. You can help by using your executive authority to issue a proclamation to demonstrate the need for this designation and to show support for the work of LLS.

We focus our efforts across three key areas:

- **Research** – Since our founding in 1949 we've invested more than \$1 billion in research for lifesaving treatments, helping advance nearly every therapy used to treat blood cancer patients.
- **Access** – We are the leading source of free blood cancer information and support services and our information specialists field more than 40,000 inquiries a year from patients, caregivers and healthcare practitioners.
- **Advocacy** – LLS is the voice for all blood cancer patients and works to ensure access to quality, affordable care, advocating for bills to limit out-of-pocket costs.

We are truly making someday, today, for blood cancer patients.

Attached is a draft statement for your review and consideration. Please feel free to adapt the language as you deem appropriate.

On behalf of blood cancer patients and families in our state, thank you for your consideration and support for this effort. If you have any comments or questions, please have your staff contact me.

Sincerely,

Patricia R. Thomson, Ph.D.  
The Leukemia & Lymphoma Society  
North Texas Chapter  
972-996-5900 and 817-288-2630

**someday is today®**



# Council Agenda Background

**PRESENTER:** Michael Wells, City Secretary

**DATE:** 08/23/16

**Minutes**

**ITEM:**

Consider approval of the following City Council minutes:

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

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

N/A

**ATTACHMENTS:**

August 5, 2016 work session  
August 9, 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 8:30 a.m. in the Former Library Building, 1805 L. Don Dodson, Bedford, on the 5th day of August, 2016, with the following members present:

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

constituting a quorum.

Staff present included:

Roger Gibson	City Manager
Kelli Agan	Assistant City Manager
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Gary Clopton	Information Technology Manager
Jeff Gibson	Police Chief
Don Henderson	Parks Superintendent
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
Bill Syblon	Development Director
Eric Valdez	Community Services Manager

### **CALL TO ORDER/GENERAL COMMENTS**

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

### **WORK SESSION**

#### **1. Receive and discuss FY 2016-2017 budget overview.**

City Manager Roger Gibson stated the tax rate proposed by staff is \$0.4765 per \$100 valuation, a reduction from the current tax rate of \$0.495 per \$100 valuation. A lot of staff time was spent in evaluating the appropriate items to fund and the proper way to fund them. There are significant issues for which staff was unable to find funding, but Council may want to go in a different direction.

Strategic Services Manager Meg Jakubik presented an overview of the budget. The budget strategy remains Council goals and requests, maintenance items, staff hiring and recruitment, efficiency improvements, program expansions, and equipment/inventory purchases. There are two different versions of sales tax figures, with the General Fund seeing conservative sales tax growth. With the loss of a significant sales tax generating business, gross sales tax is down 18 percent, which primarily affects 4B. The remainder of the sales tax is projected at a three percent growth. Other assumptions include an

employee compensation program, and fee increases, to include the water and sewer pass-through from the Trinity River Authority (TRA) and an increase to the stormwater fee. In regards to the framework of the budget, the City's population is estimated at 49,151, with an estimated freeway count of 185,000 vehicles that travel Airport Freeway, and approximately 66,000 people that attended various events and festivals. The proposed operating budget is \$69,349,538. She discussed the various services provided by the City from the budget. The average taxable home value increased to \$168,609 and at the proposed tax rate of \$0.4765 per \$100 valuation, the average resident would pay just over \$800 a year for services.

Ms. Jakubik presented information on various funds including the General Fund at approximately \$32M, the Tourism Fund at \$1.3M, and the Water and Sewer Fund at \$21M. The 4B Fund is budgeted to go \$2.4M into fund balance due to a number of large projects. The Consumer Price Index increased by 0.6 percent from the previous year, while the Municipal Cost Index (MCI) remained flat; however, on average, there has been an average increase of just over one percent on the MCI. The dollar has lost 27 cents worth of buying power since 2000. As an example, the cost of a Tahoe has gone from \$34,684 in 2000 to \$47,600 today; however, with inflation, the cost is actually \$65,000. In regards to revenues by source, the General Fund is the largest, followed by the Water and Sewer Fund. A revenue comparison of Fiscal Year 2016 to Fiscal Year 2017 with the proposed property tax rate shows an increase in property taxes. Sales tax is lower because of 4B, while Water and Sewer are in line with the previous year. Charges for services are higher due to the amendment to the Intermedix contract. A breakdown of expenditures shows that the largest component is Public Works, followed by the Police and Fire Departments, Debt Service, Support and Administration Departments, and the Non-Departmental portion, which includes water fund debt service and those items not contributable to just one department such as legal service fees, insurance and phone services. In regards to expenditures by classification, 42.2 percent of the budget is for personnel. Other items include supplies, maintenance, contract services, water purchases, sewer treatment, utilities, debt and capital. A year-by-year comparison of expenditures shows a \$2M increase in the General Fund, a slight increase in the Tourism Fund, and an increase in 4B due to a significant number of upcoming projects.

Ms. Jakubik presented information on the compensation package. The recommendation is that all non-certified employees would receive a four percent cost-of-living adjustment (COLA), at a cost this year of \$487,331. Public Safety made a request and proposal for a step plan for all ranks to help with recruiting issues as several positions were below the market in comparison with other cities. There were also issues with compression. The proposed step plan is from a recruit to the chief. There would be a seven-year buy-in for the general employees and the maximum top-out will always be below the rank above them. Year one of the step plan is incorporated into the budget. An area survey was conducted to find out where the City fell in the market. There would be a different step differential for recruits, as they would be paid less than those that come in already certified; once they are released from field training and become a completely independent officer, they would move up to the officer level step plan. Step three of the plan is dependent on employees passing a test for their Police Officer II or Firefighter II positions. In the Fire Department, they are proposing secondary promotional rank that would be equivalent to engineer but would be more on the field training medic side. There was discussion on the steps being automatic no matter how employees performed on the job; that any performance issues would be handled through a performance improvement plan; that the plan is not funded past this year; that each step is a function of the following year's budget; and that a step program in 2003 was for Police Department recruits and was not department-wide. Ms. Jakubik stated that Police Sergeants and Fire Lieutenants would have four steps before they reach their maximum top-out pay, Police Lieutenants and Fire Battalion Chiefs would have three steps, Deputy Chiefs would have two, and Chiefs would have one. The promotions from Police Lieutenant/Fire Battalion Chief to Deputy Chief and from Deputy Chief to Chief would be greater due to increased responsibilities. There is a systematic approach between the steps and a minimum of five percent increase between levels. There was discussion that employees would begin a new step process when promoted. Ms. Jakubik stated that the way the plan was implemented in the budget was the steps were finalized and each individual's pay rate was looked at to see where it fell within the proposed step plan. They were then moved to the next highest step and would progress from there. Some employees have already reached their maximum and would only receive a COLA in future years. The plan would move each position so that it is ranked either fourth or fifth compared to the nine cities against which Bedford benchmarks itself. Police Corporals have been undervalued and the step plan fixes that issue. Only a few employees were over what their rank was and it was in the Deputy Chief and Chief positions. Ms. Jakubik presented a cost analysis for the step plan. Assumptions in the model include a yearly one

percent increase in the TMRS contribution rate, a yearly 10 percent increase in workers' compensation each year, and a three percent yearly COLA each year. Nothing health or dental insurance related was included in the analysis as the costs are not dependent on salary. There was discussion on the three percent COLA being included in the scenario; falling behind in the market; that the City is looking at the mid-point of the market; helping in recruiting and retention; that other cities already have step plans; looking at a step plan City-wide; whether the step plan could hurt in retaining employees as they want more money but there is no room to promote; and that the plan is based on current personnel and new positions would have be considered on a supplemental basis. Ms. Jakubik stated that in the current step grades, it is almost impossible to top out and it has unrealistic top grades. One of the tenants of Police and Fire was that there comes a point where additional tenure does not provide additional value to the position.

Ms. Jakubik presented information regarding Council requests, including a smaller style monument sign at Central Drive and Cheek-Sparger Road, authorizing funding for the Trinity Railway Express, and a study for the next phase of the Boys Ranch construction. Maintenance concerns include a line item for addressing sidewalk issues, replacing a canopy at the Public Works Service Center per Texas Commission on Environmental Quality (TCEQ) guidelines, a line item for replacing furniture at the Library, and a line item to address ongoing drainage issues. Staff hiring and retention includes the four percent COLA, the Public Safety Step Plan, additional staff for Parks, Recreation and the Old Bedford School, and overtime budgets for Library and Tourism. There was discussion on the step plan helping with overtime in the Fire Department and possibly the Police Department; that it takes 11 to 12 months, and reoccurring costs of approximately \$90,000, for the recruitment and training of Police and Fire positions; and that there are four openings and three frozen positions in the Police Department, and two openings in the Fire Department. For efficiency improvements, there is a technology fund for Recreation, a router service plan for Fire Department apparatus, and an updated economic development retail study. There was discussion on upgrades in dealing with customers; the feasibility of City departments being all on the same operating systems; cross utilizing resources; donations to different funds on the water bill; and upgrades to the website. Program expansions include the College Gridiron Showcase and an increase to the budget for ArtsFest for a one-day event. Equipment purchases include various new vehicles, a Toro Dingo Diesel Wide Track, air cylinders and cart for Wastewater for confined spaced entry, and improvements to the soccer side of the Meadow Park athletic fields.

Ms. Jakubik presented information on impacts to revenue, including the loss of a sales tax generating business, the Stormwater Fund starting to get out of balance, the Intermedix contract and its additional \$600,000 in associated collections, and a 11.7 percent increase in property values.

In regards to General Fund revenues, there is an increase in property taxes of \$1.17M over the previous year. Sales tax continues to do well and that growth has been budgeted. Franchise taxes depend on the particular franchise, mixed beverage taxes have increased, charges for services has increased due to the Intermedix contract, and licenses and permits continues to fluctuate. Fines and forfeitures, which do not include those from red light cameras, are down, including those from the Library due to automatic renewals with the Koha system and people checking out fewer DVDs. The largest portion of revenue comes from property taxes, followed by sales tax and then everything else.

Administrative Services Director Cliff Blackwell discussed the calculation behind the tax rate. There has been an increase in property values in Tarrant County of ten percent overall, and 11.7 percent in Bedford. The effective tax rate has been calculated at \$0.448258 per \$100 valuation. The rollback rate, which only focuses on the Maintenance and Operations portion of the tax rate, has been calculated at \$0.476509 per \$100 valuation. He stated that the City assumes a 99 percent collection rate for budget purposes but 100 percent when calculating the effective tax rate. If the City does not choose a 100 percent collection rate, the County reports to the Tarrant Appraisal District what the City collected and if an amount is collected in excess of that percentage, the excess goes into the calculation to reduce the effective tax rate. There was discussion on what other cities were doing; a push from citizens to adopt the effective tax rate; the debt rate going down by two cents; going above the rollback rate; and that a successful rollback election would push the rate to the rollback rate. Mr. Blackwell stated that the rate used for this budget was the rollback rate; if the City were to go to the effective tax rate, \$850,000 would have to be carved out of the budget. A comparison of the proposed tax rate and the previous year's tax rate shows that the debt portion would drop 11.6 percent, while the maintenance and operations portion would increase by 1.5 percent.

Ms. Jakubik presented information on taxable values, which set a record. Tarrant County was told by the State that their values were artificially low and gave them a two-year window to correct the value of properties. There was discussion on the amount of increase the next year and whether the problem has been corrected. Ms. Jakubik stated that there is a decrease in the amount of licenses and permits but there is a lot of investment and reinvestment in the City. The net taxable value has increased from \$151,000 the previous year to \$168,000. A history of the tax rate shows an inverse relationship with taxable value. The overlapping tax rate shows that the School District makes up the largest share of the tax bill. A comparison of area tax rates shows every city proposing to reduce their rate except for Haltom City and North Richland Hills, who are holding their rates. For the average home in Bedford, the annual tax bill would increase from just under \$750 to \$803, or approximately \$55 for the year. In comparison with neighboring cities, this represents the lowest increase in average values except for Colleyville. Ms. Jakubik discussed sales tax history and revenue changes, including the increases of property tax revenue, sales tax numbers and revenue from the amended Intermedix contract. In regards to General Fund Expenditures, every department is increasing due to employee compensation and insurance. Some operating transfers were decreased in order to fund items, such as lowering the transfer to the Computer Replacement Fund for a network security suite. In terms of expenditures, 67 percent is for public safety. A per capita comparison of benchmark cities shows Bedford to be dead last in amount of money spent per resident at approximately \$1,300 per capita. General Fund supplemental requests include the router service plan for the Fire Department, budget line adjustments for Community Services, an administrative coordinator position for Recreation, and 1.5 full-time maintenance positions for Parks. There was discussion on attracting international businesses to the City.

Ms. Jakubik presented information on the Debt Service Fund, which is funded primarily through property taxes, followed by the transfer from 4B and interest. Built into the expenditures is the proposed tax note. A graph of annual funding requirements shows a significant drop in General Fund debt in the next few years, with an increase in Water Fund debt from the \$30M issued for State Water Implementation Fund for Texas (SWIFT). Over the previous three to four years, there has been a consistent downhill slide on the debt load. In regards to the proposed five-year tax note, the principle to issuing debt is to not have payments extend beyond the life of the asset. The items being funded in the tax note would not normally be eligible for a debt financing object; however, the note would address significant capital needs that the City did not have money to pay cash for. The first item was the replacement of an ambulance. There was discussion that the unit proposed to be replaced was a 2000 model and cannot be remounted, and is not the same unit discussed the previous year; that the 2008 unit needing to be remounted would be pushed into a reserve status; the replacement plan for ambulances; the lack of depth in reserve equipment with only one viable backup unit; the construction of new nursing facilities in the City; and the possible auction value of the ambulance being replaced. Other items in the tax note include the monument sign, and a request from the Police Department to replace the back-office system, the in-car camera system, and expanding to body cameras. There was discussion on the redaction component of the software, including that there were no additional costs; that enough body cameras were being purchased for two shifts for overlapping coverage; not issuing body cameras to all officers due to potential technology changes; and what else could be paid out of the tax note if the cameras were paid out of reserves. Ms. Jakubik stated that everything reasonable was included in the note and everything else that was unfunded were reoccurring expenses, which could not be included in the note. The numbers in the tax note are flexible and are subject to change. Other items in the tax note include a truck, lawn mower and turf aerator for Parks; a Ford Transit van and scissor lift for Facilities Maintenance; replacements for the City's network switches; and cardiac monitors and fitness equipment for the Fire Department. She stated that if the tax note were not issued, the rollback rate would decrease. There are funding options through one-time monies that staff is not currently proposing to touch. Yearly payments of the tax note would be approximately \$220,000 with interest and is included in the budget in the Debt Service Fund. There was discussion on why the particular items were included in the note; and the expected life of some of the equipment.

Ms. Jakubik presented information on the Water and Sewer Fund, which is mainly funded from water and sewer charges. The Fund must adequately recover maintenance and operation expenditures, provide for debt service, provide for renewal and placement costs, and provide adequate working capital. It does not operate from a fund balance perspective, but a working capital perspective. The cash point as of October 1, 2015 was actually negative; however, the Utility Maintenance Fund had sufficient cash to cover the

deficit. A surplus is being projected for this year to help address the working capital shortage and the budget being presented still puts a surplus to help rebuild the working capital. A large part of expenses comes from water purchase and wastewater treatment from the TRA, who will be raising the City's rates by 19.3 cents on water and 12.7 cents on sewer. Staff proposes to only pass-through the increase from TRA. The summer monthly City average has increased to 17,000 gallons due to the lifting of drought restrictions. The impact of the volume increase in a worst case scenario is \$4.00 and is solely tied to the increased costs from TRA. In regards to expenditures, \$7.2M is just for the purchase of water and \$4M is for treatment of wastewater. Supplemental requests include an additional custodian for buildings whose operations primarily support the Fund; an environmental specialist to assist with the additional reporting and inspection requirements from TCEQ; trucks for the water service, water distribution and wastewater crews; an air cylinder and cart; the storage bin canopy replacement; and an engineering tech truck. There was discussion on the difference between the trucks.

Ms. Jakubik presented information on the Stormwater Fund, which gets its revenue from stormwater charges and \$30,000 from Republic Services for the household hazardous waste program. The current rates are \$3.50 a month for residents and \$3.00 a month for seniors. Commercial rates are based on a formula that is a function of the size of the lot and how much of it is impervious surface, which is then calculated to a residential equivalent and multiplied by \$3.50. Operating expenses have been at capacity for several years and this year, it reached a point where the base request for expenses was not sufficient for the revenues that were there. There is a list for drainage requests but no capacity to address those for residents, and there is not enough capacity to issue debt for those projects. The rate was last increased in 2001 and staff's proposal is to raise it \$0.50 across the board, which would generate an additional \$185,000 in revenue. The increase would help fund this year and put in the capacity to address drainage projects on a cash basis. There was discussion on the list of drainage projects; that there is nearly \$5M in proposed capital improvements; that the \$0.50 increase was to balance this year; completing a stormwater rate model; that mosquito controls are paid out of this fund; infrastructure and protecting the health of citizens; drainage projects in the same areas of SWIFT projects including Briar Drive; the need for bridge culvert work; getting a list of other cities' stormwater rates; and going above the recommended \$0.50 increase. Expenditures include operations, overhead and debt service. Supplemental requests include a Toro Dingo Wide Track, a reoccurring line item for drainage improvements, and additional funds for mosquito control training. There was discussion on if there is a need for more personnel in dealing with mosquitoes; cross training personnel; the County looking at aerial spraying and the City's contribution to the costs; the effectiveness of aerial spraying and when it would be necessary; and the affects of the West Nile and Zika viruses.

Ms. Jakubik stated that in the 4B budget, they recommend \$2.7M in sales tax revenue and \$5.1M in expenses, with contract labor being the largest portion. The Fund does not include personnel. The only supplemental request is a flameless pothole patch truck.

Ms. Jakubik presented information on special revenue funds. There are projected increases in revenues from the hotel/motel tax, rentals at the Old Bedford School, and BluesFest and FourthFest. Expenditures include administration, a newly created division for marketing, the Old Bedford School, and the two festivals. There was discussion on covering the costs for BluesFest. Supplemental requests include the College Gridiron Showcase; the establishment of overtime budgets for the Old Bedford School, Administration and Marketing; an increased budget for ArtsFest to cover their costs with the expansion of the timeframe; and a part-time customer service associate. In regards to the new personnel, with staff reorganizations, there would only be a net increase of \$4,000. There was discussion on breaking even on BluesFest; the goal of staff to have the Tourism Fund contribute \$100,000 for BluesFest; and competing for sponsorships. Ms. Jakubik stated another recommendation is to make the facility maintenance person at the OBS a full time position. She discussed other minor funds including the Traffic Safety Fund, with a revenue line of \$100,000 and which includes red light camera fines; the PEG Fund; the Economic Development Fund, which includes a \$50,000 expense for the retail study; the Parks Donation Fund, which has been seeing a \$1,000 yearly increase; the Court Technology Fund, which is going into fund balance to replace ticket writers; and the Court Security Fund, which helps support the warrant officers who serve as bailiffs. Other supplemental requests from the minor funds include a firewall replacement and replacing the flooring in the Library's large meeting room with a vinyl plank floor. There was discussion that Police Department vehicles are a reoccurring line item in the budget.

Ms. Jakubik presented several scenarios for Council to consider. At a \$0.485 tax rate without the tax note, there would be increased General Fund revenue of \$492,000. With a \$0.485 tax rate with the tax note, there would be increased revenue of \$263,000. Maintaining the current tax rate of \$0.494830 with the tax note, there would be increased revenue of \$560,000. There was discussion on the tax note; passing more debt to future budgets; issuing tax notes in future years; the debt rate being lowered even with the tax note; and increased employee expenses, including insurance. Mr. Blackwell stated that keeping the current rate without the tax note would increase revenue by \$781,014. There was discussion of the fiscal impact of not issuing the tax note including it costing \$300,000 with the reduction in the tax rate. A majority of the Council, minus Councilmember Fisher, was for issuing the tax note. There was discussion on unfunded supplementals; where to set the tax rate; the possibility of a rollback election; the impact of a rollback election, including dissension and the ability to get the next phase of the Boys Ranch construction and the Bedford Commons; the need for services and people wanting improvements; the tax rate not being raised; taking the long view and managing and improving what the City currently has to bring people around; other cities in the area lowering their tax rate; the cost of employee compensation and insurance; using the \$4M from TXI to pay for items; whether to choose a tax rate between the current tax rate and the rollback rate; what would be paid for with the extra funding by going above the rollback rate and promoting that to the public; funding the step plan; the employee cost component of the budget; the costs for the step plan, including expanding it to all employees; the cost of insurance; committing to the step plan; voter approved debt issuances that were not passed on but built into the budget; and the fallout from a rollback election. Ms. Jakubik stated that on the average home value, at the current tax rate, there would be an \$86 increase over the previous year. Going to \$0.485, there would be an increase of \$69 over the previous year. Going to the recommended rate, which is the rollback rate, there would be an increase of \$55 over the previous year. There was discussion on finding ways to increase revenue; people voting based on emotion; being forward thinking; changes in politics; competing with and comparing to other cities; what people look for in moving to the City; using fund balance; outsourcing the crossing guard program; an ambulance replacement program; funding items if Council stays at the current rate; and having this issue included as a component of a citizen satisfaction survey. There was discussion on staying at the current rate and leaving in the debt component; setting the not-to-exceed rate and the public hearings on the tax rate; and receiving input from the public. Council was of the consensus to set the not-to-exceed rate to the current tax rate of \$0.495 per \$100 valuation. There was discussion on educating the public and communicating the Council's goals; staff prioritizing the list of unfunded items; and employee raises. Ms. Jakubik stated that employees would pick up a third of the \$900,000 insurance increases; that a four percent raise would cover the costs of the increase in dependent coverage for lower-level employees; and that for the first time, employees with employee-only coverage would cover a portion of their premium. There was discussion on the employee raise history.

**2. Discuss potential utility rate changes.**

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

**3. Discuss issuance of tax note.**

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

**4. Discuss pay day loan ordinance.**

Mayor Griffin stated that Councilmember Fisher was asked to be the City's representative on a joint group with Hurst, Euless and the Texas Retired Teachers Association to discuss and formulate a course of action on an ordinance.

Councilmember Fisher stated that in January, there was discussion about a payday loan ordinance and for regulations on those types of businesses in Bedford. That discussion came out of a request from a citizen, as well as the City of Arlington having passed an ordinance. There is a fear factor involved whereby unscrupulous lenders would move to cities without regulations. In January, there was not a lot of support for that idea with the thinking it was the State's job. A meeting was recently held with the representatives with the cities of Hurst and Euless, and church leaders, regarding the importance of an ordinance. The Texas Advocacy Project had numbers, based on a Dallas metropolitan division 2014 data, which they put into Hurst, Euless and Bedford. New loans in the three cities in 2014 equaled \$20,183,275

and the fees associated with those loans and refinances were \$15,396,970. Further, there was \$25M in refinances in 2014. The Project estimates the sales tax dollars lost at \$43,000 per location. There are 11 such businesses in Euless and seven in Hurst. It was clear in the meeting that something needed to be done, which some would call a cap on exploitations. In cities with the Texas Municipal League (TML) certified ordinance, there has been a 20 percent reduction in payday storefronts, which would be the unscrupulous lenders. He stated that the industry is a relatively important part of the financial system. There was discussion on the TML ordinance being challenged in court; and that the Supreme Court declining to hear a case on Denton's ordinance because there was no victim as the city had not yet taken enforcement actions based on the ordinance. Councilmember Fisher stated that the City of Arlington has already passed an ordinance, and the cities of Fort Worth and Irving are looking at an ordinance. Soon, there are going to be fewer places that unscrupulous lenders can go. In light of the lack of State action on the issue, an ordinance should be passed to protect the Bedford. There was discussion on Hurst, Euless and Bedford all passing the ordinance at the same time on the same day.

