

AGENDA

Regular Meeting of the Bedford City Council
Tuesday, September 27, 2016
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021

Conference Room Work Session 5:15 p.m.
Council Chamber Work Session 5:30 p.m.
Council Chamber Regular Session 6:30 p.m.

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

CONFERENCE ROOM WORK SESSION 5:15 P.M.

- Discussion regarding Bedford's Citizen Boards and Commissions.

COUNCIL CHAMBER WORK SESSION

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Report on recent Parks and Recreation, and Senior Center activities.
- Update on the State Water Implementation Fund of Texas (SWIFT) project.

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Williams, TW Survey A1735 Tr 6C02, also known as, 1805 L. Don Dodson Drive.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Bedford Commons.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1 Mobil Addition-Bedford.
- d) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 3R Lot 1A &1B1 Bedford Forum Addition
- e) Pursuant to Section 551.074, personnel matters - City Manager search

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Steven Ridings, Central 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. Employee Service Awards
2. Proclamation recognizing October 2016 as Fire Prevention Month in the City of Bedford.
3. Proclamation recognizing October 2016 as Crime Prevention Month in the City of Bedford.
4. Proclamation recognizing October 4, 2016 as the official day for National Night Out in the City of Bedford.

APPROVAL OF THE MINUTES

5. Consider approval of the following City Council minutes:
 - a) September 6, 2016 special meeting
 - b) September 13, 2016 regular meeting
 - c) September 14, 2016 special meetings

OLD BUSINESS

6. Consider a resolution authorizing the City Manager to enter into a contract with CivicPlus in the amount of \$56,560 for the design, conversion and implementation of a new City website.

NEW BUSINESS

7. Public hearing and consider an ordinance to rezone Lot 1, Block 1, Harwood Village North Addition, located at 735 (605) Harwood Road, Bedford, Texas, from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit (H/SUP), specific to Section 3.2.C.2.a, Churches, Temples and Synagogues of the City of Bedford Zoning Ordinance, allowing for Iglesia De Dios to operate a bilingual church. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP- 2016-50034)
8. Public hearing and consider an ordinance to rezone Lot A 5, Block 27, Stonegate Addition, located at 1312 Brown Trail, Bedford, Texas, from Light Commercial (L) to Light Commercial/Specific Use Permit (L/SUP), specific to Section 3.2.C.14.b,i, Scientific Research, Development and Testing Laboratories, of the City of Bedford Zoning Ordinance, allowing for Nanoscope Technologies to operate a dedicated pre-clinical R&D facility. The subject property is generally located north of Bedford Road and east of Brown Trail. (PZ-SUP- 2016-50038)
9. Consider an ordinance amending the stormwater drainage charges and monthly stormwater system fees by amending Ordinance No. 01-2590; providing a repealing clause; providing a severability clause; and declaring an effective date.
10. Consider an ordinance of the City of Bedford, Texas setting forth registration requirements and credit extension guidelines for credit access businesses; containing a savings clause; providing a penalty clause; and providing an effective date.
11. Consider a resolution authorizing the City Manager to enter into the first year of a five-year contract with Siemens Industry, Inc. to service and maintain the City's HVAC mechanical, monitoring, and building automation systems in 17 facilities throughout the City, in the amount of \$70,115.
12. Consider a resolution authorizing the City Manager to enter into a contract with Schrickel, Rollins and Associates, Inc. in the amount of \$104,000 for engineering design and survey services for Brown Trail Water and Sewer Improvements Project from Bedford Road to SH 183 Frontage Road.

13. Consider a resolution authorizing the City Manager to enter into a contract with Gary Burton Engineering, Inc. in the amount of \$73,500 for engineering design and construction phase services for Sulphur Branch 18” Relief Sewer from Briar Drive to Shirley Way and Rehab 10” Sewer Upstream of Schumac Lane Project.
14. Consider a resolution of the City Council of Bedford, Texas, authorizing the submission of a grant application to purchase Samsung PT60A ultrasounds for the Fire Department MICUs to the Assistance to Firefighters Grant administered by the Department of Homeland Security, Federal Emergency Management Agency’s Grant Programs Directorate.
15. Consider a resolution authorizing the City Manager to enter into a contract with Granicus for a new digital voting system.
16. Consider a resolution appointing members to the City of Bedford Citizen Boards and Commissions.
17. Report on most recent meeting of the following Boards and Commissions:
 - ✓ Animal Shelter Advisory Board - Councilmember Fisher
 - ✓ Beautification Commission - Councilmember Turner
 - ✓ Community Affairs Commission - Councilmember Farco
 - ✓ Cultural Commission - Councilmember Champney
 - ✓ Library Advisory Board - Councilmember Farco
 - ✓ Parks and Recreation Board - Councilmember Sartor
 - ✓ Teen Court Advisory Board - Councilmember Gebhart
 - ✓ Senior Citizen Liaison - Councilmember Turner

18. Council member Reports

19. City Manager/Staff Reports

EXECUTIVE SESSION

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

- a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Williams, TW Survey A1735 Tr 6C02, also known as, 1805 L. Don Dodson Drive.
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Bedford Commons.
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1 Mobil Addition-Bedford.
- d) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 3R Lot 1A &1B1 Bedford Forum Addition.
- e) Pursuant to Section 551.074, personnel matters - City Manager search.

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

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

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, September 23, 2016 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Michael Wells, City Secretary

Date Notice Removed

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



Council Agenda Background

PRESENTER: Eric Valdez, Community Services Manager

DATE: 09/27/16

Work Session

ITEM:

Report on recent Parks and Recreation, and Senior Center activities.

City Manager Review: _____

DISCUSSION:

The presentation will encompass an up-to-date overview of recent activities of the Parks and Recreation Department and the Senior Activity Center.

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Kenneth Overstreet, Public Works Director
Dean Yanagi, Senior Staff Engineer

DATE: 09/27/16

Work Session

ITEM:

Update on the State Water Implementation Fund of Texas (SWIFT