Councilmember Fisher presented highlights of the TML ordinance. This includes a requirement that credit access businesses must apply to receive a certificate of registration with the city; they must maintain complete records of all loans for three years and make the records available to the city upon request; the amount of a payday loan may not exceed 20 percent of the consumer's gross monthly income; the amount of an auto title loan may not exceed the lesser of three percent of the consumer's gross annual income or 70 percent of the retail value of the vehicle; any loans that provide for repayment in installments may not be payable in more than four installments and the proceeds from each installment must be used to repay at least 25 percent of the principle amount of the loan; no renewals or refinancing in installment payment loans are permitted; any loan that provides for a single lump sum payment may not be refinanced or renewed more than three times and the proceeds from each refinance or renewal must be used to repay at least 25 percent of the principle amount of the loan; and any loan made to a consumer within seven days of a previous loan paid by the consumer constitutes a refinance or renewal. He stated the point of the ordinance is not to add more staff but to give a resident or constituent the opportunity, if they have feel they have been ripped off by such a business, to have the City do the proper inspections to make sure the business is following the ordinance.

**5. Discuss wrap-up of any other budget related items.**

Ms. Jakubik discussed the next steps in the budget process. There was discussion on plans for the surplus dollars and the sales tax windfall. Ms. Jakubik stated that the City started this year just shy of the 20 percent reserve requirement; a surplus is being projected, which would bring the City back in compliance with the fund balance per the City's financial policies.

**ADJOURNMENT**

Mayor Griffin adjourned the meeting at 1:31 p.m.

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Jim Griffin, Mayor

ATTEST:

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Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 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 9th day of August, 2016 with the following members present:

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

constituting a quorum.

Staff present included:

Roger Gibson	City Manager
Kelli Agan	Assistant City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Natalie Foster	Public Information Officer
Meg Jakubik	Strategic Services Manager
Bill Lankford	Street and Traffic Manager
Kenny Overstreet	Public Works Director
Emilio Sanchez	Planning Manager
Bill Syblon	Development Director

### **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: 1 (with a change to reflect that Councilmember Fisher was in attendance), 7, 8 and 9.

Mayor Griffin adjourned the Work Session at 6:03 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.**

Council convened into Executive Session pursuant to Texas Government Code 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1 Mobil Addition-Bedford search at 6:05 p.m.

Council reconvened from Executive Session at 6:07 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 6:30 p.m.

## **CALL TO ORDER/GENERAL COMMENTS**

Mayor Griffin called the meeting to order.

## **INVOCATION (Rev. Lee Biggs-Scribner, First United Methodist Church Bedford)**

Rev. Lee Biggs-Scribner of First United Methodist Church Bedford 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 on Saturday, August 13, 2016, the Old Bedford School (OBS) will host a concert by world-renowned pianist Danny Wright. There will be a wine and cheese reception at 7:30 p.m., followed by the concert at 8:00 p.m. The cost is \$35.00 per person. Also, at the OBS is an upcoming special Murder Mystery Dinner on Saturday, August 20, 2016. The storyline has been written just for OBS and will have ghost hauntings, murder and more. Dinner begins at 6:45 p.m. and the show is at 8:00 p.m. BluesFest 2016 will run Friday, September 2 through Sunday, September 4, 2016. There is another great musical lineup, as well as fantastic barbecue teams competing in the Kansas City sanctioned contest. There are still spots available for those that wish to be a Kansas City Barbecue certified judge. The backyard barbecue contest will also be held again.

Ms. Foster gave an update on construction at the Boys Ranch. The east overlook, near the large pavilion, has been temporarily closed due to repairs. Pedestrians will have access to a temporary walkway in that area. Construction began the day before and is expected to take approximately three weeks to complete.

## **OPEN FORUM**

Nobody chose to speak during Open Forum.

## **CONSIDER APPROVAL OF ITEMS BY CONSENT**

Motioned by Councilmember Champney, seconded by Gebhart, to approve the following items by consent: 1, 7, 8 and 9.

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

## **APPROVAL OF THE MINUTES**

1. Consider approval of the following City Council minutes:
  - a) July 11, 2016 special session

This item was approved by consent.

## **PERSONS TO BE HEARD**

2. The following individuals have requested to speak to the Council tonight under Persons to be Heard:

**a) Duane Buuck, 745 W. Pipeline Road, Hurst, Texas 76053 – Request to speak to the City Council regarding the Mid-Cities Care Corps.**

Duane Buuck, 745 W. Pipeline Road, Hurst – Mr. Buuck stated that Mid-Cities Care Corp. is a non-profit that is celebrating its 35th anniversary. As a Bedford resident, he acknowledged the Council for their leadership. He has served as executive director of Mid-Cities Care Corp. since 2007 and their objective is to communicate to the City the impact of the organization on the community and to hopefully gain ambassadors. He invited Council to a celebration on November 3, 2016, and asked the City to consider joining as a sponsor, as well as to consider any support they can give so Mid-Cities Care Corp. can sustain their capacity. Mr. Buuck stated that the organization was established in 1981 by two social workers at HEB hospital, who saw the need to provide transportation for seniors. They currently service 11 communities and represent 494 seniors and 1,099 volunteers. The spirit of their mission is not contained by boundaries, but inspired by residents who want to give back to their community. Their core service is transportation for routine medical visits and quality-of-life rides. In 2015, they provided 796 round trips, totaling 24,000 miles, and the trend this year is ahead of what was accomplished the prior year. On these trips, the volunteers may see other needs the seniors may have and there is the opportunity to have quality time with clients, who may be hesitant to ask for assistance. Their Helping Hands Program installs grab bars and wheelchair ramps, tends to trees, and does carpentry. He discussed group service days, which are held by churches, youth groups, businesses and civic groups, and done at the volunteers' convenience. Their social outreach component is to crack social isolation by connecting seniors, having volunteers share quality time with seniors, and holding senior socials. In regard to impact, there were 275 actions for seniors in Bedford in 2015, and 241 actions have already been completed in 2016. The value of the services in 2015 was \$39,652 for the community. In 2015, they attended to 53 businesses, and have attended to 60 businesses already in 2016. He discussed the spirit of the community in giving back and the number of volunteers. The organization has two employees and a lot of leadership volunteers. For every dollar received, there is a \$2.44 impact in the community. He asked Council to consider a contribution in the City's budget. He asked the City to continue being a partner in providing help, hope and healing to the seniors in the community. He shared specific examples of impact seniors have on the community including a COMPASS Family One Day, Lane Construction and their "Caring for People" program, and a senior receiving Christmas gifts from Cub Pack 157. He stated that the community is doing a lot for seniors and seniors are doing a lot for the community.

**NEW BUSINESS**

- 3. Public hearing and consider an ordinance to rezone Lot 4R-2, Block 1, Park Place Meadow Addition, located at 2609 Airport Freeway, Bedford, Texas from (H/MHC) Heavy Commercial / Master Highway Corridor Overlay District to (PUD/MHC) Planned Unit Development / Master Highway Corridor Overlay District, specific to Section 4.15, Planned Unit Development of the City of Bedford Zoning Ordinance, allowing for Bedford Park Place Meadows Investments LLC., to construct and operate a 70 room Staybridge Suites Hotel facility. The subject property is generally located north of Airport Freeway and east of Park Place Boulevard. (Z-285)**

Planning Manager Emilio Sanchez presented information regarding this item, which is for the property at 2609 Airport Freeway, which was part of the highway expansion. The owner acquired the property prior to the expansion project and put his plans on hold until the project was completed. The request is for a Planned Unit Development (PUD) for Bedford Park Place Meadows Investments, LLC to construct a 70-room Staybridge Suites Hotel. The reason for the PUD is the building is approximately 47 feet in height instead of the allowed 35 feet, and the patio along the east property line encroaches into the side-yard setback. The Planning and Zoning Commission recommended approval of this item at their June 8, 2016 meeting. The Comprehensive Land Use Plan has the property as commercial. In answer to questions from Council, Mr. Sanchez stated that the applicant was aware of the height restriction in the Master Highway Corridor Overlay District (MHC), but when dealing with a corporate conglomerate, they have a particular requirement for a minimum number of hotel rooms. For the particular site, instead of being able to spread the rooms over a larger footprint to reach the minimum number of hotel rooms, they had to accomplish that by going up in height.

Mayor Griffin opened the public hearing at 6:55 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 6:55 p.m.

In answer to further questions from Council regarding the patio encroaching into the side-yard setback, Mr. Sanchez stated that the standard procedure is for the applicant to seek a variance through the Zoning Board of Adjustment. As the property was part of the takings for the highway expansion, the PUD is also an avenue to get that relief. Council can deny the request, which would require the applicant to move the patio outside of that five-foot area. He further stated that the screen wall is masonry.

The applicant, Rohit Dand, President of Cimarron Hospitality, 1328 Hardisty Drive, Bedford, stated the project is an upper midscale hotel, that flies under the Intercontinental Hotel group. The group requires certain development standards, such as a higher-end façade, height and number of rooms. The property was acquired five years ago and, due to eminent domain and land being taken, it was difficult to develop the project. The footprint had to be worked out to be able to get the minimum number of rooms. The 47 feet in height was the minimum to get to the 70-room count. In regard to the setback with the patio, he stated the facility is an extended-stay hotel, where 50 percent of the business will be people who stay 14 or more days. The hotel has a residential extended component and the patio aligns very well and is an optimal use for the site with the neighboring apartment complex. It satisfies the need for a consumer looking for an apartment type feel amenity. The brand requires the mechanical units, which will be vertical and will be input into the guest rooms, to not face the entrance or front of the building along the highway corridor. In answer to a request from Council, Mr. Dand indicated he would not have issues with additional screening around the electrical transformer on Highway 121. In answer to questions from Council, Mr. Sanchez affirmed that all other components of the MHC will be met, including landscaping, front yard setback and parking; and that the height requirements in the MHC is the maximum height allowed in any zoning district in the City and was purely for aesthetics.

Motioned by Councilmember Champney, seconded by Councilmember Turner, to approve an ordinance to rezone Lot 4R-2, Block 1, Park Place Meadow Addition, located at 2609 Airport Freeway, Bedford, Texas from (H/MHC) Heavy Commercial / Master Highway Corridor Overlay District to (PUD/MHC) Planned Unit Development / Master Highway Corridor Overlay District, specific to Section 4.15, Planned Unit Development of the City of Bedford Zoning Ordinance, allowing for Bedford Park Place Meadows Investments LLC., to construct and operate a 70-room Staybridge Suites Hotel facility. The subject property is generally located north of Airport Freeway and east of Park Place Boulevard (Z-285) to include the request by Councilmember Fisher to add additional landscaping and screening to the transformer.

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

**4. Public hearing and consider an ordinance to rezone Lots 1A and 1B, Harwood Village Shopping Center Addition, located at 510 Harwood Road Suite K, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit/Indoor Amusement Center, specific to 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Moxley Manor to operate an indoor amusement center. The property is generally located south of Harwood Road and west of Brown Trail. (Z-299)**

Mr. Sanchez presented information regarding this item, which is a request for 510 Harwood Road, Suite K, to allow Moxley Manor to operate an indoor amusement center. The current operation is in Suite O and they are asking for the ability to operate an independent clown-themed haunted house. Since it is not connected to the current operation, it requires its own Specific Use Permit (SUP). The Planning and Zoning Commission recommended approval of this item at their July 14, 2016 meeting. The Comprehensive Land Use Plan has the location dedicated as commercial, so there is no issue with the SUP being approved in the zoning district.

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

Nobody chose to speak during the public hearing.

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

In answer to questions from Council, Mr. Sanchez affirmed that there were no special restrictions such as operating hours for Moxley Manor's current operation. He stated that during the public hearing at the Commission meeting, there were questions regarding the hours of operation, which around the holiday times are later, but during most evenings is 10:00 p.m. He further affirmed that this SUP is the same type as the one for the current operation.

Motioned by Councilmember Fisher, seconded by Councilmember Sartor, to approve an ordinance to rezone Lots 1A and 1B, Harwood Village Shopping Center Addition, located at 510 Harwood Road Suite K, Bedford, Texas from (H) Heavy Commercial to (H/SUP) Heavy Commercial/Specific Use Permit/Indoor Amusement Center, specific to 3.2.C(13)g of the City of Bedford Zoning Ordinance, allowing for Moxley Manor to operate an indoor amusement center. The property is generally located south of Harwood Road and west of Brown Trail. (Z-299)

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

**5. Public hearing and consider an ordinance to rezone Lot A, Block 1, First United Methodist Church Addition, located at 1101 Airport Freeway, 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/Child Care Facility, specific to 3.2.C(3)d of the City of Bedford Zoning Ordinance, allowing for Wayne Rowe to operate a child care facility. The property is generally located north of Airport Freeway and west of Bedford Road. (Z-300)**

Mr. Sanchez presented information regarding this item, which is for a Specific Use Permit (SUP) request for 1101 Airport Freeway to allow Wayne Rowe to operate a child care facility. The property was part of the highway expansion and a portion of the front lot was taken for the feeder road. He understands the building has been vacant for several years and the daycare would operate out of the existing building, with the addition of a playground area on the northeast side of the property. The Planning and Zoning Commission recommended approval of this item at their July 14, 2016 meeting. The Comprehensive Land Use Plan designates the property as commercial. In answer to questions from Council, Mr. Sanchez stated that the masonry fence between the property and the neighboring residential property is pre-cast to look like wood slats. Along the eastern property line, there is a chain-link fence that wraps the eastern property line and cuts back towards the building to the west, and is where the proposed play area is designated on the site plan. There was discussion on the fencing around the playground being a chain link fence and the existing masonry fence. Mr. Sanchez stated that the City is not allowed to issue a building permit to install permanent structures in the utility easement, so the applicant had to designate the play area on the site plan showing that it was outside the easement.

In answer to questions from Council, the applicant, Wayne Rowe, 3261 Silent Creek Trail, Hurst, stated that the actual entrance to the parking lot is not directly off the highway but the facility is easily accessible from the highway; that from a security standpoint, it would have surveillance cameras and the extensive security that any childcare facility would have; that exit plans would be well documented; that they have to get a license through the State and the Texas Department of Family and Protective Services (DFPS); that the chain link fence is already existing and the playground area is in the back yard area, while avoiding the easement; that there is an area of the chain link fence that needs to be repaired where it was run into, but he is not aware of an area where one can get under the fence; and that since part of the parking lot is in the 100-year flood plain, they are working on an evacuation plan as part of their plans and procedures to be given to parents, DFPS and the Fire Department. There was discussion on a chain link fence that is physically on the property but is not on the survey.

Mayor Griffin opened the public hearing at 7:19 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 7:19 p.m.

In answer to further questions from Council, Mr. Sanchez stated that if another person wanted to operate out of the building, they would need to get a new SUP.

Motioned by Councilmember Turner, seconded by Councilmember Champney, to approve an ordinance to rezone Lot A, Block 1, First United Methodist Church Addition, located at 1101 Airport Freeway, 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/Child Care Facility, specific to 3.2.C(3)d of the City of Bedford Zoning Ordinance, allowing for Wayne Rowe to operate a child care facility. The property is generally located north of Airport Freeway and west of Bedford Road. (Z-300)

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

**6. Public hearing and consider a resolution authorizing the installation of road humps at three locations on Michael Sean Drive.**

Streets and Traffic Manager Bill Lankford presented information regarding this item, which is a resolution to install road humps at three locations on Michael Sean Drive. In August of 2015, Public Works staff received a request from residents on Michael Sean for the installation of road humps pertaining to Ordinance 2213. Staff confirmed that the street was not listed as an emergency response route. In August of 2015, the City received a petition, which met the criteria of the ordinance. In September of 2015, staff was advised that a traffic study was needed per the Public Works Director. These studies were performed on the week of October 23 and December 4, 2015, and January 14, 2016. In February of 2016, authorization from property owners was received for road hump sign installation on Michael Sean, Dover Lane, and Devon Court. In May of 2016, door hangers were delivered to affected residents for them to express support or objection to the proposed installations. Of the 18 responses received, ten were in favor, two were maybes, and six were opposed. All non-responses were assumed to be in support of the installation. In July of 2016, advertising for the public hearing was placed in the Star-Telegram. If this item is approved, a statement of costs will be submitted to the applicant. The current cost estimate is \$1,950 for three road humps and \$800 for four signs. The costs to the residents, per the ordinance, is \$700 per road hump, for a total of \$2,100. The cost to the City should be \$650. If full payment is not received in six months, Michael Sean would be removed from the list of approved streets. Over the previous 15 years, the maintenance for the road humps on Spring Valley Drive and Oakgrove Lane has been \$7,448, or \$931 per road hump. In answer to questions from Council, Mr. Lankford confirmed that it is typical for residents to pay for road humps per the ordinance; that the issue on Michael Sean is namely speed; that other mitigation devices were used including the Police Department speed trailer and volunteers, and the Police working the area on more than one occasion; and that letters of permission were received from the property owners regarding the installation of signs. There was discussion on property owners coming back and wanting to have the humps removed, to which Mr. Lankford stated they would have to go through the same process for the removal.

Mayor Griffin opened the public hearing at 7:29 p.m.

Steve Slayton, 1125 Michael Sean Drive, Bedford – Mr. Slayton stated that he put the petition together. The biggest problem is that speed has gotten higher and higher over the last couple of years. The Police Department did write some tickets, including on a vehicle going 45 miles per hour (mph). People are using the street as a cut across and are not considering property, children or pets. He discussed a vehicle that was driving so fast, that it could not stop at the other end and hit the low water crossing, knocking out the motor mounts. He discussed his neighbor's eight-year old granddaughter who commented that vehicles fly down the street. He stated that vehicles that speed could go into somebody's house and it is not safe.

Rod Green, 1141 Michael Sean Drive, Bedford – Mr. Green stated that has lived in his house for 19 years, which is at the crest of the street. It is used as a cut-through for parents delivering their children to Bedford Heights Elementary School, and in the mornings when they are running late, they really travel fast. He was glad his neighbor took this on as a project and stated that if this issue is not solved, there will be some accidents and injuries.

Bobby Little, 1153 Michael Sean Drive, Bedford – Mr. Little stated that he has lived in that location for five years and Bedford for 15 years. He has a four-year-old daughter, and three boys. He has not witnessed anything of the kind spoken about previously. The street is essentially a dead end road that goes into a cul-de-sac and cars have to take 90 degree cut backs. It is a really small street with 18 houses and vehicles have to work to get going that fast. He stated there must be some instances of one person who

decides to be lawless; however, it is one of the safest streets he has ever lived on. He stated that there is misrepresentation with his household being on the list as a supporter. The petition was given to him twice and he thought it was a bad idea; however, while he was not home, his wife and one of his sons signed it because it was presented as being about safety and children. There is a misrepresentation of the situation as well, since there has not been a problem on the street for 18 years. He did not think that speed humps would cut down on speeders as there are only two in the whole City. One is on Oakgrove, which is an obvious cut-through and very commercialized. When one goes to sell their house and there are road humps on the street, it represents that the street is dangerous and has a lot of traffic, which he did not think is representative of what is going on.

Carolyn Bauchman, 1105 Michael Sean Drive, Bedford – Ms. Bauchman stated that there needs to be an understanding of the street's configuration. It starts at McLain Road and Cummings Drive, with a stop sign on either end. On McLain, there is no stop sign, so cars come around the corner and keep going. They have no reason to slow down and start from a stop. It is the same from Cummings coming onto Michael Sean as cars go around the corner, start up the street and do not slow down. She had her mailbox taken out by somebody speeding down the street. There are no stop signs at Dover and Devon because they access Michael Sean and if there are no stop signs, the law says one has to slow down and have access. During the school year, people use it to access to Cheek-Sparger Road, so it is not a low-volume residential street.

Eric and Sabrina Vigil, 1124 Michael Sean Drive, Bedford – Ms. Vigil stated that they have lived there over two years and have two small children, including one that attends Bedford Heights, and have never seen any of the issues that were being discussed. There is a 90 degree turn onto the street and at the corner it is difficult to take a high speed and continue going. From what they have seen, vehicles travel at normal speeds. When looking at homes, they saw the speed humps on Oakgrove, and they would not live on a street with road humps as it presents the appearance of an unsafe street. Road humps are also unsightly and take away from property values. It is a very quiet neighborhood and they are frequently out in their front yard and walk their pets. She stated that they are vehemently against the request.

Jerry Hunt, 1129 Michael Sean Drive, Bedford – Mr. Hunt stated that it has been a quiet street and has lived there for 30 years but it has gotten speedier over the last five years. He discussed the vehicle mentioned by Mr. Slayton and stated it must have been going 70 to 80 miles per hours, and something is needed to slow down the vehicles. When vehicles turn off of Cummings onto Michael Sean, they do not slow down and by the time they get to the houses of two of the previous speakers, they do slow down because there is a stop sign.

Marybeth Garcia, 1149 Michael Sean Drive, Bedford – Ms. Garcia stated she was opposed to the speed humps. She appreciated the concerns her neighbors have for children and pets. She has two children that attend Bedford Heights and they have not had any of the issues or concerns of her neighbors She does have a concern how the speed humps will impact emergency responders. In regards to the vehicle mentioned by Mr. Slayton and Mr. Hunt, she stated the driver would have been reckless even with speed humps. If this is the one incident her neighbors have to point to, she did not feel it justified putting speed humps on the street.

Matt Coburn, 1113 Michael Sean Drive, Bedford – Mr. Coburn stated that he has three small children and would not let them play in the front yard because of speeders. Coming down Dover, if there are not speed humps, a vehicle could fly into his daughter's bedroom. The discussion is about safety, and if a couple of speed humps will slow people down, it does not seem to be a bad idea.

Melody Coburn, 1100 Michael Sean Drive, Bedford – Ms. Coburn stated that she lives at the corner of Michael Sean and Cummings and it is abuse all day. She has lived there 26 years and it has never been an issue until the last two or three years, and she does not know what caused the change. There are violations all day long. She stated a stop sign at the corner would be wonderful in order to get momentum stopped. Though road humps may be an inconvenience, it is trumped by safety.

There was discussion on the results of a Police Department speed survey and having stop signs at Dover and Cummings.

Mayor Griffin closed the public hearing at 7:50 p.m.

In answer to questions from Council, Mr. Lankford stated that the Manual of Uniform Traffic Devices from the Federal Highway Administration specifically forbids stop signs for being used for speed control. The option for stop signs is if there are sight obstructions or if it is an in-turn for a traffic signal. Neither of these issues exist in that area that would warrant a study for a stop sign. He stated the speed trailer gives the average speed, not the 85th percentile, which is used for engineering studies. The average speed in the area was between 15 and 30 mph. For the traffic study, counters were placed for multiple days at three locations, the first between Michael Sean and Devon, the second between Devon and Dover, and the third between Dover and Cummings. Per the ordinance, there had to be a minimum of 300 vehicles per day. For the October 23, 2015 study, there were 506 vehicles at the first counter, with an average speed of 26 mph, and the 85th percentile was 34 mph. At the second counter, there were 400 vehicles per day, with an average speed of 30 mph, and the 85th percentile was 33.15 mph westbound and 51.25 mph eastbound. At the third counter, there were 270 vehicles per day, with an average speed of 25 mph, and the 85th percentile was 30 mph. For the second study performed the week of December 1, the 85th percentile speeds between Michael Sean and Devon were 38 mph and 36 mph respectively, with an average speed of 28 mph. Between Devon and Dover, there was an average of 408 vehicles per day, with an average speed of 30 mph, and the 85th percentiles were 37 mph eastbound and 55.22 mph westbound. At Dover and Cummings, there were an average of 320 vehicles per day, with an average speed of 24 mph, and the 85th percentile was 30 mph. For the final speed study the week of January 14, 2016, there was an average of 378 vehicles per day, with an average speed of 26 mph, and the 85th percentiles were 29 mph and 33 mph. At Devon and Dover, there was an average of 304 vehicles per day, with an average speed of 26 mph, and the 85th percentile was 30 mph. Between Dover and Cummings, there was an average of 274 vehicles, per day, with an average speed of 25 mph, and the 85th percentiles were 24.7 mph westbound and 37 mph eastbound.

In answer to further questions from Council, Mr. Lankford stated that nothing has changed as far as the design of road humps since those on Oak Valley and Spring Valley were installed 15 years previously. In regard to stop signs and the Manual of Uniform Traffic Designs, City Attorney Stan Lowry stated that the manual does not create liability but instead is a component of liability should a municipality be brought into litigation over the use of a traffic control device. In answer to a question from Council regarding evidence or studies that show road humps reducing accidents, Police Chief Jeff Gibson commented that anything to slow down speed would make a difference. There was discussion that the residents closer to McLain did not seem to have the problem that the residents have who live closer to Cummings. In answer to questions from Council, Mr. Lankford stated that the petition was approved by 80 percent of the residents; that if two people signed from the same address, it was classified as one; and that the stop sign at King Drive and Wade Drive went through the process of a stop sign warrant and there were sight obstructions at the intersection. In regard to the speaker who said the petition shows they approved of the road humps but that they did not in fact approve of them, City Manager Roger Gibson stated that more than one family member in a household can have a different opinion on a particular matter; and that 82 percent of residents wanted road humps. He further stated that in his experience in law enforcement, he did not recall an incident of vehicle leaving the road and running into a house occurring on a street that had road humps. In answer to further questions from Council, Mr. Lankford confirmed that the residents have six months to collect the funds and give them to the City. He stated that there are no posted speed limit signs on Michael Sean; that unless there is a different speed posted, per State law, the speed limit is always 30 mph; that speed limit signs could be posted at the location but he does not endorse "Children at Play" signs; and that people who would disobey a stop sign most likely would disobey any other kind of sign. There was discussion on educational problems in relation to the 30 mph speed limit State rule; the parameters to install a stop sign; and new technology to alert people that they need to slow down including signs that have LEDs using by solar power, which are expensive.

Motioned by Councilmember Fisher, seconded by Councilmember Champney, that in the interest of safety, with 80 percent of people signing the petition, as well as the evidence of excessive speeds, to approve a resolution authorizing the installation of road humps at three locations on Michael Sean Drive.

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

**7. Consider an ordinance amending the City of Bedford Code of Ordinances, Chapter 114, Article II, Section 114-42 "Prohibited turns at Intersections" to include the specific location listed for**

**intersections at which drivers of vehicles shall only make a right turn where an authorized sign clearly indicates that “Right Turn Only” is permitted.**

This item was approved by consent.

- 8. Consider a resolution authorizing the City Manager to enter into a contract with the Hurst-Euless-Bedford Independent School District to provide two School Resource Officers for the 2016/17 school year, in the amount of \$158,466, paid for by the District.**

This item was approved by consent.

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

This item was approved by consent.

- 10. Receive the 2016 Ad Valorem Tax Roll from the Tarrant Appraisal District as certified by the Chief Appraiser, Jeff Law.**

Administrative Services Director Cliff Blackwell presented information on this item and Item #11. Pursuant to Section 26.04 of the Tax Code, the chief appraiser must submit the certified tax roll to the governing body by August 1 or as soon thereafter as practicable. Further, the tax collector must also certify the anticipated collection rate to the governing body by August 1 or as soon thereafter as practicable.

The certified tax roll for tax year 2016 was what staff used to propose and fund the budget for Fiscal Year 2017. The certified value is \$3,390,275,174, which is the taxable value of all taxable properties throughout the City. The Tarrant Appraisal District submits to local governments properties that are under protest, and those valuations are not included in the certified value. Other properties are considered incomplete. The District gives an estimated net taxable value that incorporates an anticipated conclusion of those properties under protest and the incomplete values, which for Bedford is \$3,566,086,055. This represents an increase from the previous year of 11.7 percent. The last time the City had such a significant increase was in 2007, which had a 5.93 percent increase. Residential valuations increased 11.8 percent, from \$2B the previous year to \$2.3B. Commercial valuations increased 16.8 percent, from \$1B the previous year to \$1.2B. There was an impressive amount of growth from the previous year to the current year, but he does not anticipate such record numbers the following year. With this potential growth, it lends itself to effective and rollback rates moving in the opposite direction. He stated the anticipated collection rate is always at 100 percent; if the City certifies a collection rate that is not 100 percent, the tax assessor/collector measures the collection ratio throughout the year and measures the amount in excess of the collection rate, which is used in the following year's truth-in-taxation calculations and drives down the debt rate.

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

This item was discussed along with Item #10.

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

Strategic Services Manager Meg Jakubik presented information regarding this item, which is to call the public hearings on the tax rate. The effective rate is \$0.448259 per \$100 valuation. The proposed rate, which is equal to the rollback rate, is \$0.476509 per \$100 valuation. Council will be setting a maximum rate that would be considered as part of the budget process; if it is over the effective rate, two public hearings will need to be called, which staff is recommending to be on August 23 and September 6, 2016. The public hearings will be appropriately published for citizens to be notified. There was discussion on the statutory language for the motion; and the budget work session held the previous Friday, where the consensus of the Council was for the current tax rate to be the not-to-exceed number.

Motioned by Councilmember Farco, seconded by Councilmember Turner, to consider a tax rate of \$0.494830 per \$100 assessed valuation to be voted on the September 13, 2016 agenda, and schedule a

public hearing to discuss the tax rate on Tuesday, August 23, 2016 at 6:30 p.m. at Bedford City Hall and a second public hearing to discuss the tax rate on Tuesday, September 6, 2016 at 6:30 p.m. at Bedford City Hall.

Motion approved 6-1-0. Mayor Griffin declared the motion carried.

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

Voting in opposition to the motion: Councilmember Gebhart

**13. Call a public hearing on the proposed FY 2016-2017 budget to be held on August 23, 2016 at 6:30 p.m. in the City Hall Council Chambers.**

Motioned by Councilmember Sartor, seconded by Councilmember Gebhart, to call a public hearing on the proposed FY 2016-2017 budget to be held on August 23, 2016 at 6:30 p.m. in the City Hall Council Chambers.

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

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

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

Councilmember Fisher reported that updated statistics from the Animal Shelter are available online.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported that the Commission is working on preparations for the fall.

✓ **Community Affairs Commission - Councilmember Farco**

Councilmember Farco reported that the Board will meet the following Thursday at 5:30 p.m.

✓ **Cultural Commission - Councilmember Champney**

Councilmember Champney reported that the Commission met the previous evening and the primary topic was the Danny Wright performance at the Old Bedford School. Over 70 tickets have been sold and he gave credit to Roger Gallenstein for his efforts in pulling the event together. There will be a cellist that will also be performing. The event will start at 7:30 p.m. with a reception, with Mr. Wright's performance starting at 8:00 p.m. They also discussed dates for ArtsFest in April on the following year. There was discussion on a recent art event and a three-day art class attended by people from different states. Councilmember Champney gave credit to Commission Member Josh Santillan who has been driving those efforts. He invited people to see the art displays in the empty storefronts and Mr. Santillan's art center at the shopping center at Harwood Road and Central Drive.

✓ **Library Advisory Board - Councilmember Farco**

Councilmember Farco congratulated the 224 children who read over 2,500 minutes for the Summer Reading Club. Children read over 1.2M minutes this summer. The City did a great job promoting summer reading. The Mayor and Dr. Griffin handed out awards the previous Saturday.

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

Councilmember Sartor reported that the Board met August 4, 2016 at the Old Bedford School. He thanked staff for the "Pokemon Go" event. One of the comments he heard several times were from people that did not know about the Boys Ranch Park, meaning the event attracted people from a large area to the City. There is still a large amount of people at the Park. He encouraged people to go to the City's various Facebook pages and like them, since many events like "Pokemon Go" are advertised on them. The City's

website has information about activities. He asked for patience regarding the repair on the east pavilion at the Boys Ranch, which is structural but not safety-related.

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

Councilmember Gebhart reported that the Board will resume meetings in September.

✓ **Senior Citizen Liaison - Councilmember Turner**

Councilmember Turner reported that staff is meeting to organize new activities for the upcoming year. In regards to the "Pokemon Go" craze, there was a problem with parking at the Senior Center, including no spaces being available at a recent dance. There were a number of complaints but the problem has been addressed.

**15. Council member Reports**

Councilmember Farco congratulated staff on the "Pokemon Go" event at the Boys Ranch. There were over 3,000 people in attendance and the event was put together practically overnight. On any day, one can see children chasing virtual creatures and experiencing the park. He thanked the Mayor and Council Members that attended. The event was free to the citizens and the City received a lot of great feedback.

Mayor Griffin discussed working together in community, including the three cities and partnering with the School District. On Saturday, 6 Stones will be hosting a back-to-school backpack event.

**16. City Manager/Staff Reports**

City Manager Roger Gibson thanked Council for their recognition of staff's efforts on the "Pokemon Go" event.

**17. 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 8:35 p.m.

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Jim Griffin, Mayor

ATTEST:

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Michael Wells, City Secretary



# Council Agenda Background

**PRESENTER:** Emilio Sanchez, Planning Manager

**DATE:** 08/23/16

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

**ITEM:**

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 Eules 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)

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The subject property is generally bound by Airport Freeway to the south and Industrial Boulevard to the east, with the site currently being used as a community garden with a pavilion. The applicants are requesting to amend the current SUP for the property, allowing for the addition of an amplified public announcement system, additional garden sites, along with possible sites for future events, such as the recent “touch-a-truck” event. They also intend to add an all-weather road that will be constructed to hold the wheel load of an emergency response vehicle in case of an emergency onsite. They also propose the addition of three food truck sites at the end of the all-weather road.

The Planning and Zoning Commission recommended approval of this application at their July 28, 2016 meeting by a vote of 5-0-0.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of 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 Eules 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)

**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 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)

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 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)

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:
- Tract 7G, Abstract 860, William H Jasper Survey, and Lot 3R, Block 1, Crossroad East 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.

**ORDINANCE NO. 16-**

**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 23rd day of August, 2016 by a vote of \_\_\_ ayes, \_\_\_ nay and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

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**Jim Griffin, Mayor**

**ATTEST:**

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**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

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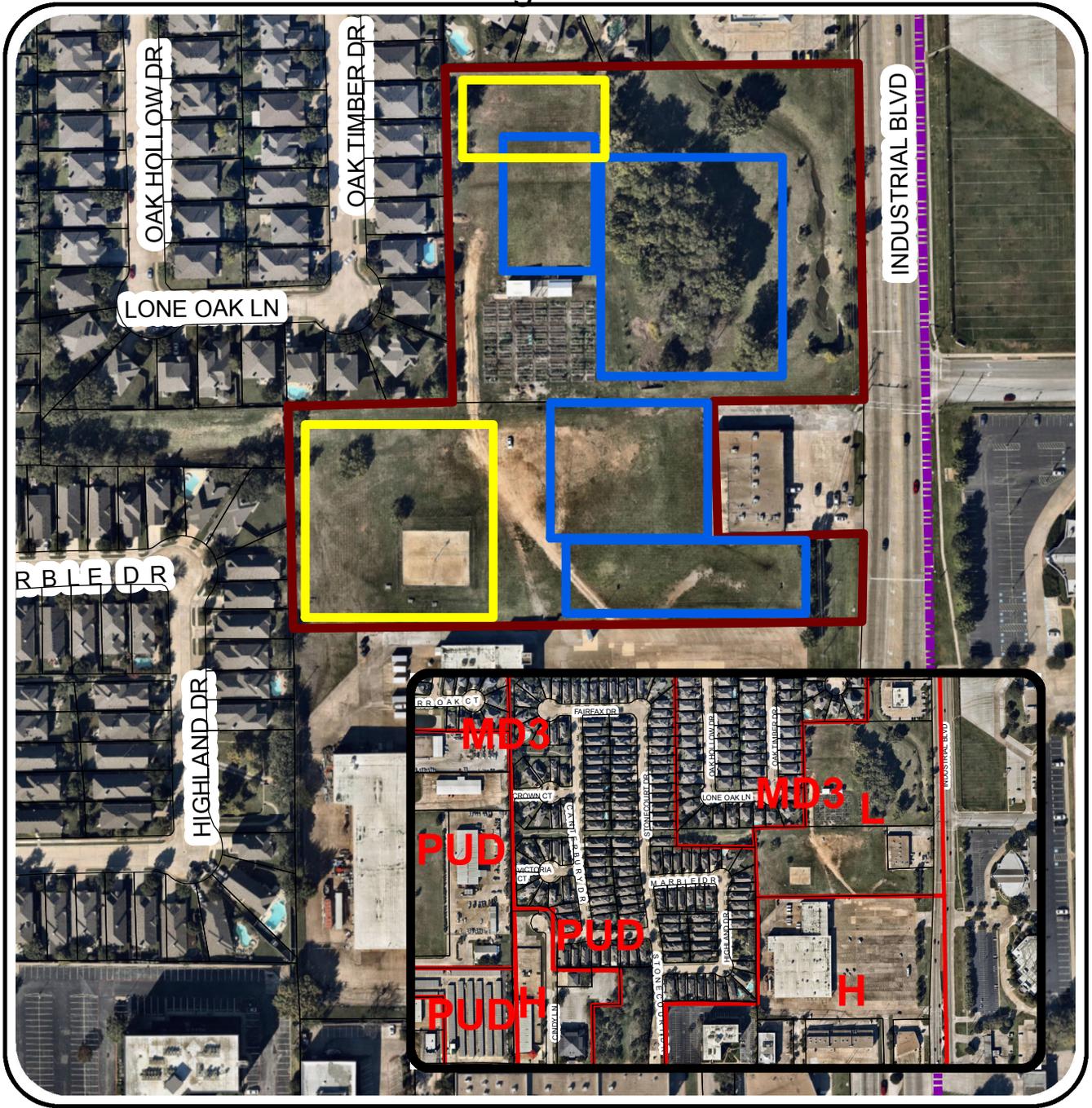
**Stan Lowry, City Attorney**





Touch A Truck Event

PZ-2016-50024 209 & 401N Industrial BLVD  
 Zoned "L" Light Commercial

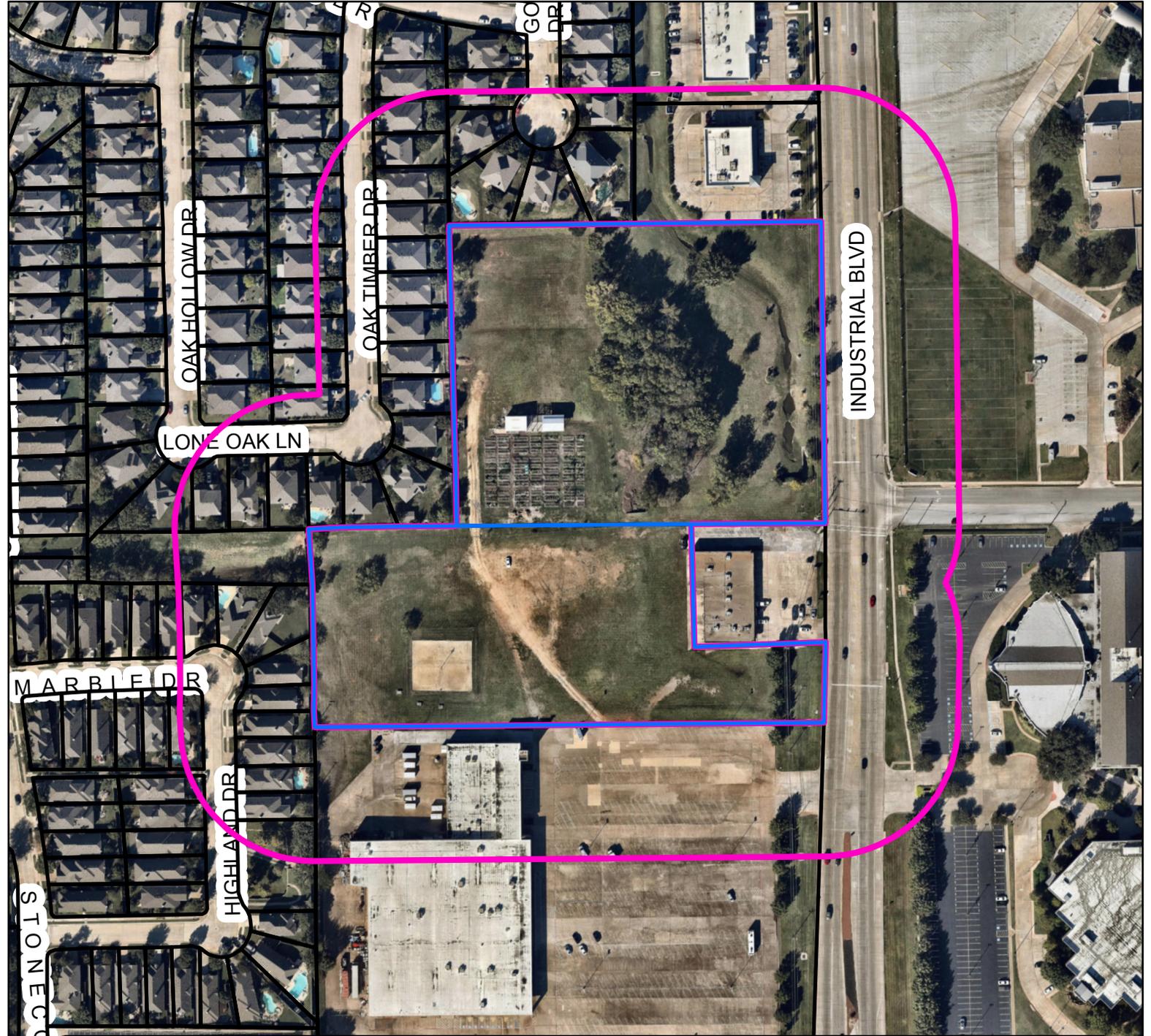


**Legend**

- Proposed Property
- Proposed Event Sites
- Proposed Agriculture Sites

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Applicants Signature of Acknowledgement



**Hearing**

**Date: 7-28-2016 PZ-2016-50024**

**Address: 209 & 401 N. Industrial BLVD  
Bedford, TX 76021**

**Legal Description:**

**Tr 7G, Abstract 860 of the William H Jasper Surv  
Lot 3R, Block 1, Crossroad 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.



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

**PZ-2016-50024**

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF JULY 28, 2016**

**DRAFT**

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was given.

**APPROVAL OF MINUTES**

- 1. Consider approval of the following Planning and Zoning Commission meeting minutes: July 14, 2016 regular meeting**

Motion: Vice Chairman Hall made a motion to approve the meeting minutes of the July 14, 2016 regular meeting.

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

Ayes: Commissioner Davis and Vice Chairman Hall

Nays: None

Abstention: Commissioners Reese, Stroope, and Vice Chairman Hall

Motion approved 2-0-3. Chairman Carlson declared the July 14, 2016 meeting minutes approved.

**PUBLIC HEARINGS**

- 2. Zoning Case PZ 2016-00050024, public hearing and consider a request to rezone Tract 7G, Abstract 860, William H Jasper Survey, and Lot 3R, Block 1, Crossroad East Addition, located at 209 & 401 N. Industrial BLVD, 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 Eules to increase and expand their community garden amenities. The property is generally located west of Industrial Blvd and north of Airport Freeway. (PZ 2016-00050024)**

Emilio Sanchez, Planning Manager, reviewed zoning case PZ 2016-00050024.

Scott Sheppard, petitioner, 303 Timberlane Terrace, Eules, Texas.

The current community garden at 6Stones has been a great success. Half of the produce grown goes back into their food bank.

There has consistently been a backlog of people on a waiting list who want beds in their community garden. 6Stones wants to expand the garden to meet their needs.

6Stones would like to establish a relationship with the Beautification Committee and Tarrant County Master Gardener program; 6Stones would schedule events with them, which would bring people into the City.

The church occasionally uses the community garden area for picnics, concerts, and other events. With the community garden expansion, they could open it up and host larger events.

Lighting is not permanent; it has been running on a generator. Permanent lighting will only be utilized during events.

6Stones and the adjoining neighborhood have a great relationship. The HOA (Home Owner's Association) and 6Stones work together on events throughout the year.

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES OF JULY 28, 2016**

**DRAFT**

The only training facility that the Tarrant County Master Gardener program currently has is located at TCC (Tarrant County College) – South Campus. 6Stones has been working with the Master Gardener program and would like to expand their program through the community garden. The preliminary design for the community garden is a collaborative effort between 6Stones and Master Gardener program.

6Stones would like to work with the Bedford Beautification Committee to teach people how to garden locally rather than across town at TCC – South Campus.

There are currently three sizes of the garden beds. The price ranges from \$30 to \$50 annually. 6Stones provides live earth, water, and seeds (if available). The fee is to help offset some of the cost 6Stones incurs.

There are some trees planted around the perimeter of the existing community garden. They would like to plant more trees, including fruit producing trees, for food and to dress that area up.

Chairman Carlson opened the public hearing at 7:14 p.m.

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

**Motion:** Commissioner Reese made a motion to approve zoning case PZ 2016-00050024.

Vice Chairman Hall seconded the motion and the vote was as follows:

**Ayes:** Commissioners Stroope, Reese, Davis, Chairman Carlson, Vice Chairman Hall

**Nays:** None

**Abstention:** None

Motion approved 5-0-0. Chairman Carlson recommended approval of zoning case PZ 2016-00050024.

**ADJOURNMENT**

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

**Ayes:** Commissioners Stroope, Reese, Davis, Chairman Carlson, Vice Chairman Hall

**Nays:** None

**Abstention:** None

Motion approved 5-0. Chairman Carlson adjourned the Planning and Zoning Commission meeting at 7:17 p.m.

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

**ATTEST:**

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



CITY OF  
**BEDFORD**

2000 Forest Ridge Drive - Bedford, TX 76021  
(817)952-2100 [www.bedfordtx.gov](http://www.bedfordtx.gov)

August 4, 2016

PLEASE DELIVER TO:  
Legal Publications  
Attn: Christine Lopez  
Fort Worth Star-Telegram  
400 West 7<sup>th</sup> Street  
Fort Worth, TX 76102

SENT VIA E-MAIL: [clopez@star-telegram.com](mailto:clopez@star-telegram.com) on Friday, August 5, 2016.

FROM:

City of Bedford  
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Sunday, August 7, 2016.

MESSAGE:

CITY OF BEDFORD  
PUBLIC HEARING

The City of Bedford City Council gives notice of a public hearing on Tuesday, August 23, 2016, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Public hearing and consider an ordinance to rezone Tract 7G, Abstract 860, William H Jasper Survey, and Lot 3R, Block 1, Crossroad East Addition, located at 209 & 401 N. Industrial BLVD, 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 Eules to increase and expand their community garden amenities. The property is generally located west of Industrial Blvd and north of Airport Freeway. (PZ-SUP-2016-50024)

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



# Council Agenda Background

<b><u>PRESENTER:</u></b> Meg Jakubik, C.G.F.O., Strategic Services Manager		<b><u>DATE:</u></b> 08/23/16
<b>Council Mission Area:</b> Be responsive to the needs of the community.		
<b><u>ITEM:</u></b>  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.  City Attorney Review: N/A  City Manager Review: _____		
<b><u>DISCUSSION:</u></b>  Article IV, Section 4.06 of the City Charter states that “At the time advertised or at any time to which such a public hearing shall be adjourned, the council shall hold a public hearing on the budget as submitted, at which time all interested persons shall be given an opportunity to be heard for or against the estimates or any item therein. After the conclusion of the public hearing, the council may make such changes, if any, in the budget as in their judgment the law warrants and the best interests of the taxpayers of the city demand. The budget, as amended, shall then be adopted by ordinance which shall also fix the property tax rate per one hundred dollars (\$100.00) assessed value, which shall apply to the current tax year.”  In accordance with the requirements in the City Charter, the budget for the City of Bedford, as compiled by the City Manager, has been submitted. On August 9, 2016, the City Council called for a public hearing to be held on August 23, 2016 to receive public comments on the budget.  Exhibit A to this agenda item reflects a summary of the budget as presented. An ad valorem tax of \$0.476509 per \$100 valuation is recommended to fund this budget. The maximum rate being considered by the City Council is \$0.494830 per \$100 valuation.  Upon conclusion of the public hearing, staff will be prepared to answer questions and provide additional information as needed.		
<b><u>RECOMMENDATION:</u></b>  Hold a public hearing to receive citizen comments on the proposed budget for FY2016-2017.		
<b><u>FISCAL IMPACT:</u></b>  N/A	<b><u>ATTACHMENTS:</u></b>  PowerPoint Presentation Exhibit A: Summary of Revenue and Expenditures by Fund	



# **FY 2016-17 Budget Public Hearing**

August 23, 2016

# Budget Strategy

- Council Goals & Requests
- Address Maintenance Concerns
- Staff Hiring & Recruitment
- Efficiency Improvements
- Program Expansions
- Equipment/Inventory Purchases

# Assumptions

- Conservative Sales Tax Growth
- Employee Compensation Program
- Fee Increases related to cost for providing services
  - Water & Sewer pass-through increase from TRA
  - Stormwater fee evaluation

# Cost of Services

- Customers Served:
  - 49,151 Citizens
  - ~230,000 vehicles traveling Airport Freeway per weekday
  - ~66,150 Event & Festival Attendance
- Operating Budget: \$69,349,538

# Services Provided





## *What a Bargain!*

- Average Taxable Home Value: \$168,609
- Tax Rate per \$100: \$0.476509



- Cost:
  - Per Year = \$803.44
  - Per Month = \$66.95
  - Per Day = \$2.20



# Financial Highlights

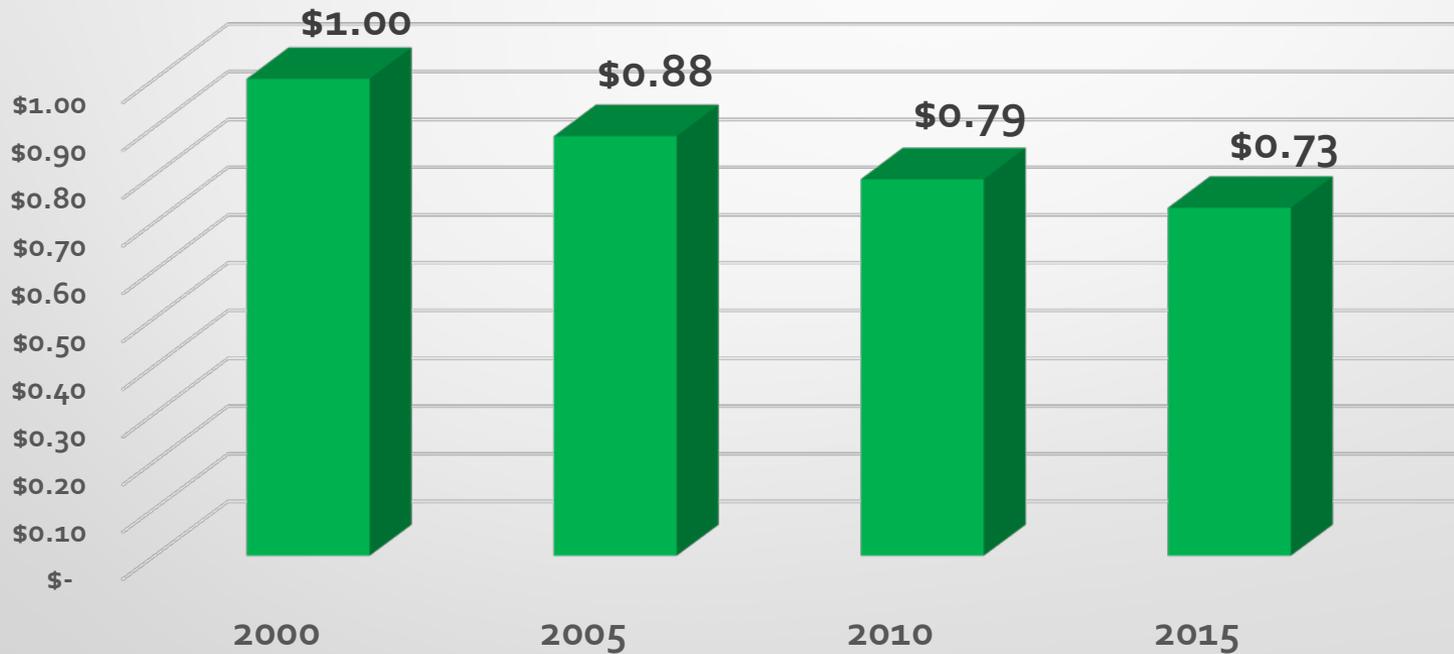
# Budget Highlights

<u>Fund</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Difference</u>
General Fund	\$32,692,239	\$32,684,357	\$7,882
Tourism Fund	\$1,345,600	\$1,289,378	\$56,222
Water/Sewer Fund	\$22,436,470	\$21,725,625	\$710,845
Stormwater Fund	\$1,496,470	\$1,466,024	\$30,446
Debt Service Fund	\$6,639,448	\$6,635,348	\$4,100
4B SIEDC Fund	\$2,740,650	\$5,191,240	(\$2,450,590)
Other Funds	<u>\$1,559,713</u>	<u>\$357,566</u>	<u>\$1,202,147</u>
<b>TOTAL BUDGET</b>	<b>\$68,910,590</b>	<b>\$69,349,538</b>	<b>(\$438,948)</b>

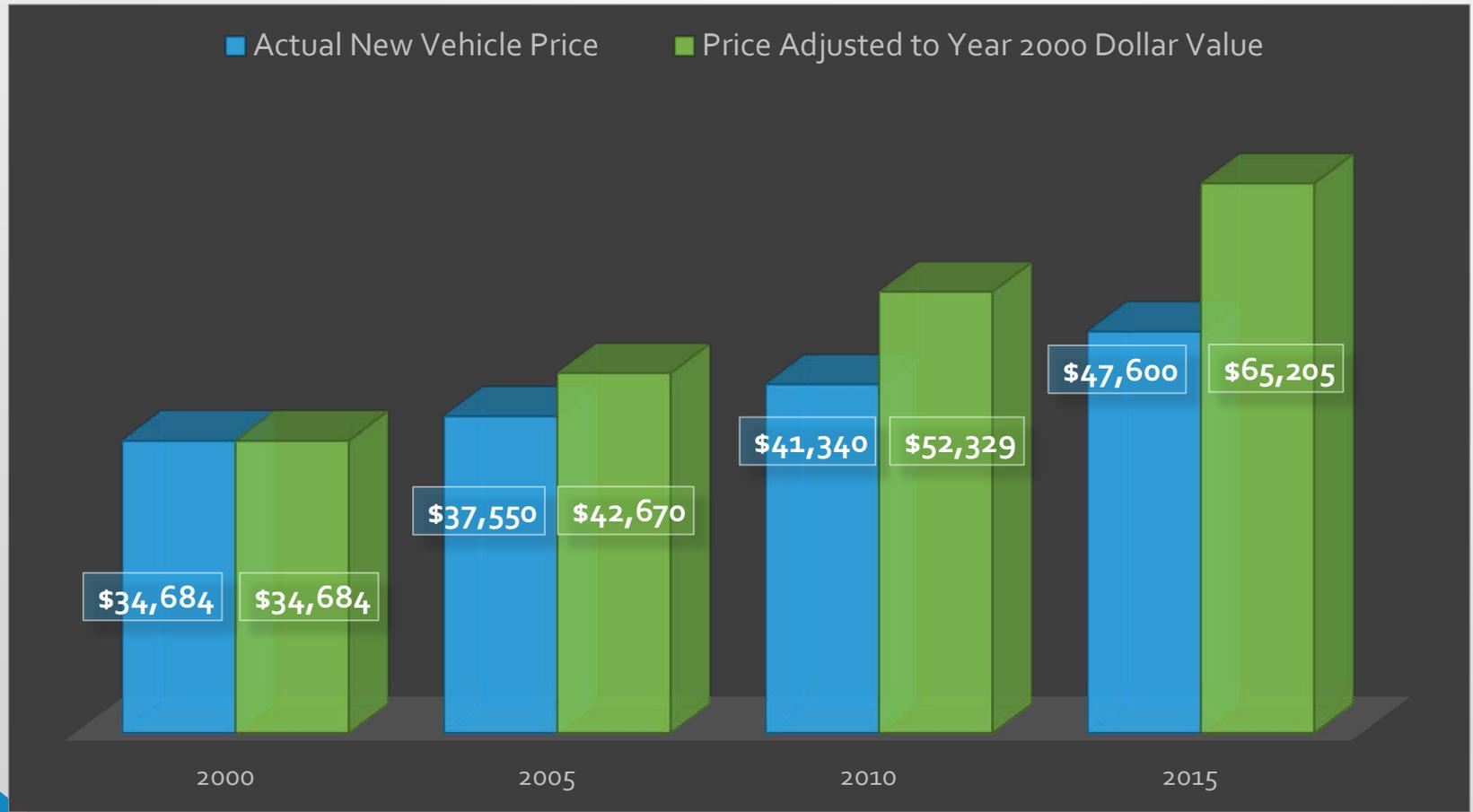
# Consumer Price Index (CPI) vs. Municipal Cost Index (MCI)

Type	2012	2013	2014	2015	2016	Avg. per year
MCI % Change	2.2%	1.8%	1.9%	-0.6%	0.0%	1.05%
CPI % Change	2.3%	1.5%	1.7%	0.2%	0.6%	1.28%

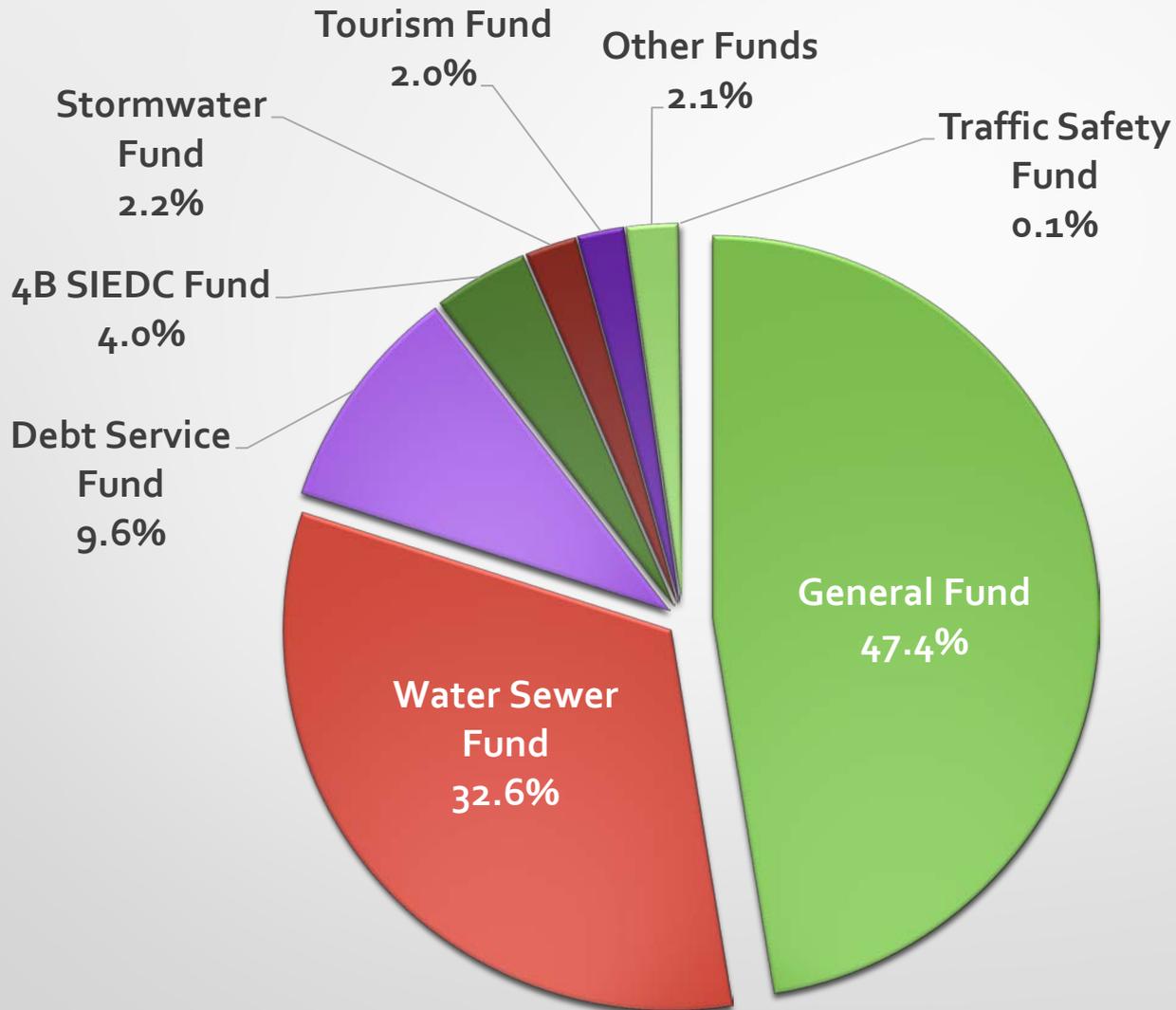
# Value of a Dollar – Over Time



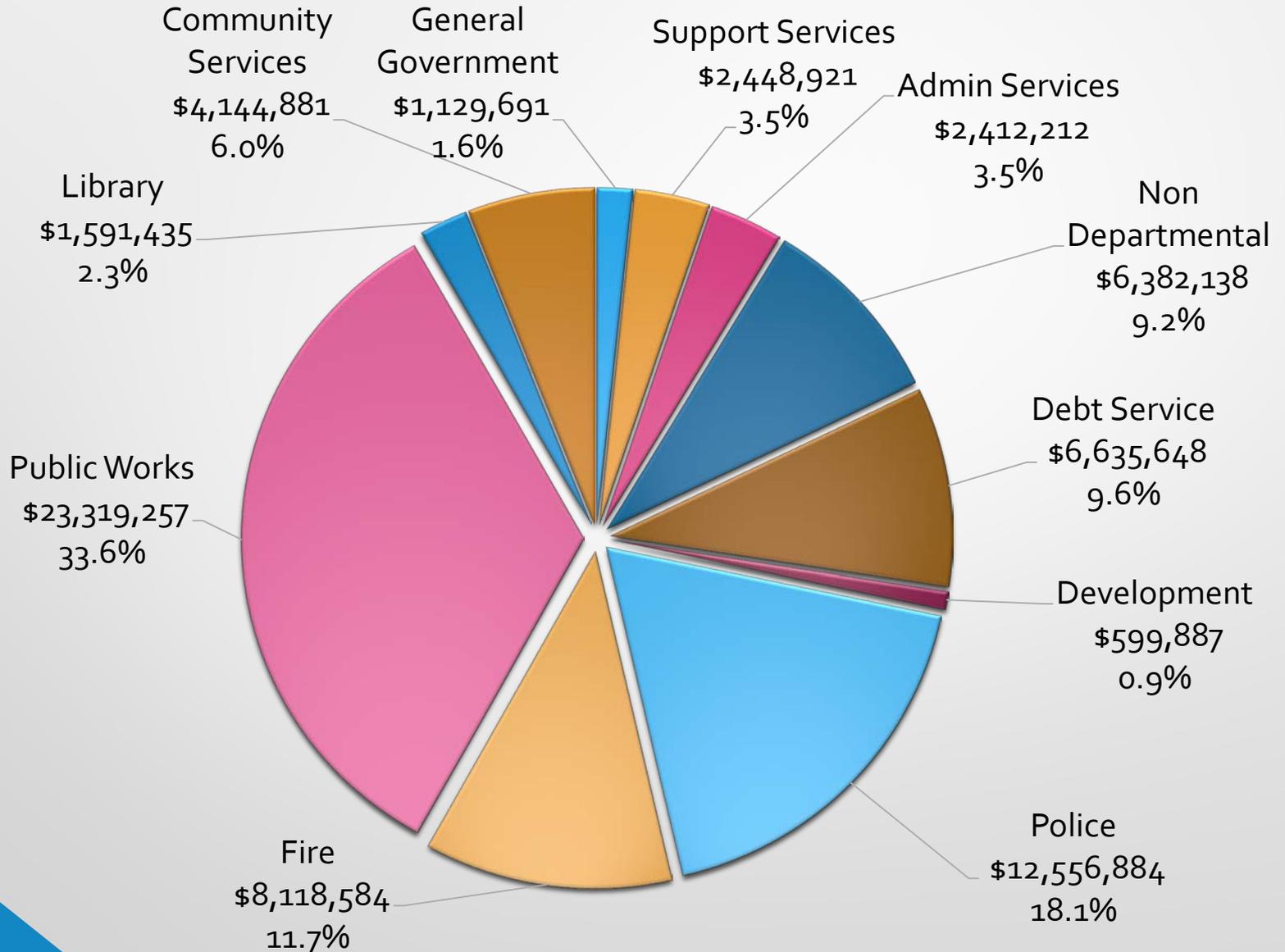
# Comparison Cost of Tahoe



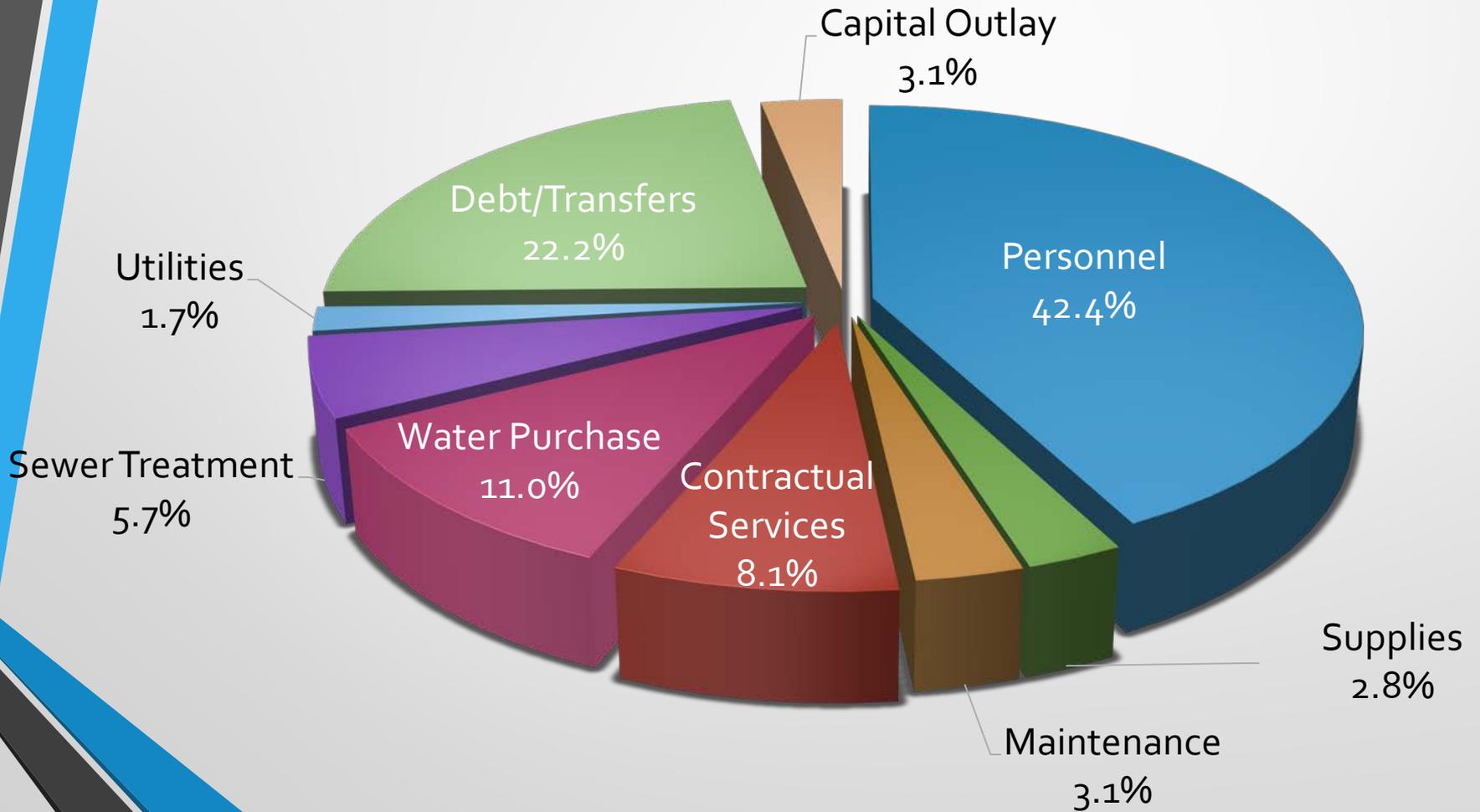
# REVENUES BY SOURCE



# Expenditures by Function



# Expenditures by Classification





# GENERAL FUND

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

# TAXABLE VALUE COMPARISON over the years

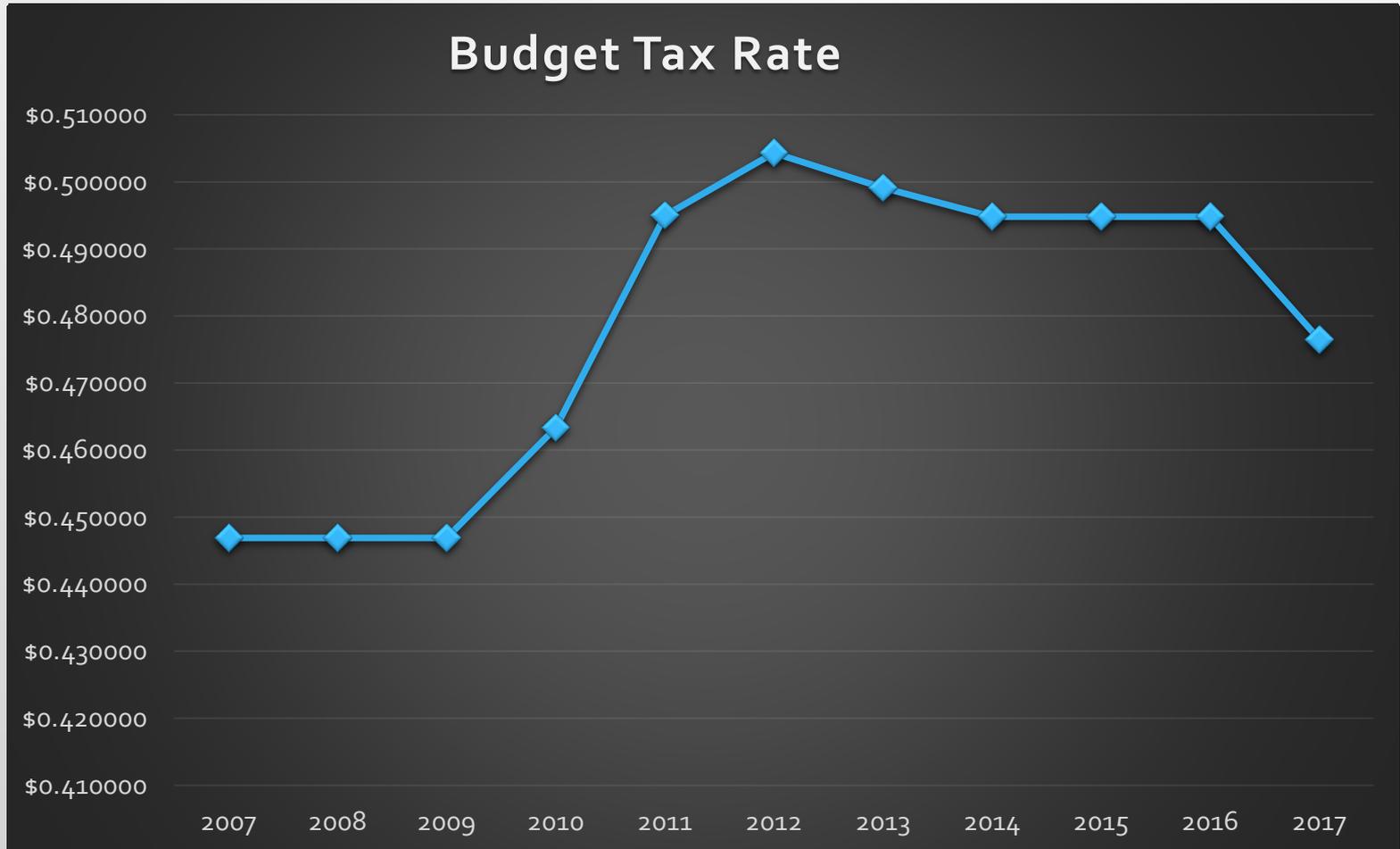
## Taxable Values



# Taxable Value Changes

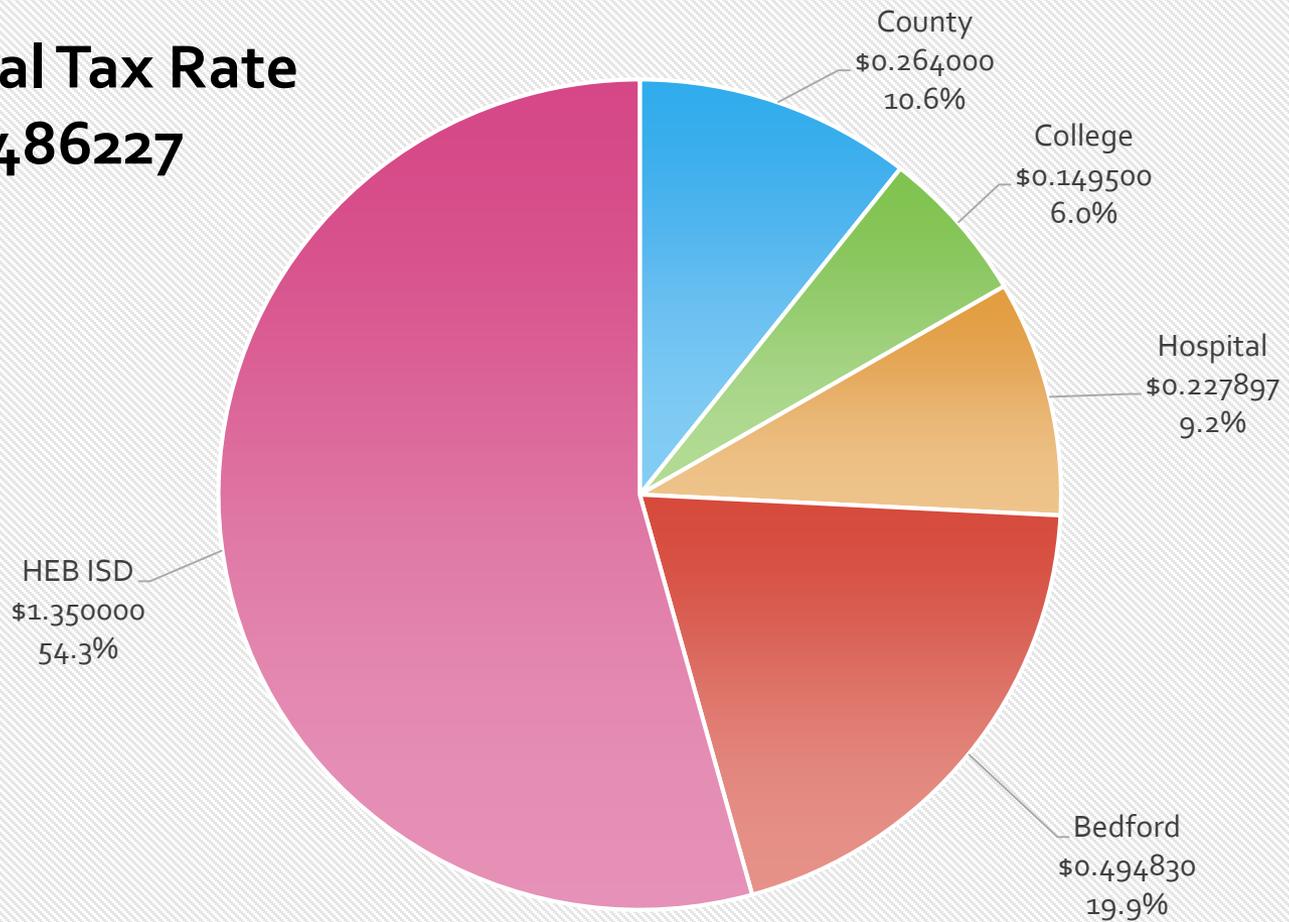
<u>Fiscal Year</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Taxable Value	\$3,532,898,897	\$3,178,202,388	\$3,117,035,902
New Construction	\$33,187,158	\$14,430,050	\$4,147,745
Total	\$3,566,086,055	\$3,192,632,438	\$3,121,183,647
Total Change	11.7%	2.3%	3.8%
Avg Market Value	\$195,837	\$167,497	\$166,472
Avg Net Taxable Value	\$168,609	\$151,264	\$152,234

# TAX RATE HISTORY



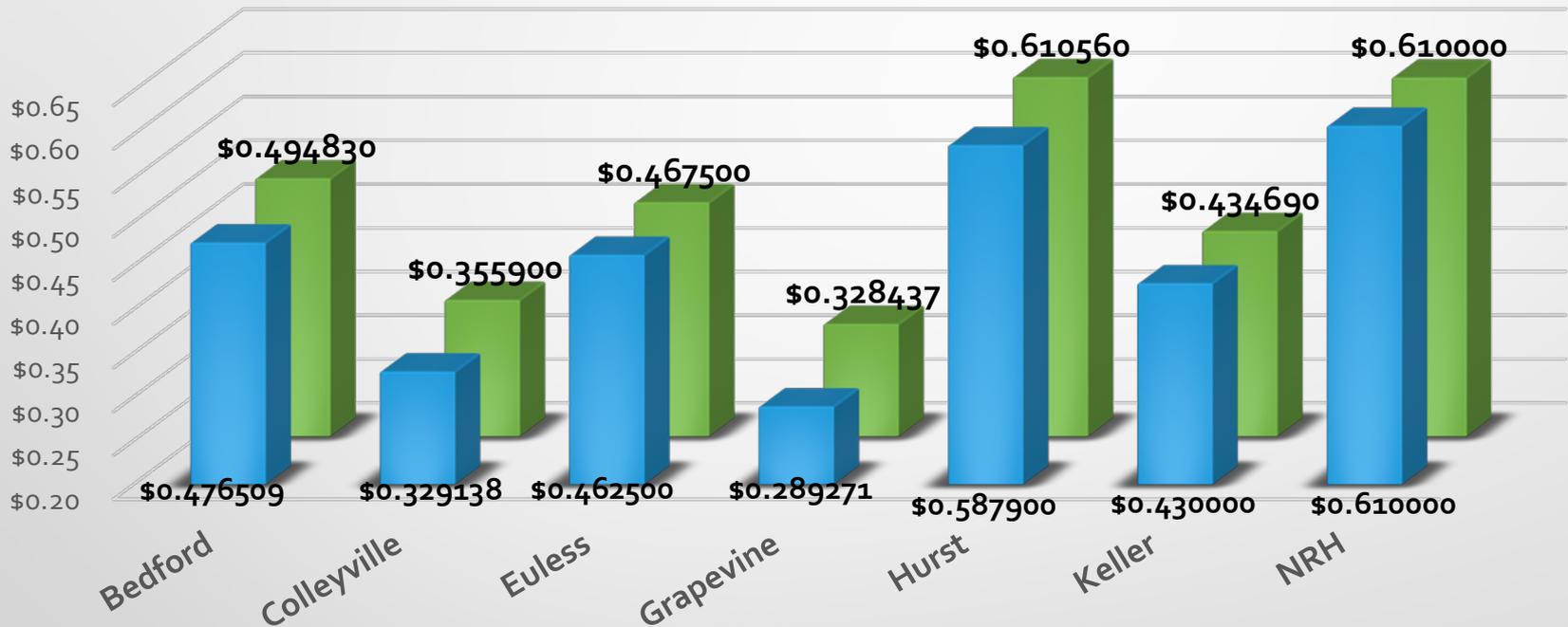
# FY15-16 Overlapping Tax Rates

**Total Tax Rate**  
**\$2.486227**



# Area Tax Rates

■ FY 16-17 Proposed    ■ FY 15-16 Adopted



# Effective Tax Rate Calculations

FY 2015-2016 Tax Rate	\$0.494830
FY 2016-2017 Effective Tax Rate	\$0.448258
FY 2016-2017 Rollback Rate	\$0.476509

**Tax Rate used in Revenue Calculation:**

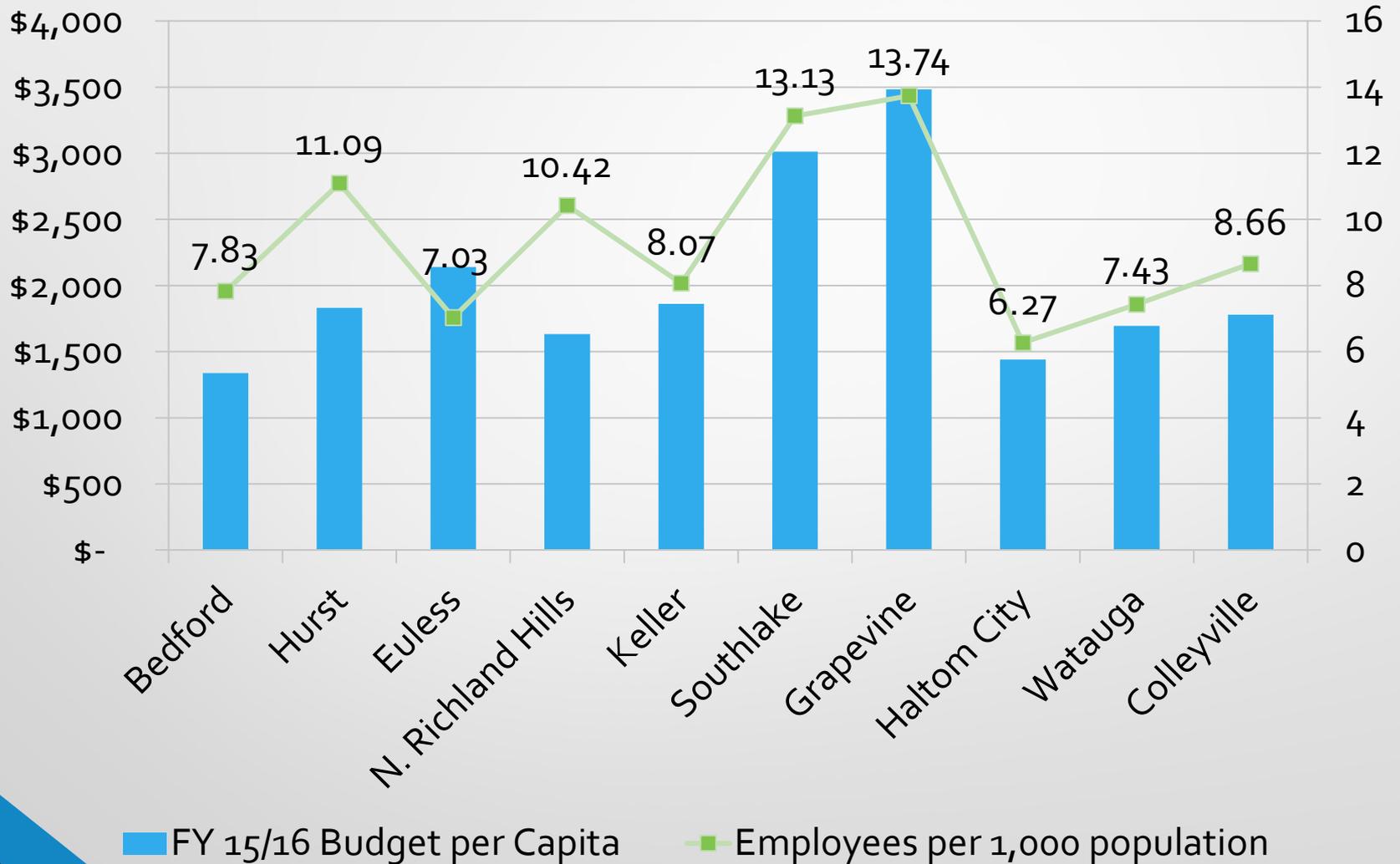
**\$0.476509**

# Tax Rate Comparison

## FY 2015-16 vs FY 2016-17

	<u>FY 2015-16</u>	<u>FY 2016-17</u>		<u>DIFF</u>
M&O RATE	\$0.299332	\$0.303747	1.5%	\$0.004415
DEBT RATE	<u>\$0.195498</u>	<u>\$0.172762</u>	-11.6%	<u>-\$0.022736</u>
	\$0.494830	\$0.476509		-\$0.018321

# Per Capita Comparisons

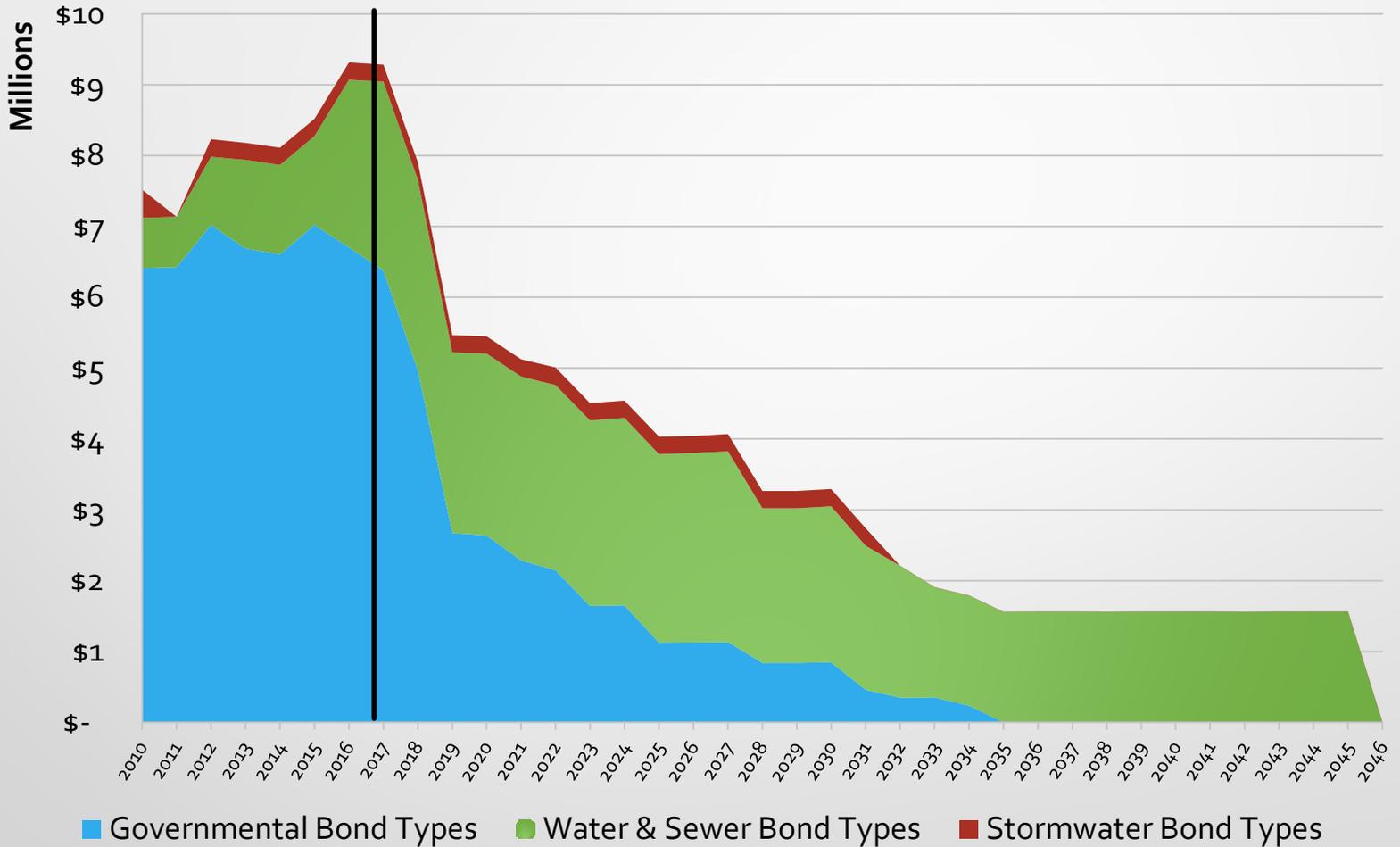


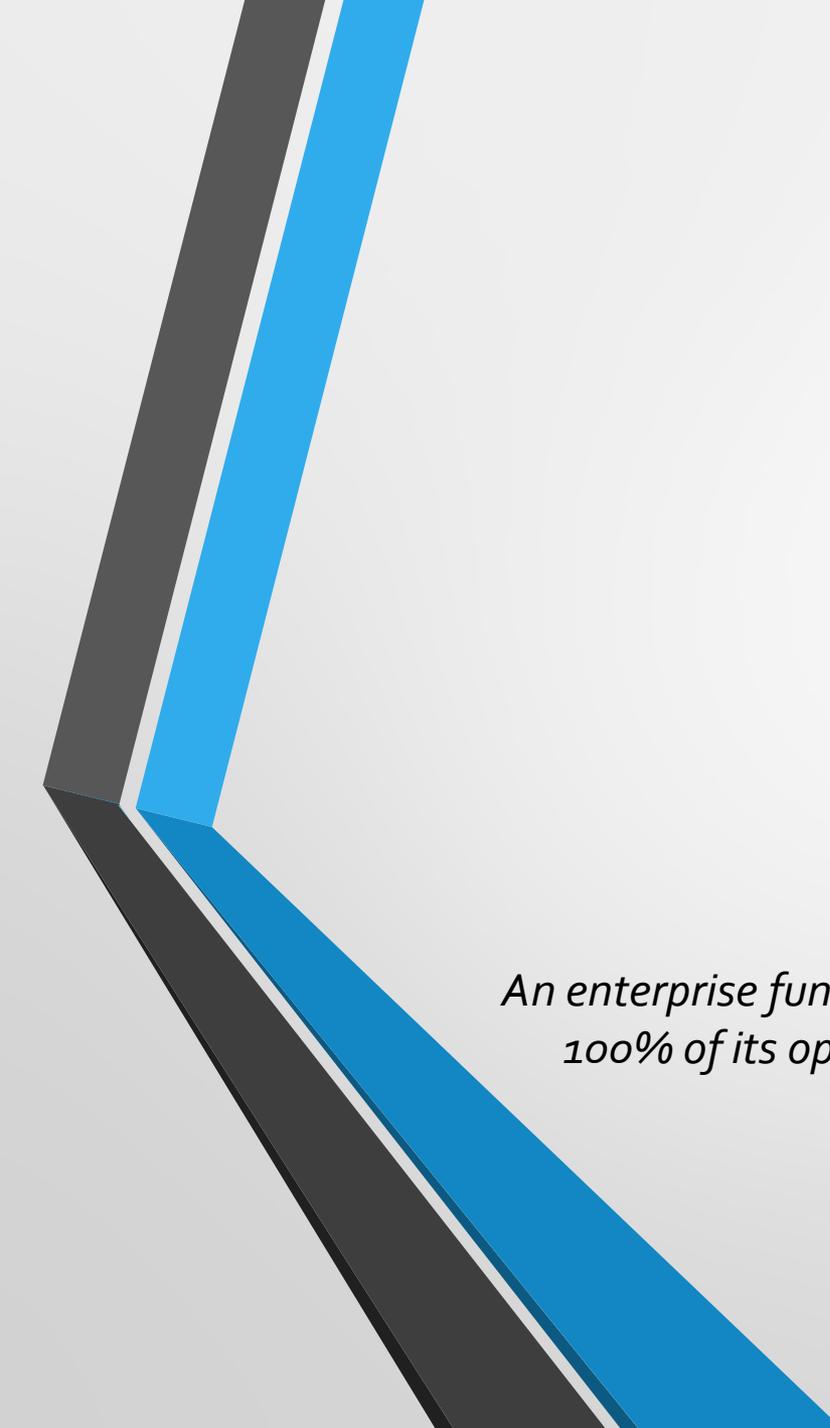


# DEBT SERVICE FUND

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

# Annual Funding Requirements





# STORMWATER UTILITY FUND

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

# Current Stormwater Rates

- Residential Rates
  - \$3.50/month
  - \$3.00/month (senior account)
- Commercial Rates
  - Calculated based on lot size/impervious surface

# Proposed Stormwater Rates

- Residential Rates
  - **\$4.00**/month
  - **\$3.50**/month (senior account)
- Commercial Rates
  - Calculated based on lot size/impervious surface
  - **Multiplier rate increases \$0.50**



# SPECIAL REVENUE FUNDS

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

# Highlights

- Technology Updates
  - Replacement of Electronic Ticket Writers, Firewall Appliance replacement
- Facility improvements
  - Library Meeting Room Flooring
- Program Enhancements
  - College Gridiron Football Showcase, ArtsFest Full Day event, Additional staff for Old Bedford School, Updated Economic Development Retail Study



QUESTIONS?

**CITY OF BEDFORD  
SUMMARY OF REVENUE AND EXPENDITURES BY FUND  
FISCAL YEAR 2016-2017**

FUND NAME	BEGINNING BALANCE	REVENUE		EXPENDITURES		ENDING BALANCE	CHANGE IN FUND BALANCE		
		PROPOSED	SUPPLEMENTAL	PROPOSED	SUPPLEMENTAL				
GENERAL FUND	\$ 6,583,592	\$ 32,692,239	\$ -	\$ 32,692,239	\$ 32,552,971	\$ 131,386	\$ 32,684,357	\$ 6,591,474	0.12%
TOURISM FUND	807,801	1,345,600	-	1,345,600	1,229,614	59,764	1,289,378	864,023	6.96%
WATER AND SEWER FUND	(455,385) *	22,436,470	-	22,436,470	21,395,416	330,209	21,725,625	255,460	43.90%
STORMWATER UTILITY FUND	287,671 *	1,311,000	185,758	1,496,758	1,340,774	125,250	1,466,024	318,405	10.68%
UTILITY REPAIR & MAINTENANCE FUND	2,741,206	756,000	-	756,000	-	-	-	3,497,206	27.58%
COURT SECURITY FUND	5,160	40,000	-	40,000	40,000	-	40,000	5,160	0.00%
COURT TECHNOLOGY FUND	143,473	50,200	-	50,200	39,180	64,540	103,720	89,953	-37.30%
PARK DONATIONS FUND	58,355	14,125	-	14,125	10,000	-	10,000	62,480	7.07%
BEAUTIFICATION COMMISSION FUND	56,210	10,150	-	10,150	10,000	-	10,000	56,360	0.27%
PUBLIC SAFETY TRAINING FUND	24,413	5,950	-	5,950	3,150	-	3,150	27,213	11.47%
ECONOMIC DEVELOPMENT FUND	328,226	100,500	-	100,500	-	50,000	50,000	378,726	15.39%
STREET IMPROVEMENT ECONOMIC DEVELOPMENT CORP.	3,766,103	2,740,650	-	2,740,650	5,030,715	160,525	5,191,240	1,315,513	-65.07%
DEBT SERVICE FUND	945,999	6,639,448	-	6,639,448	6,635,348	-	6,635,348	950,099	0.43%
PEG FUND	573,832	176,000	-	176,000	18,400	-	18,400	731,432	27.46%
TRAFFIC SAFETY FUND	14,703	100,000	-	100,000	71,796	-	71,796	42,907	191.82%
PARK MAINTENANCE FUND	62,858	50,100	-	50,100	-	-	-	112,958	79.70%
COMPUTER REPLACEMENT FUND	45,301	60,200	-	60,200	-	9,500	9,500	96,001	111.92%
AQUATICS MAINTENANCE FUND	140,465	25,150	-	25,150	7,000	-	7,000	158,615	12.92%
LIBRARY MAINTENANCE FUND	62,628	25,150	-	25,150	-	10,000	10,000	77,778	24.19%
FACILITY MAINTENANCE FUND	313,631	45,500	-	45,500	-	-	-	359,131	14.51%
EQUIPMENT REPLACEMENT FUND	103,729	50,250	-	50,250	24,000	-	24,000	129,979	25.31%
WATER/SEWER VEHICLE REPLACEMENT FUND	83,684	50,150	-	50,150	-	-	-	133,834	59.93%
	<b>\$ 16,693,657</b>	<b>\$ 68,724,832</b>	<b>\$ 185,758</b>	<b>\$ 68,910,590</b>	<b>\$ 68,408,364</b>	<b>\$ 941,174</b>	<b>\$ 69,349,538</b>	<b>\$ 16,254,709</b>	

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



# Council Agenda Background

<b><u>PRESENTER:</u></b> Meg Jakubik, C.G.F.O., Strategic Services Manager		<b><u>DATE:</u></b> 08/23/16
<b>Council Mission Area:</b> Encourage citizen involvement.		
<b><u>ITEM:</u></b>  Public hearing to consider the proposed 2016 tax rate.  <b>City Attorney Review:</b> N/A  <b>City Manager Review:</b> _____		
<b><u>DISCUSSION:</u></b>  Per Section 26.05 (d) of the Tax Code, “the governing body of a taxing unit ... may not adopt a tax rate that exceeds the lower of the rollback tax rate [\$0.476509] or the effective tax rate [\$0.448258] calculated as provided by this chapter until the governing body has held two public hearings on the proposed tax rate.” Both hearings must be publicized in the local newspaper, published on the City’s website, and advertised on the City’s television channel in accordance with Local Government Code Section 140.010.  The budget for the City of Bedford, as compiled by the City Manager, has been submitted to the City Council, and the tax rate information has been published as required by the Local Government Code. On August 9, 2016, the City Council voted on the maximum tax rate that could be considered to fund the recommended program of services for the fiscal year ending September 30, 2017. That maximum rate was established at \$0.494830 per \$100 assessed valuation. This is the current tax rate.  An ad valorem tax of \$0.476509 per \$100 valuation is recommended to fund the budget as presented to the City Council. This tax rate will increase taxes for maintenance and operations on a home valued at \$100,000 by approximately \$4.42 per year and decrease taxes for interest and sinking (debt) by approximately \$22.74 per year.  An ad valorem tax of \$0.494830 per \$100 valuation is the maximum tax rate being considered by the City Council. This tax rate will increase taxes for maintenance and operations on a home valued at \$100,000 by approximately \$22.74 per year and decrease taxes for interest and sinking (debt) by the same amount.		
<b><u>RECOMMENDATION:</u></b>  Hold a public hearing to receive citizen comments on the proposed 2016 tax rate.		
<b><u>FISCAL IMPACT:</u></b>  N/A	<b><u>ATTACHMENTS:</u></b>  Tax Rate Slide	

# TAX RATE COMPARISON FY 2015-16 VS FY 2016-17 BUDGET PROPOSED

	<u>FY 2015-16</u>	<u>FY 2016-17</u>		<u>DIFF</u>
<b>M&amp;O RATE</b>	<b>\$0.299332</b>	<b>\$0.303747</b>	<b>1.5%</b>	<b>\$0.004415</b>
<b>DEBT RATE</b>	<b><u>\$0.195498</u></b>	<b><u>\$0.172762</u></b>	<b>-11.6%</b>	<b><u>-\$0.022736</u></b>
	<b>\$0.494830</b>	<b>\$0.476509</b>		<b>-\$0.018321</b>

**TAX RATE COMPARISON  
FY 2015-16 VS FY 2016-17  
MAXIMUM CONSIDERED**

	<u>FY 2015-16</u>	<u>FY 2016-17</u>		<u>DIFF</u>
<b>M&amp;O RATE</b>	<b>\$0.299332</b>	<b>\$0.322068</b>	<b>7.6%</b>	<b>\$0.022736</b>
<b>DEBT RATE</b>	<b><u>\$0.195498</u></b>	<b><u>\$0.172762</u></b>	<b>-11.6%</b>	<b><u>-\$0.022736</u></b>
	<b>\$0.494830</b>	<b>\$0.494830</b>		<b>\$0.000000</b>



# 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 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.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

Since May 1998, the City of Bedford has participated with the City of Fort Worth and Tarrant County in an interlocal agreement for the collection and disposal of household hazardous waste. On July 25, 2016, the City of Fort Worth Environmental Management Department informed staff that for the upcoming fiscal year the price would continue to be \$47.00 per voucher. This voucher cost has remained the same for the past eight years. There have been no changes to the contract.

The permanent collection facility is located at 6400 Bridge Street, Forth Worth, Texas 76112. No vouchers have been issued this year.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of 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.

**FISCAL IMPACT:**

Stormwater Fund:

\$30,000

**ATTACHMENTS:**

Resolution Agreement

RESOLUTION NO. 16-

**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.**

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

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

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

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

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

**SECTION 2. That the City of Bedford, Texas does hereby agree to participate in an interlocal agreement with the City of Fort Worth, Texas, relative to household hazardous waste collection. The fee of \$47.00 per household, is the agreed upon price effective for the fiscal year starting October 1, 2016 until September 30, 2017. The interlocal agreement will allow Bedford residents the ability to use the City of Fort Worth's permanent collection facility at 6400 Bridge Street, Fort Worth, Texas 76112, on a voucher authorization system.**

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

**SECTION 4. That the City Council authorizes the Department of Community Services to coordinate the effort in conjunction with the Bedford Beautification Commission.**

**SECTION 5. That this resolution shall take effect from and after the date of passage.**

**PRESENTED AND PASSED this 23rd day of August, 2016, by a vote of \_\_\_ ayes, \_\_\_ nays and \_\_\_ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.**

\_\_\_\_\_  
**Jim Griffin, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Stan Lowry, City Attorney**

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S  
ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE PROGRAM  
FY2017

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

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

**DELIVERY OF NOTICES**

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

If to Fort Worth:

Cody Whittenburg, Environmental Program Manager  
Code Compliance – Environmental Management Division  
City of Fort Worth  
1000 Throckmorton  
Fort Worth, Texas 76102

If to Participating City:

City of Bedford  
2000 Forest Ridge Drive  
Bedford, Texas 76021  
\_\_\_\_\_

## OPERATIONAL CONTACTS

### Participating City's Operational Contact Persons:

Designated person is: Don Henderson telephone number: 817-952-2308  
Mobile phone number (24-hour) where he/she can be reached: 817-713-9582  
Email Address: don.henderson@bedfordtx.gov

Alternate person is Kelli Agan telephone number 817-952-2106  
Mobile phone number (24-hour) where he or she can be reached: \_\_\_\_\_  
Email Address: kelli.agan@bedfordtx.gov

## VOUCHER UTILIZATION

The Participating City:

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

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

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

## INVOICE DELIVERY

Invoices to Participating City shall be delivered to:

Don Henderson

Name

Parks Superintendent

Department (if applicable)

2000 Forest Ridge Drive

Street Address or PO Box

Bedford, Texas 76021

City, State, ZIP

don.henderson@bedfordtx.gov

email address for billing questions and correspondence

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

WITNESSETH

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

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

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

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

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

NOW THEREFORE, it is agreed as follows:

1.

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CPR - cardiopulmonary resuscitation

DOT - United States Department of Transportation

ECC – Fort Worth Environmental Collection Center

EPA - United States Environmental Protection Agency

HAZCAT - hazardous categorization

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

HM - hazardous materials

HHW - household hazardous waste

MCU - Mobile Collection Unit

TCEQ – Texas Commission on Environmental Quality

2.  
PURPOSE

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

3.  
TERM

This Agreement shall be effective from October 1, 2016 or the date the last party has signed this Agreement, whichever is later, through September 30, 2017; however, the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive. If Participating City has mobile collection events scheduled during the months of October through December 2017 and this Agreement has not been renewed by the end of the regular term, this agreement shall be extended on a month to month basis until the mobile collection events have been completed or cancelled by Participating City.

In addition, this agreement may be extended by the duly authorized, mutual, and written agreement of the parties for one (1) additional one-year term.

4.  
SERVICES OF FORT WORTH

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

- A. Fort Worth will administer a regional household hazardous waste collection program. This program will include the operation of the Environmental Collection Center, which will accept for disposal and/or recycling household hazardous waste from households located within Participating City. Fort Worth shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; wastes from businesses; or any other wastes that Fort Worth has determined are unacceptable. Commercial waste is never accepted by Fort Worth.
- B. Fort Worth will employ or retain personnel to provide the services necessary to perform Fort Worth's obligations in this Agreement.
- C. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste that is collected at the ECC or during mobile collection events.
- D. Fort Worth will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.

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

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

1. Fort Worth Operated Events:

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

(a) Scheduling Events

Fort Worth will begin scheduling mobile collection events for the 2017 calendar year on January 9, 2017. To ensure proper notification to TCEQ, events must be scheduled at least sixty (60) days ahead of the proposed date. Participating City acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each Participating City's request on a first come first served basis. Therefore, Participating City acknowledges that its chosen date to schedule a mobile collection event may be reserved by another city and Participating City will have to then choose another date. Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. Only one mobile collection event using Fort Worth staff and equipment per city is entitled under this contract. Additional events may be accommodated if feasible.

(b) Location

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

or recovery of any costs, except as provided herein. All events must be held on an impervious surface.

- (c) At the Mobile Collection Event, Participating City acknowledges and agrees that Fort Worth shall accept household hazardous waste from the first 50 households that show proof of residency at the Mobile Collection Event. After the first 50 households, Fort Worth will determine in its sole discretion how much more waste it can accept for proper transport back to the ECC. If more households arrive at the event than Fort Worth can accept, Participating City will in no event be entitled to any damages or recovery of any costs, except as provided herein.
- (d) Due to limited storage space at the ECC, Participating City acknowledges and agrees that if it requests the Fort Worth Mobile Collection Unit at a mobile collection event, a Participating City's MCU shall not also be at the event.
- (e) Fort Worth, in its sole discretion, will determine whether to send the Fort Worth Mobile Collection Unit to Participating City's Collection Event during adverse weather, the threat of adverse weather, or other hazardous conditions including but not limited to sleet, snow, rain, mist, or hail. In the event Fort Worth determines not to send the Fort Worth Mobile Collection Unit, Fort Worth shall attempt to notify persons listed herein as an "Operational Contact" by the Participating City and shall attempt to send a Fort Worth employee to the Participating City's event to tell any residents that come to dispose of household hazardous waste that the Fort Worth Mobile Collection Unit will not be coming to the event, but the resident can go to the ECC to dispose of the waste. A map with directions to the ECC also will be provided.
- (f) The Participating City agrees to collect collection data at the MCU and provide Fort Worth with a list of total MCU participants and total quantities of wastes listed in an Excel spreadsheet in a template provided by Fort Worth as Exhibit C, within ten (10) days of the mobile collection event. No vouchers, sign-in sheets, or copies of either will be accepted by Fort Worth.

2. Participating City Mobile Collection Unit:

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

3 Loan of the Reserve Mobile Collection Unit

The reserve MCU is a specially designed and equipped thirty-six (36) foot gooseneck box-trailer and one (1) ton pickup owned by Fort Worth. Participating City may request the loan of Fort Worth's Reserve MCU free of charge for use in a Household Hazardous Waste collection event when available. Participating City may use the Reserve MCU to

transport HHW to Fort Worth's ECC or another collection center that may lawfully receive HHW. Participating City shall provide Fort Worth with a written request, facsimile or e-mail, at least sixty (60) days prior to the event date for which the request is made. Fort Worth shall have sole determination whether the Reserve MCU is available for use by Participating City and shall notify Participating City as soon as is reasonably practicable of such decision. Fort Worth shall not participate in nor be responsible for any part of the Participating City's HHW Collection Event unless and except by written mutual agreement.

- (a) Fort Worth shall disclose any known problems the Reserve MCU may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Reserve MCU, a pre-trip inspection for potential maintenance problems will be performed by Fort Worth. Also, both parties will complete a pre-trip aesthetic assessment. Participating City shall be responsible for all certifications and insurance necessary for the proper operation of the Reserve MCU.
- (b) Participating City agrees to maintain and return the Reserve MCU in as good condition as it was in when Participating City took possession for use. Participating City shall return the Reserve MCU to Fort Worth in a timely manner and as mutually agreed upon.
- (c) Participating City shall be responsible for all property damage, personal injury, or death caused by Participating City's employees, volunteers, contractors, or agents and arising out of the use of the Reserve MCU during the term of this Agreement.
- (d) It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in parties not signatories hereto.

## 5.

### DUTIES OF PARTICIPATING CITY

Participating City agrees to perform the following duties in connection with the household hazardous waste collection program:

- A. Participating City will designate one of its employees, and another as an alternate, to act as its household hazardous waste collection Operational Contact to interact with Fort Worth as designated on the signature page to this contract.
- B. Participating City will coordinate and fund all program advertising targeted to its own citizens, as it deems necessary. Such advertising shall include the type of wastes that will be accepted at the ECC, the requirement of proof of residency, and weather cancellation information.

- C. Participating City shall notify its residents of the ECC hours of operation and dates it is closed as provided in Section 9 “The Environmental Collection Center Hours of Operation.”
- D. Participating City may choose to utilize a voucher system for its residents in order for them to bring HHW to the ECC. If Participating City chooses to use such a system, it shall designate so herein and include a copy of the official voucher. In addition, if a citizen from a Participating City that utilizes a voucher system comes to the ECC or a mobile collection event without a voucher, Participating City acknowledges and agrees that Fort Worth will not accept the household hazardous waste until Participating City authorizes the acceptance in writing.
- E. Participating City may submit a written request for a monthly report listing the number of its city's households that have disposed of household hazardous waste at the ECC or a mobile collection event.
- F. Participating City shall provide traffic control and signage for the mobile collection event, and shall provide personnel to assist Fort Worth with the offloading of material, surveys, and screening of persons dropping off household hazardous waste. Prior to the event, the parties shall agree upon the details of the traffic control, signage, and personnel assistance.
- G. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated even if the resident has only one voucher.
- H. Participating City shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.
- I. Mobile Collection Events using Participating City’s MCU or Reserve MCU
  1. Participating City is responsible for proper notification to TCEQ as required by 30 TAC §335.403.
  2. Participating City shall advise the ECC at least 72 hours in advance of its mobile collection events. Participating City shall collect only HHW during a mobile collection event. Wastes from commercial, agricultural, and industrial sources shall not be accepted. Participating City shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; or any other wastes that Fort Worth has determined are unacceptable.
  3. In accordance with the latest DOT requirements, Participating City's MCU operators will properly categorize, package, mark, label, and load into the MCU, all wastes received at the mobile collection event. Recyclable products (used oil, used oil filters, latex paint, recyclable anti-freeze, lead-acid batteries, and fluorescent lights) will be segregated into containers for recyclables.
  4. After accepting wastes, Participating City's MCU operators shall thoroughly check each container for proper labeling and identification. If a container is properly identified, the

material will be segregated according to hazard class and prepared for packaging. If a container does not have adequate labeling to permit identification, the MCU operators shall then attempt to identify the material from its physical characteristics using HAZCAT analysis and from information provided by the household presenting the waste.

5. The Participating City's MCU operators shall package all hazardous materials in accordance with DOT requirements, EPA requirements, and all other applicable federal and state requirements. After all the wastes have been properly identified and segregated, the MCU operators will reexamine the wastes for compatibility, list them on the container content sheets, and pack them into drums. Oil-based paints and latex paints shall be bulked separately in 55-gallon drums, or if the paint is left in its container, the paint can be packed in a lined cubic yard box, and packed and labeled according to federal and state regulations. Participating City shall not transport waste that is not HHW to the ECC. Participating City agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.
6. Prior to transporting the HHW from the collection event site, Participating City's MCU operators shall complete a Bill of Lading, and shall keep the Bill of Lading in the cab of the truck hauling the MCU during transportation of the HHW to the ECC. Participating City shall require that a minimum of one copy of the latest North American Emergency Response Guidebook be kept within the cab of the truck.
7. During transportation, Participating City's MCU operators shall placard the MCU for transportation of hazardous waste in accordance with federal and state law.
8. Upon the return of the MCU to the ECC, Participating City's MCU operators shall follow the instructions of Fort Worth regarding the placement of the MCU for unloading. Fort Worth shall take possession of the MCU from Participating City after the MCU has been properly parked for unloading in accordance with Fort Worth's instructions and all required documents have been delivered to the ECC manager or his/her designee at the ECC. Fort Worth shall, within a reasonable amount of time, unload the HHW from the Participating City's MCU and store the unit at the ECC. After being contacted, Participating City shall pickup their unit within 10 days.
9. If Fort Worth, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth as set forth herein.
10. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs as set forth herein.

## 6.

### USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

- A. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, from the ECC.
- B. Such firm(s) shall be required pursuant to the contract(s) to assume generator status for the waste collected, (excluding used oil, lead-acid batteries and antifreeze) to choose a disposal site for the waste subject to Fort Worth's approval, and to indemnify Fort Worth and participating cities against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.
- C. **THE PARTIES RECOGNIZE THAT ALTHOUGH THE FIRM (S) WILL BE REQUIRED TO ASSUME GENERATOR STATUS, THIS ASSUMPTION WILL NOT RELIEVE PARTICIPATING CITY OF LIABILITY FOR THE WASTE UNDER FEDERAL LAW AND STATE LAW.** Fort Worth will arrange for recycling vendors for used oil, batteries, antifreeze, and other materials, as it deems appropriate.

7.

REUSE OF COLLECTED MATERIALS

- A. From time-to-time Fort Worth will make available to residents and businesses of Fort Worth, as well as, Participating City residents and businesses of Participating City for their use, collected household hazardous waste materials that are suitable for reuse, such as paint, fertilizer, motor oil, and antifreeze. Fort Worth shall not charge for any materials that are picked up for reuse.
- B. Some materials made available for reuse may have been consolidated and filtered by Fort Worth prior to being made available. Used antifreeze will have been consolidated in a barrel, filtered, and pH balanced, and new antifreeze may have been added to the barrel.
- C. In regards to materials accepted by Participating City, its employees, residents, or any other person **FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES THAT:**
  - 1. the container contents are what the label indicates;
  - 2. the container contents are those originally placed into the container by the manufacturer;
  - 3. the product is of the quality intended for its use;
  - 4. the contents of the container have been stored properly;
  - 5. the instructions on the container label for use, storage, and first aid are current or correct;
  - 6. the container is in unimpaired condition;

7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

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

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

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

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

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

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

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;
3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;

7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

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

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

8.

RIGHT TO REFUSE WASTE

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

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

9.

ENVIRONMENTAL COLLECTION CENTER HOURS AND DAYS  
OF OPERATION

- A. Hours of Operation

During the term of the Agreement, the ECC's hours of operation are as follows:

Thursday and Friday 11:00 a.m. - 7:00 p.m.  
Saturday 9:00 a.m. - 3:00 p.m.

- B. Days the Environmental Collection Center will be closed

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

Thanksgiving holiday, Thursday and Friday, November 24-25, 2016  
Christmas holiday, Saturday, December 24, 2016  
New Year's holiday, Saturday, December 31, 2016

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

C. Notifying Residents

Participating City agrees to notify its residents of the ECC's hours of operation and dates it will be closed. Participating City also may advertise the 24-hour Environmental Collection Center telephone number: 817-392-5257.

10.  
COMPENSATION

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

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

participated in the program, repackaging fees, if any, and the total cost of spill response charged to Participating City, if any.

- F. Pursuant to the requirements of Government Code §791.011 (a)(3), the amount due to Fort Worth under Subparagraph D. above shall be paid from revenues currently available to Participating City in the present fiscal year.

11.

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

Fort Worth is the owner of "**Captain Crud**" and the Cruddies ("**Bloomer**," "**Otto**," "**Pestie**," "**Scrub**," and "**Van Goo**") and the recycling buddies ("**Scrappy**," "**Juggles**," and "**Cana Nana**"), "**Conquer Your Crud**," and "**Crud Cruiser**", and therefore all ownership rights belong to Fort Worth. Fort Worth has registered these marks as service marks with the Secretary of State.

- A. Fort Worth hereby grants to Participating City a non-transferable, non-exclusive license to use all the artwork and promotional materials that may be provided by Fort Worth to be used solely in the conduct of the business of Participating City's disposal and recycling of household hazardous waste programs. If Participating City wishes to use to Licensed Art and/or Promotional Materials in other limited situations, Participating City must first obtain express written consent from Fort Worth.
- B. Fort Worth may provide licensed Artwork and Promotional Materials to Participating City pursuant to the terms of this Agreement. Participating City acknowledges that by virtue of this License, Participating City acquires only the right to use the original and permitted duplicate copies of the Licensed Artwork and Promotional Materials and does not acquire any rights of ownership in the Licensed Artwork and Promotional Materials, which rights shall remain exclusively with Fort Worth. If Participating City wants to modify or change the artwork and/or promotional materials in any manner, Participating City hereby agrees to contact Fort Worth in writing to obtain written consent before modifying or changing any artwork and/or promotional materials.

12.

IMMUNITY

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

13.

FORCE MAJEURE

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

14.  
TERMINATION

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

15.  
ENTIRETY

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

16.  
SEVERABILITY

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

17.  
VENUE

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

18.  
AUTHORITY

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

19.

AUTHORIZATION

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

CITY OF FORT WORTH

CITY OF Bedford

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Fernando Costa

Printed name: Roger Gibson

Assistant City Manager

Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_

\_\_\_\_\_

Arthur N. Bashor  
Assistant City Attorney

City Attorney / Assistant City Attorney

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Mary J. Kayser  
City Secretary

Michael Wells, City Secretary

\_\_\_\_\_

Contract Authorization

\_\_\_\_\_

Date

Exhibit "A"

**RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT**

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

Exhibit "B"

WAIVER AND RELEASE OF LIABILITY FOR COLLECTION OF HOUSEHOLD  
HAZARDOUS WASTE

I being the owner of property located at Meadowpark Athletic Complex, 3000 Meadowpark have been asked by the City of Bedford to allow a mobile collection event on my property to collect household hazardous waste on the \_\_\_\_\_, 20\_\_\_\_. I hereby give my permission to the City of Bedford and the City of Fort Worth, to hold a household hazardous waste collection event on my property in which the City of Bedford has asked the City of Fort Worth to send its mobile collection unit to collect the household hazardous waste that is brought to the event.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date





# 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 for City-wide mowing services with Vidascales in the amount of \$194,775.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

On February 28, 2016 and March 6, 2016, the City advertised for bids for City-wide mowing services. The mowing contract covers all facilities, rights-of-way, medians, and undeveloped property not mowed by Parks Maintenance staff. This contract includes the additional property acquired since 2008, as well as water well lots and drainage areas.

All rights-of-way will be mowed according to the schedule with the exception of the main thoroughfares, Martin Drive, Harwood Road, Central Drive, and Cheek-Sparger Road, which will be mowed every 10 days, unlike every 15 days for the rest of the rights-of-way.

The previous contract amount was \$178,275. Funding for the increase in the mowing service is included in the FY 2016/2017 Program of Services. One bid package was submitted for consideration from the current contractor Vidascales (formerly Lawn Associates, Inc.) in the amount of \$194,775.

The contract period for mowing services will be from October 1, 2016 to September 30, 2017, with the possibility of three one-year extensions as outlined in the bid documents. The current contract expires September 30, 2016.

Staff recommends Vidascales for the City-wide mowing contract. They have successfully fulfilled the City's mowing contract since 2008.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract for city-wide mowing services with Vidascales in the amount of \$194,775.

**FISCAL IMPACT:**

**Contract Labor:** \$194,775

**ATTACHMENTS:**

Resolution  
Bid Tab

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR CITY-WIDE MOWING SERVICES WITH VIDASCAPES IN THE AMOUNT OF \$194,775.

WHEREAS, the City Council of Bedford, Texas has reviewed the bid received on March 29, 2016; and,

WHEREAS, Vidascales (formerly Lawn Associates, Inc.) has provided the only bid for the City-wide mowing services as outlined in the bid documents 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 above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City Manager be authorized to execute all documents and enter into a contract with Vidascales from October 1, 2016 until September 30, 2017 in the amount of \$194,775.

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

PRESENTED AND PASSED this 23rd day of August 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				
		N/A				
		N/A				
		N/A				
		N/A				
		N/A				
		N/A				
		N/A				
		N/A				
		N/A				
		N/A				

Signature Don G. [Signature]

Date 3-29-16

Signature Eric [Signature]

Date 3/29/16



# 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 TruGreen to provide chemical application for all City of Bedford parks and municipal facilities in the amount of \$33,312.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The Parks Division has retained the services of outside companies to spray herbicides in selected areas of the City. This bid package is for a one-year contract with the possibility of three one-year renewal periods.

On February 28, 2016 and March 6, 2016, the notice of a proposal for bids was advertised in the Fort Worth Star-Telegram. The bids were opened on Tuesday, March 29, 2016.

One bid package was submitted for consideration from the current contractor, TruGreen, in the amount of \$33,312 per year.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of 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.

**FISCAL IMPACT:**

**Contractual Services:** \$33,312

**ATTACHMENTS:**

Resolution  
Bid Tab

RESOLUTION NO. 16-

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.

WHEREAS, the City Council of Bedford determines the necessity of yearly chemical application of herbicides in selected areas of the City; and,

WHEREAS, the City advertised the project in the Fort Worth Star-Telegram on February 28, 2016 and March 6, 2016, and received and publicly opened the bids on March 29, 2016; and,

WHEREAS, the City Council has determined that the bid be awarded to TruGreen and authorizes the City Manager to enter into a chemical application contract.

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 enter into a contract with TruGreen in the amount of \$33,312 per year.

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

PRESENTED AND PASSED this 23rd day of August 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:** Wendy Hartnett, Special Events Manager

**DATE:** 08/23/16

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

**ITEM:**

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

**City Attorney Review:** N/A

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

This is a request for a Stageline SL50 Mobile Stage that will be used for community events. The SL50 Stage is easy to set up, use and operate, and provides a professional look. Technical specifications state that it can be fully operational with two people and takes 1/2-hour to setup. It can be driven into place and hand positioned. Spring loaded stabilizers help turn a road vehicle into the base of the mobile stage. All stage components travel in the onstage trailer unit. The mobile stage also features a load bearing roof with full weather protection. The roof is raised with operation of the 12v remote controlled power lifting mechanisms. It is watertight and wind resistant up to 80 mph without windwalls and can be pulled by an existing 3/4 ton truck.

The Stageline SL50 Mobile Stage is the perfect opportunity to promote the City’s brand within the community. The stage will be branded with the City logo and the trailer also doubles as a moving billboard, similar to the Animal Control Adoption Trailer. The stage will be used at City events including 4thFest, ArtsFest, Twilight Thursdays and as the second stage at BluesFest. It can also be used at City-sponsored events to continue the marketing efforts within the community by allowing City partners to use the stage. Purchasing the stage will decrease stage rental costs for City events. There will be approximately \$3,500 in cost savings for stage rental at 4thFest alone.

The basic stage totals \$72,500, which includes a \$7,000 discount. Equipment and accessories total \$22,017, and transport and training totals \$12,350, for an overall total of \$99,867.

**RECOMMENDATION:**

Staff recommends the following motion:

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

**FISCAL IMPACT:**

FY 2015/16 Tourism Fund: \$99,867

**ATTACHMENTS:**

Resolution  
Quote  
Package

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A STAGELINE SL50 STAGE, EQUIPMENT AND ACCESSORIES IN THE AMOUNT OF \$99,867.

WHEREAS, the City Council of Bedford, Texas determines the necessity of purchasing the stage and equipment and accessories from the FY 2015/16 Tourism Fund; and,

WHEREAS, the City Council of Bedford, Texas determines to provide for a safe and friendly community environment by acquiring this asset.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to purchase a Stageline SL50 stage, equipment and accessories.

SECTION 3. That funding in the amount of \$99,867 will come from the FY 2015/16 Tourism Fund.

PRESENTED AND PASSED this 23rd day of August 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

**Stageline SL50 Mobile Stage**

Floor Size: 20' x 16'  
 Wind Resistance: 80 m/h without windwalls  
 Trailer Weight: 5,488 lb



Standard Equipment *	\$	72,500
Options and Accessories	\$	22,017
Transport & Training (TBD)	\$	12,350
Sub-Total	\$	106,867

Discount	-\$	7,000
<b>Total</b>	<b>\$</b>	<b>99,867</b>

All prices are in USD  
 Taxes not included (if applicable)

**Approval**

Date:
Signed:
Name:
IRS No (if applicable)

**STANDARD EQUIPMENT \***

**ROOF STRUCTURE AND RIGGING**

1 Built-in truss / aluminum 2" diameter tube trussing	Compatible with industry clamps
6 Movable rigging points	Capacity: 250 lb / each
3 Rigging bars / 10'	Capacity: 25 lb / ft
2 Aluminum side overhang rigging beams 2'	Capacity: 375 lb / each
4 Aluminum corner posts	Added roof stability and safety
Fiberglass roof molded to aluminum structure	21' 6" x 16' 11"
Total roof load capacity:	2,500 lb
Rigging load capacity tested at twice the working load	
Galvanized steel mast	

**LIFTING MECHANISM**

Stage roof deployment	Double cable & pulley mechanism raises & lowers roof
8 Gaz spring cylinders	Safe release of hinged roof & deck panels

**STAGE**

Non-slip plywood - black / quick Levelling legs	20' x 16'
Multifunctional extruded aluminum deck frame	To install decks, skirts, guardrails & staircases
11 Guardrails / aluminum (3 sides)	3' 8"
Support brackets built-in for Stageline platforms	Full perimeter
Stairway / aluminum - 3'	8' adjustable - handrails included
8 Rubber pads	Improves friction coefficient

**TRAILER**

Drawbar with ball hitch	2"
2 leaf spring axle	Capacity: 8,000 lb
4 tires + 1 spare wheel (aluminium hubs)	
Electric brakes on all wheels	
Emergency breakaway system	DOT requirement
Storage compartment	
Storage bumpers	Protects structure
6 Equipment tie-downs	
Storage weight capacity	2,800 lb
Storage space capacity	15' 8" x 6' 2" x 6' 8" = 652 ft³

**STANDARDS & CERTIFICATIONS**

Applicable regulations	SAE, DOT, NFPA & CWB
Vertical load	Floor: 5 KPa (100 psf) / roof: 0.25 KPa (5 psf)
Wind resistance	80 m/h without windwalls 60 m/h with windwalls

**DOCUMENTS**

Certificate stamped by Canadian professional engineers  
 All technical documents supplied  
 24/7 service support +1(800) 267-8243

**OPTIONS AND ACCESSORIES**

		Price (USD)	Quantity	
<b>A WINDWALLS &amp; SKIRTS</b>				
a1	Upstage fire retardant gray VINYL backdrop (aluminum keder track system for easy installation)	\$ 1,380	1	\$ 1,380
a2	Left and right side fire retardant gray VINYL windwalls (aluminum keder track system for easy installation)	\$ 2,720		
a3	Upstage fire retardant black SCRIM backdrop (aluminum keder track system for easy installation)	\$ 1,380		
a4	Skirting front of stage - gray - 3' 2" x 20'	\$ 410	1	\$ 410
a5	Skirting front of stage - black - 3' 2" x 20'	\$ 410		
<b>B SOUND WINGS</b>				
		Price (USD)	Quantity	
b1	Extension platforms (black non-slip) & accessories - 4' x 8' - (sugg'd qty: 4)	\$ 990	4	\$ 3,960
b2	Guardrails (Platform Model) / aluminum - 3' 8" - (sugg'd qty: 4)	\$ 180	4	\$ 720
<b>C BANNER SUPPORTS</b>				
		Price (USD)	Quantity	
c1	Roof banner kit - 21' 10" x 2'	\$ 350		
c2	Lateral banner supports - 3' x 12' 4"	\$ 610		
c3	2 Lateral banner tightening bars / stage level	\$ 500		
<b>D ACCESSORIES</b>				
		Price (USD)	Quantity	
d1	Stairway / aluminum - extra unit	\$ 1,500		
d2	Loading ramp / aluminum - 3' x 12'	\$ 1,325		
d3	Extension platforms (black non-slip) & accessories - 4' x 8'	\$ 990		
d4	Extension platforms (black non-slip) & accessories - 4' x 4'	\$ 800		
d5	Guardrails (Platform Model) / aluminum - 3' 8"	\$ 180		
d6	2 FOH pipes - capacity: 125 lb / each	\$ 500		
<b>E WINTER UPGRADES</b>				
		Price (USD)	Quantity	
e1	Support truss, custom decks with accessories	\$ 6,850		
e2	Fiberglass roof upgrade	\$ 1,550		
e3	Skis	\$ 5,550		
<b>F LIGHTING &amp; SOUND</b>				
		Price (USD)	Quantity	
f1	<b>Basic lighting package</b> 8 x LED Par64 Par cans - DMX controllable - 1 x DMX lighting controller, all clamps, plugs and cables	\$ 4,500	1	\$ 4,500
f2	<b>Basic sound system package</b> 2 x active 550 watt 2 way PA speaker system with stands & cables / 1 x 6 channel analog mixer with cables, 2 x unidirectional microphones with stands & cables	\$ 3,500	1	\$ 3,500
f3	Power distribution - portable - 50 amp for basic sound and lighting package	\$ 2,350		
f4	Generator - portable 4,500 watt - powers sound and lighting (65 dB 24')	\$ 4,997	1	\$ 4,997
f5	Road cases			
f6	Basic light package	\$ 975		
f7	Basic sound system package	\$ 1,600		
f8	Basic light and sound system package	\$ 2,150		
<b>G TRAILER GRAPHICS</b>				
		Price (USD)	Quantity	
g1	Logo only	TBD		
g2	Full graphic trailer wrap - (2 x (16' 6" x 6' 6") - 2 x (5' 11" x 6' 5"))	\$ 2,550	1	\$ 2,550
<b>Customized scrim banners* - printed graphics - 4 color process</b>				
g3	Roof banner - 21' 10" x 3'	\$ 610		
g4	Lateral banners - 3' x 12' 4" (Set of 2) <i>*available in vinyl - prices vary</i>	\$ 565		

**Total for Options & Accessories \$ 22,017**

**SERVICES**

		Price (USD)	Quantity	
m1	Shrink-wrapping	\$ 625		
m2	Transport to Bedford, TX (estimate only)	\$ 9,000	1	\$ 9,000
m3	Training course - 1 day comprehensive - maximum 2 technicians	\$ 1,250		
m3a	Training course - 2 day comprehensive - maximum 4 technicians	\$ 1,850	1	\$ 1,850
m4	Trainer expenses - to, in & from training site (estimate only)	\$ 1,500	1	\$ 1,500

**Total for Services \$ 12,350**

TRANSPORTATION, TRAINING AND TRAINER'S EXPENSES WILL BE QUOTED SEPARATELY.

\*Prices & Specifications subject to change without notice

Stageline SL50 - Sales Quote 2016



Costs related to Transportation, Training and Trainer Expenses (travel, accommodation and per diem) not included.  
EXW: L'Assomption, Quebec, Canada

Stageline Mobile Stage Inc.  
700 Marsolais Street, Quebec, Canada J5W 2G9

Tel.: (450) 589-1063, Fax: (450) 589-1711  
www.stageline.com

**STAGE  
LINE**®



**SL50**  
**BIG WHEN IT COUNTS**





STAGELINE HAS EARNED ITS REPUTATION AS THE LEADING DESIGNER AND MANUFACTURER OF MOBILE STAGES THAT INSPIRE UNMATCHED LEVELS OF CONFIDENCE.

ALL OUR IDEAS, CONCEPTS AND DEVELOPMENTS ARE USER ORIENTED. DECADES OF EXPERIENCE WITH OUTDOOR EVENTS ARE EMBODIED IN EVERY SINGLE ONE OF OUR MOBILE STAGES.

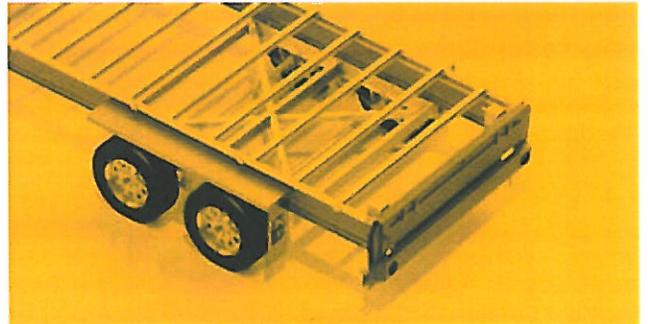
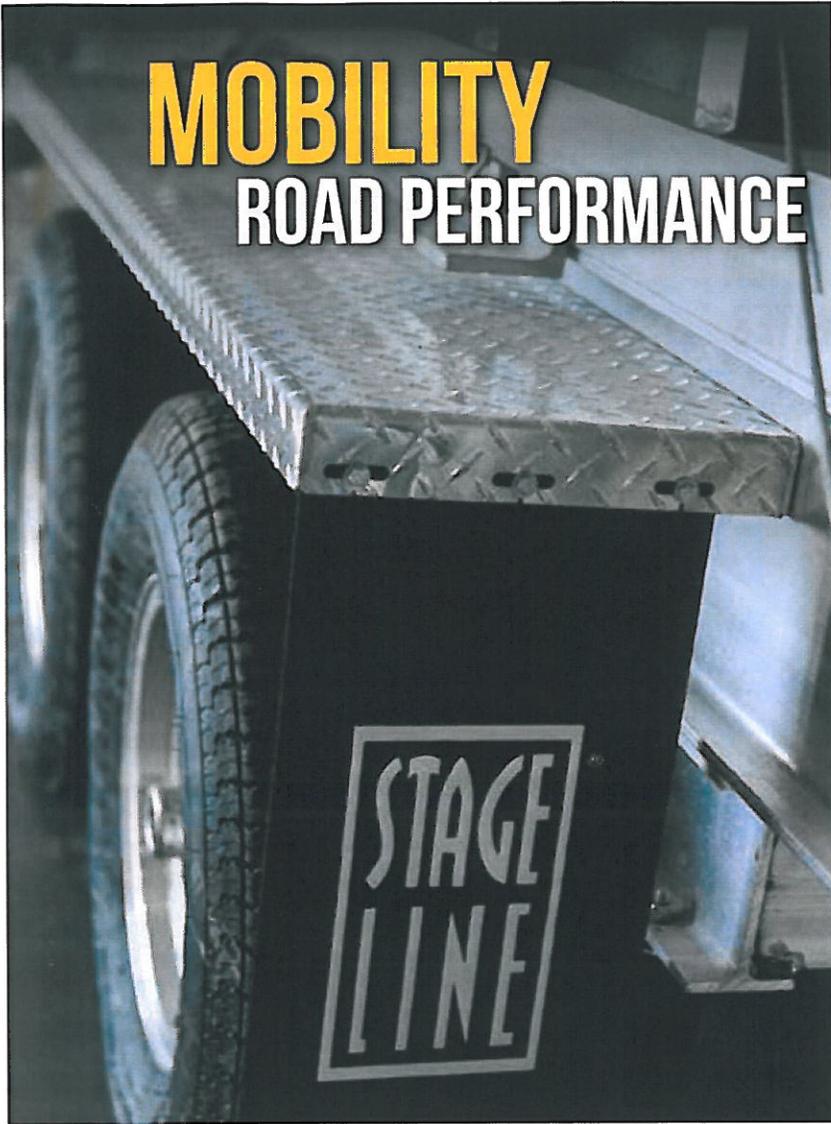
STAGELINE MOBILE STAGES, SERVICES AND SOLUTIONS ENABLE TECHNICIANS, CREATIVE DESIGNERS, ARTISTS AND EVENT ORGANISERS TO CARRY OUT THEIR WORK WITH PEACE OF MIND AND COMPLETE SATISFACTION.

STAGELINE **SL** 50

**STRONG  
RIGID & LIGHT**

WEIGHT SAVING BENEFITS MAKE ALUMINUM THE BEST CHOICE FOR A STAGE OF THIS SIZE. EXTRUSIONS, RIVETING, AND EXPERT WELDING ARE ALL COMBINED TO BUILD A STATE OF THE ART STAGELINE MOBILE STAGE.

# MOBILITY ROAD PERFORMANCE



## ON AND OFF ROAD WITH TRUE TRACK ENGINEERING

Stageline mobile stages are complex to build since they perform as road legal trailers and as outdoor stages.

TRUE TRACK ENGINEERING combines a custom Stageline chassis with multiple hinged panels and telescoping structures that will not alter in performance from mileage and bad roads. True Track results in excellent road handling and safety year after year.



# STAGELINE SL50

**A COMPACT STAGE SOLUTION  
SET-UP IN ONLY 30 MINUTES**

1



Trailer sides and floor panels equipped with gas springs. A simple pull on each panel opens them into position.

2



Roof panels open.



3

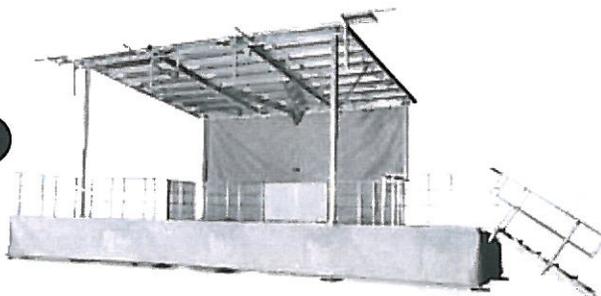


All Panels open.



RAISE ROOF WITH THE 12V WINCH.

4



Roof fully raised. Install stairs, guardrails and add accessories.

## FAST & EASY

FLOOR	SET-UP	WIND RESISTANCE	RIGGING
20' X 16' (6 M X 5 M)	X2 ⌚ 0H30	80 MPH (129 KM/H)	2,500 LB (1,130 KG)

\*Stageline promotes safe working habits by having a minimum of two workers on every job site.

# AWARD WINNING TECHNOLOGY ALL AROUND EASE OF OPERATION

## COMPACT TRAILER TO FULL PERFORMANCE STAGE

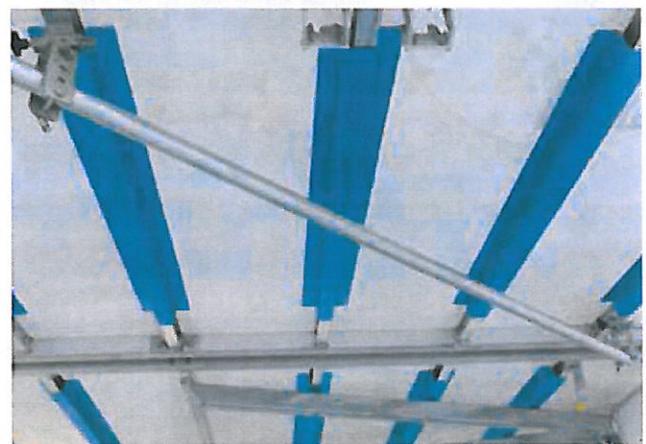
The Stageline SL50 short trailer design features an easy application for event site challenges. The SL50 is simple to drive into place and can be hand positioned. Spring loaded stabilisers help you turn a road vehicle into the base of a Stageline mobile stage. It's fast, it's simple and it's dependable.

## A ROOF WITH FULL WEATHER PROTECTION AND LOAD BEARING CAPACITY

The Stageline SL50 fiberglass roof is raised with one easy operation of the 12v remote controlled power lifting mechanism. Several welded aluminium I-beam air-frame structures make rigging capacity possible. Specially designed I-beam clamps are provided to install rigging pipes and/or trusses anywhere in the roof. Sound rigs can weigh up to 375 lb per side. The SL50 roof is strong, watertight and wind resistant.

## WORRY FREE & SPONSOR FRIENDLY

It's no big secret, the Stageline SL50 comes with low maintenance and worry free set-ups. The SL50 takes you to more venues and rewards you with those easy, fast and clean installations that you've heard about! A staging solution built to perform in timely fashion, the SL50 rises to meet specific project ideas and event planning realities. Combined with its custom accessories to increase the stage dimensions for larger performances and to dress the event stage with great looks and sponsor image, the Stageline SL50 is the most complete, fastest and best engineered compact mobile staging equipment available.



## FIBER LOCK PANELS

The fiberglass panels remain safe and great looking year in and year out.

# SAFETY AND RELIABILITY

## UNDER ALL SKIES, IN ALL CONDITIONS

The Stageline SL50 is specifically designed and engineered to be safely transported, safely deployed and safely used outdoors. Designed to make production logistics easy, it sets up rapidly with all the work completed at deck and ground level reducing the risk of potential human error and accidents.

### MOTHER NATURE WILL NOT STEAL THE SHOW

The Stageline SL50 is a machine that withstands today's ever changing climatic conditions and demonstrates its unique capacities to resist high winds of up to 80mph, to let water run off the roof and to protect gear, talent and crew.

### SUPERIOR DESIGN FOR LOADS & RIGGING

The Stageline SL50 is built and tested with the highest load and rigging design criteria in the industry of up to 2 times the permitted load.

### HIGHEST WIND RESISTANCE IN THE INDUSTRY

80 mph (129 km/h) without windwalls and 60 mph (97 km/h) with windwalls.



# MAXIMUM VISIBILITY



- 1 The banner support hardware allows for banners to promote business and showcase events.
- 2 Printed windwalls and skirts are available.
- 3 The SL50 offers maximum banner space to showcase your event.
- 4 The hardware is designed to provide a nice nice fit and resist gust winds.

# SHOW YOUR COLORS

**ON THE ROAD : PANELS 7' X 16' (2 M X 5 M)**  
Smooth rivet-free panels with gel coat that improve graphic application and appearance.



# WHY THE INDUSTRY CHOOSES STAGELINE



## Most Widely Used

Used in over 15,000 events per year in more than 45 countries.

## Craftsmanship and expertise

Every stage benefits from serious engineering and craftsmanship, the experience gathered from decades of use in outdoor events.

## Most reliable

Rain or shine, sand or snow, Stageline mobile stages can be used even under demanding touring situations and weather conditions.

## Quality control and delivery

Each mobile stage goes through an inspection including in-house manufacturing, road and load tests and complete installation of the unit prior to delivery.

Stageline has in place the recognized ISO 9001 certification.

## Provider of safe staging environment for 25 years

Highest wind resistance, 80mph (129 km/h) without windwalls and 60 mph (100 km/h) with windwalls. No incident causing an injury due to a breakdown of equipment.

## Best outstanding value

Low operation and maintenance cost on this durable product.  
Excellent resale value

## Technical Documentation

Every stage complies with road regulations. For all countries, Stageline provides engineering and technical specifications for both structural design and rigging capacity.

## An environmentally responsible product

Greenhouse gaz emissions are reduced to a minimum compared to ground support stages. Stageline operates from one the most energy efficient LEED certified industrial building constructed to date.

Products are 80% recyclable.



## WHAT OUR CLIENTS SAY

*"I was looking for a well designed and built stage that would hold it's value well, I decided to buy the SL50 as it met my needs and is so versatile. The aluminium construction is not only light and good looking but it also copes well with the salty Atlantic air in Britain's 'Ocean City'. I can get it in to some very tight locations and Stageline have thought of everything to make the set up straightforward."*

P. Barlow  
Outerstage | United Kingdom

# GROWING & BUILDING TOGETHER

## Customer Support

We provide a complete 24 / 7 after sales support.

## Parts & Accessories

The best way to ensure that your Stageline mobile stage retains its original condition is to purchase your parts and accessories directly from Stageline.

## Inspection & Maintenance

Like any sophisticated piece of equipment, a Stageline mobile stage requires basic maintenance throughout the year. This maintenance must be performed according to specific guidelines.

With this in mind, Stageline's engineers and experienced technicians have developed a unique inspection program. This program will give you a complete analysis of your equipment's condition including a list of immediate repairs & recommendations.

## Training

Driven by the need to ensure technical efficiency, Stageline developed a training and certification program which meets and even exceeds its clients' and users' requirements. Operation of a Stageline mobile stage by qualified personnel is directly linked with the enforceability of the warranty and is required to benefit from the technical support offered on all Stageline products.

With its training program, Stageline helps its users and clients increase profitability on their investment through an efficient utilization of the products.

Our main objective is to develop the aptitudes and technical knowledge of the technicians in order to preserve the products' integrity and guarantee durability and maximum safety levels.

*\* Some limitations apply.*

**WE ARE SO CONFIDENT IN  
THE QUALITY, RELIABILITY  
AND DURABILITY OF OUR  
STAGES THAT WE SUPPORT  
EVERY MODEL WITH THE  
BEST WARRANTY IN  
THE BUSINESS**



*"We love our SL50. Stageline has the best stages anywhere and everywhere we go the stage draws raves! From working with Stageline for the purchase, and all the way to the delivery and training, they are first class in every respect! We hope to add a SL100 in the future"*

**Rick Herold**  
Director Grand Prairie Parks & Recs

*"Thank you for your efforts with the Township of Georgian Bay. I really enjoyed the process, and we are equally hopeful that our residents make great use of the easy to assemble, and super compact to store unit that we now own."*

**J. Schnier**  
Township of Georgian Bay

*"We appreciated the exceptional way in which your company has received us. Your hospitality, sincerity, and remarkable client relations overwhelmed us at times. The unselfish way in which you have deposited knowledge and experience in our business and personal lives, left us in awe."*

**Chris Serfontein**  
Owner / Anointed M.  
South Africa

**SL50****TECHNICAL SPECIFICATIONS****TRAILER**

Length	22' 4"	6.8 m
Width	8'	2.4 m
Height	9' 11"	3.0 m
Storage Space	15' 8" x 6' 2" x 6' 8"	4.8 x 1.9 x 2.0 m
Storage Compartment	22" x 10" x 8"	0.6 x 0.3 x 0.2 m
Storage Capacity	2800 lb	1270 kg
Weight	5200 lb	2359 kg
Maximum Weight	8000 lb	3629 kg

**STAGE FLOOR**

Length and Depth	20' x 16'	6.1 x 4.9 m
Height	3' 2"	0.9 m
Design Live Load	100 lb/ft <sup>2</sup>	490 kg/m <sup>2</sup>
Type of Surface	Plywood on aluminium	

**ROOF**

Length and Depth	21' 6" x 16' 11"	6.6 x 5.1 m
Clearance (Inclined roof)	11' to 9' 5"	3.4 to 2.9 m
Height (from ground)	15' 1"	4.6 m
Type of Surface	Fiberglass bonded on aluminium	
Roof Lifting Capacity	200 lb	91 kg
Roof Load Bearing Capacity	2500 lb	1130 kg
1 Truss - Downstage (T2)	500 lb	227 kg
2 Front Overhang Extensions*	125 lb at 24" each	57 kg at 0.6 m each
2 Side Overhang Rigging Bars	375 lb at 24" each	170 kg at 0.6 m each

**PRACTICAL ASPECTS**

Site Preparation	None
Heavy Machinery Required	None
Mode of Transportation	1 Pick-up truck or hauling vehicle
Gust Wind Resistance	60 mph (97 km/h) with windwalls 80 mph (129 km/h) without windwalls
Rigging Bars - Standard 2" (50 mm) Tubing	Provides higher overhead clearance
Backdrop *	Weatherproof - fire retardant vinyl or scrim
Vertical and Horizontal Banner Supports *	Installed at ground level

TOTAL ROOF LOAD BEARING CAPACITY

**2,500 LBS**  
**1,130 KG**

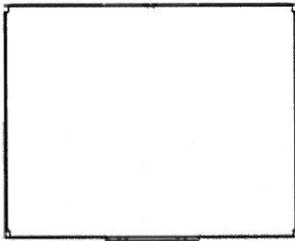
\* Optional

Due to Stageline's product improvement policy, technical specifications may change without notice.



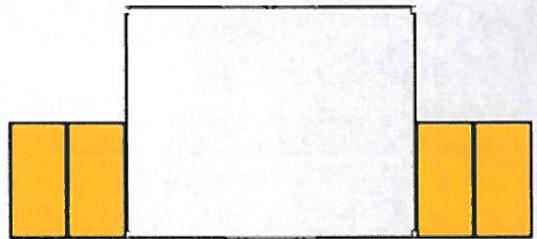
# FLOOR CONFIGURATIONS TO SUIT YOUR NEEDS

1



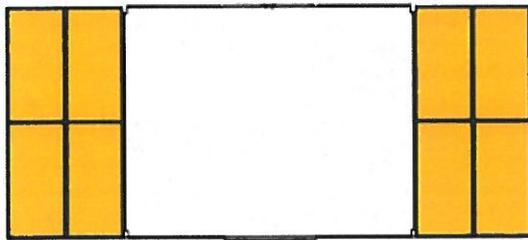
Standard 20'x16'

2



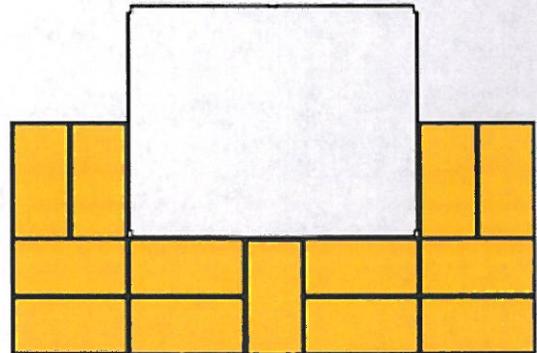
Standard 20'x16' with  
8'x8' sound wings

3



Standard 20'x16' with  
8'x16' sound wings

4



Standard 20'x16' with 8'x8' sound wings  
8'x40' at the front



**INNOVATIVE MOBILE STAGING**

827 L'Ange-Gardien Blvd., L'Assomption  
Quebec, Canada J5W 1T3

T 1 450.589.1063  
F 1 450.589.1711  
North America 1 800.267.8243  
**stageline.com**

11th September 2015

City of Bedford, TX

Rev. 0

**Stageline SL50 Mobile Stage**

Basic Floor Size: 20' x 16'  
 Wind Resistance: 60 mph wind gust with backdrop  
 Trailer Weight: 5,200 lbs



\* Picture above includes some options & accessories

Standard Equipment *	\$	72,500
Options and Accessories	\$	
Services	\$	
<b>Sub-Total</b>	<b>\$</b>	<b>72,500</b>
<b>TOTAL</b>	<b>\$</b>	<b>72,500</b>

All prices are in US Dollars

**Client's Approval**

Date:
Signed:
Name:
I.R.S. No.:

**\* STANDARD EQUIPMENT**

U-E-I-N

**Roof Structure & Rigging**

1 Built-in Truss / Aluminum 2" diameter tube trussing	Compatible with all industry clamps
6 Movable Rigging Points	Capacity: 250 lbs / load each
3 Rigging Bars / 10'	Capacity: 25 lbs per linear foot
2 Aluminum Side Overhang Rigging Beams (2' Extension Beam)	Capacity: 375 lbs / load each
4 Aluminum Corner Posts	Assures stability and safety of the roof
Fiberglass Roof Molded to Aluminum Structure	21' 6" wide x 16' 11" deep
Rigging Load Capacity Tested at Twice the Working Load	Total Roof Load Capacity :2,500 lbs
Galvanized Steel Mast	

**Lifting Mechanism**

Stage Roof Deployment	Double Cable & Pulley Mechanism raises & lowers roof
8 Gaz Spring Cylinders	Safe release of hinged roof & deck panels

**Stage**

Deck: Gray Plywood / Quick Levelling Legs	20' x 16'
Multifunctional Extruded Aluminum Deck Frame	To install decks, skirts, guardrails & staircases
11 Guardrails / Aluminum (3 sides)	3' 8"
Support Brackets built-in for Stageline Platforms	Full perimeter
Stairway / Aluminum - 3' wide	8" adjustable - Handrails included
8 Rubber Pads	Improve friction coefficient

**Trailer**

Drawbar with Ball Hitch	2"
2 Leaf Spring Axle	Capacity: 8,000 lbs
4 Tires + 1 spare wheel (Aluminium hubs)	
Hydraulic Brakes on All Wheels	
Emergency Breakaway System	DOT Requirement
Storage Compartment	
Storage Bumpers	Protect cargo and structure
6 Storage Tie-Downs	
Storage Weight Capacity	2,800 lbs
Storage Space Capacity	15' 8" x 6' 2" x 6' 8" - 652 ft³

**Standards**

Applicable Regulations	SAE, DOT, NFPA, CWB & ISO
Vertical Load	Floor: 100 psf / Roof: 5 psf
Wind Resistance	80 mph wind gust without backdrop or 60 mph wind gust with backdrop

**Certification**

Certificate Stamped by Canadian Professional Engineers  
 All Technical Documents supplied  
 24 H/D Service Support +1(800) 267-8243

11th September 2015

City of Bedford, TX

Rev. 0

<b>A WINDWALLS &amp; SKIRTS</b>		Price (\$ US) *	Quantity
a1	Rear Grey Vinyl Backdrop (Fire-Retardant) (Keeder Aluminum Track System for easy installation)	\$ 1,380	
a2	Rear Black Mesh Backdrop (Fire-Retardant)	\$ 1,380	
a3	Skirting Front of Stage	\$ 410	

<b>B SOUND WINGS</b>		Price (\$ US) *	Quantity
b1	Extension Platforms & Accessories - 4' x 8' (Sugg. Qty: 4)	\$ 990	
b2	Guardrails (Platform Model) / Aluminum - 3' 8" (Sugg. Qty: 4)	\$ 180	

<b>C BANNER SUPPORTS</b>		Price (\$ US) *	Quantity
c1	Roof Banner Kit - 21' 9" wide x 2' high	\$ 350	
c2	Lateral Banner Supports - 3' x 11' 9"	\$ 610	
c4	2 Lateral Banner Tightening Bars / Stage Level	\$ 500	

<b>D ACCESSORIES</b>		Price (\$ US) *	Quantity
d1	Stairway / Aluminum - Extra unit	\$ 1,500	
d2	Loading Ramp / Aluminium - 3' x 12'	\$ 1,200	
d3	Extension Platforms & Accessories - 4' x 8'	\$ 990	
d4	Extension Platforms & Accessories - 4' x 4'	\$ 800	
d5	Guardrails (Platform Model) / Aluminum - 3' 8"	\$ 180	
d6	F.O.H. Pipes - Capacity: 125 lbs / each	\$ 500	

<b>E LIGHTING &amp; SOUND</b>		Price (\$ US) *	Quantity
e1	<b>Basic Lighting Package</b> - includes 8x LED Par64 Par cans - DMX controllable 1x DMX lighting controller, all clamps, plugs and cables	\$ 4,500	
e2	<b>Basic Sound System Package</b> - includes 2x Active 550-Watt 2-Way PA speaker system with stands & cables // 1x 6 channel analog mixer with cables 2x unidirectional microphones with stands & cables	\$ 3,500	
e3	<b>Power Distribution</b> - 50 Amp for Basic Sound and Lighting Package	\$ 2,350	
e4	<b>Generator</b> - Portable 5000 W on wheels to power sound and lighting package	\$ 3,485	
<b>Road Cases</b> (for Sound and/or Light Package) - Choose one			
e5	For Basic Light Package	\$ 975	
e6	For Basic Sound System Package	\$ 1,600	
e7	For Basic Light and Sound System Package	\$ 2,150	

<b>F GRAPHICS</b>		Price (\$ US) *	Quantity
Customized Trailer Paint and Lettering Package			
f1	Logo only	\$ 200	
f2	Full Graphics (16' wide x 6' 10" high panels)	TBD*.2	

**TOTAL for Options & Accessories**

<b>G SERVICES</b>		Price (\$ US) *	Quantity
g1	Shrink-wrapping	\$ 625	
g2	Transport	TBD*.3	
g3	Training session - Maximum 4 technicians (up to 1 day)	TBD*.4	
g4	Trainer Expenses (To be confirmed)	TBD*.5	

**TOTAL for Services**

**TRANSPORTATION, TRAINING AND TRAINER'S EXPENSES WILL BE QUOTED SEPARATELY.**

\*Prices & Specifications subject to change without notice

Stageline SL50 - Sales Quote 2015

Costs related to Transportation, Training and Trainer Expenses (travel, accommodation and per diem) not included.



EXW: L'Assomption, Quebec, Canada  
Stageline Mobile Stage Inc.

700 Marsolais, L'Assomption, Quebec, Canada J5W 2G9, tel: (450) 589-1063, fax: (450) 589-1711

www.stageline.com

Revision: 2013/05/01 / 13:26



# Council Agenda Background

**PRESENTER:** Eric Valdez, Community Services Manager

**DATE:** 08/23/16

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

**ITEM:**

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.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

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

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

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

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

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

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

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

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

**RECOMMENDATION:**

Staff recommends the following motion:

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

**FISCAL IMPACT:**

**General Fund revenue of \$10,400**

**ATTACHMENTS:**

**Resolution  
Lease Agreement**

RESOLUTION NO. 16-

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

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

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

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a one-year lease agreement with the Bedford Euleless Soccer Association for the purposes of conducting practices and games at the Meadow Park, Stormie Jones Park and Boys Ranch soccer fields.

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

PRESENTED AND PASSED this 23rd day of August 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:

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Michael Wells, City Secretary

APPROVED AS TO FORM:

---

Stan Lowry, City Attorney

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, with the following terms and conditions ,made on the 23<sup>rd</sup> day of August 2016, by and between the City of Bedford, Texas (herein called "Landlord" or "City"), and Bedford Eules Soccer Association, (herein called "Tenant" or "Association") which parties do hereby agree as follows:

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

Meadow Park Athletic Complex  
3200 Meadow Park  
Bedford, TX 76021

Stormie Jones Park  
2500 Block of Brasher  
Bedford, TX 76021

Boys Ranch Park  
2801 Forest Ridge Drive  
Bedford, Texas 76021

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

### 1. GENERAL PROVISIONS

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

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

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

## **2. AFFIRMATIVE COVENANTS OF TENANT**

Tenants covenant that they shall:

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

## **3. DAMAGE TO LEASED PREMISES**

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

## **4. ALTERATIONS**

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

**5. MAINTENANCE**

5.1 The Tenant agrees to provide related equipment necessary for play, provide officials, and assume responsibility of all litter inclusive of the playing area and surrounding fence area at the end of each game or practice day.

5.2 The Landlord agrees to prepare all fields, including mowing and lining for the first season game. The Landlord will continue to mow the fields throughout the season. After the first season game, the Tenant agrees to provide all future linings.

**6. ALCOHOL**

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

**7. INDEMNIFICATION AND INSURANCE RIGHTS**

(a) Tenant shall indemnify Landlord and its agents, elected officials, officers, and employees and attorneys and save it harmless from and against any and all claims, actions, damages, liability, and expense, including reasonable attorney’s fees, in connection with loss of life, personal injury, or damage to property occurring in or about, or arising out of, the Leased Premises, or use thereof, or occasioned wholly or in part by any act, occurrence or commission of Tenant, its agent, subtenants, licenses, contractors, customers or employees. All cost, expenses and reasonable attorney’s fees that may be incurred or aid in enforcing the covenants and conditions of the Lease, whether incurred as a result or litigation or otherwise, shall be recovered by the prevailing party from the other party.

(b) Tenant obtain and keep in force during the term of this Lease Agreement, without expense to Landlord, insurance as set forth below, with an insurance company qualified to do business in the State of Texas with a rating of at least A under A. M. best ratings or comparable rating system. The City shall be shown as an Additional Insured on the Policy. The Tenant shall be the named insured. Said insurance shall be on an occurrence basis. The insurance terms shall require notification of any change or termination to be delivered to the City. Insurance shall cover general liability, liability for injury to or death of any persons resulting from any occurrence in or about the Lease Premises and for damage to property in such amounts as may from time to time be customary with respect to similar properties in the area, but in any event not less than:

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

True copies of said policies or certificates thereof showing the premium thereunto have been paid shall be delivered to Landlord upon execution of the Lease Agreement. If tenant fails to procure and keep in force such insurance, Tenant shall not be allowed to operate on Leased Premises.

**8. LANDLORDS ACCESS TO LEASED PREMISES**

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

**9. ASSIGNMENT**

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

**10. NOTICES**

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

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

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

**11. VENUE**

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

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2016

Landlord: City of Bedford

By: \_\_\_\_\_  
Roger Gibson  
City Manager  
City of Bedford

Tenant: Bedford Eules Soccer Association

By: \_\_\_\_\_



# Council Agenda Background

**PRESENTER:** Eric Valdez, Community Services Manager

**DATE:** 08/23/16

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

**ITEM:**

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

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

This item is an annual renewal of an existing contract with Planet Kidz, Inc. to hold the Fun Time Live program at the Boys Ranch Activity Center. This program, for children in 2nd through 7th grades, has been offered at the Boys Ranch for over 14 years. The average attendance is approximately 150 per Saturday night. Participants enjoy a variety of games, contests, dancing and concessions. This is a renewal of an ongoing contract with a term of 12 months. The Planet Kidz program schedule follows the HEB ISD school calendar and only meets when school is in session.

The agreement is for Planet Kidz, Inc. to pay a fee to the City in the amount of \$445 per Saturday. The agreement has worked extremely well over the years. Both staff and Planet Kidz, Inc. are pleased with the arrangement.

**RECOMMENDATION:**

Staff recommends the following motion:

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

**FISCAL IMPACT:**

\$6,775 General Fund Revenue

**ATTACHMENTS:**

Resolution Agreement

RESOLUTION NO. 16-

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

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

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

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a lease agreement for a term of one year with Planet Kidz, Inc. for the purposes of holding the Fun Time Live Program for \$445 payable weekly each time that the Fun Time Live Program is held.

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

PRESENTED AND PASSED this 23rd day of August 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

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of the 23rd day of August, 2016, by and between the City of Bedford, Texas (herein called "Lessor"), and PLANET KIDZ, INC., whose principal mailing address is 330 Oaks Trail Suite 118 Garland, Texas 75043 Organization, (herein called "Lessee").

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

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

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

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

### WITNESSETH:

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

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

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

(a) All participants in the Youth Activity Program shall be in grades 2-7. **Lessee shall provide age appropriate activities for all participants.**

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

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

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

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

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

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

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

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

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

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

7. Term of Agreement. The term of this Agreement shall be from date August 23, 2016 until August 23, 2017. Lessee shall operate each **Saturday** night during the term of this lease from the hours of 7:00 p.m. to 11:00 p.m. only, commencing upon the effective date hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Lessor City of Bedford

\_\_\_\_\_  
Lessee: PLANET KIDZ, INC. &  
COMPANIES

By: \_\_\_\_\_  
Roger Gibson, City Manager

By: \_\_\_\_\_  
Dale A. Oakes, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Council Agenda Background

**PRESENTER:** Meg Jakubik, Strategic Services Manager

**DATE:** 08/23/16

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

**ITEM:**

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.

**City Attorney Review:** Yes

**City Manager Review:** \_\_\_\_\_

**DISCUSSION:**

The Texas Health Harris Methodist Hospital HEB serves the communities of Hurst, Euless and Bedford with advanced medical treatments, and is the only hospital in Northeast Tarrant County designated as a Level III Trauma Unit. The Texas Health HEB service area is projected to experience a 32% growth rate for the 65+ population from 2013-2018. The size and condition of the facility are no longer sufficient to meet the critical care needs of the community and to accommodate new technology and equipment.

On July 11, 2016, representatives of Texas Health HEB presented information regarding this expansion and the impact of the hospital on the community. Texas Health Harris Methodist Hospital HEB is seeking donations to support a new Intensive Care Unit (ICU) expansion project. The philanthropic goal is \$2 million and, to date, the hospital has raised \$1 million.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of 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.

**FISCAL IMPACT:**

Funding of the \$10,000 will come from current year surplus funds.

**ATTACHMENTS:**

Resolution  
Letter of Understanding

RESOLUTION NO. 16-

**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.**

**WHEREAS, Texas Health Harris Methodist Hospital HEB serves the communities of Hurst, Euless and Bedford with advanced medical treatments and is the only hospital in Northeast Tarrant County designated as a Level III Trauma Unit; and,**

**WHEREAS, the Texas Health HEB service areas is projected to experience a 32% growth rate for the 65+ population from 2013-2018; and,**

**WHEREAS, the current facility is no longer sufficient to meet the critical care needs of the community and to accommodate new technology and equipment; and,**

**WHEREAS, the City Council of Bedford, Texas desires to support the expansion of the Intensive Care Unit through a donation to this project, which will serve a needed public purpose.**

**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 Mayor is authorized to sign a letter of understanding with the Texas Health Harris Methodist Hospital HEB for a donation to the Intensive Care Unit Expansion Project.**

**PRESENTED AND PASSED on this 23rd day of August 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**  
TEXAS

August 23, 2016

Shannon Fisher  
Sr. Director, Foundation Relations/Grants  
Texas Health Resources Foundation  
612 E Lamar Blvd, Suite 300  
Arlington, TX 76011

Dear Ms. Fisher:

The Bedford City Council has considered the request by Texas Health Harris Methodist Hospital HEB to donate a sum in the amount of \$10,000 to the Intensive Care Project, and has agreed to donate to the project. The donation will be used to fund the nurses station in the new Intensive Care Unit located at your HEB hospital campus. The cities of Hurst and Euless will also be donating a like amount.

The City must develop this simple letter of understanding for a donation to be made to any non-profit agency. For the \$10,000 donation, the City of Bedford will be engraved on the donor plaque, along with the cities of Hurst and Euless, and it will be permanently displayed in the facility. A picture of the plaque will be submitted to the City verifying its installation. With your signature, Texas Health Resources HEB agrees to the terms of this letter of understanding.

Sincerely,

Jim Griffin, Mayor

Accepted: \_\_\_\_\_

Cc: Bedford City Council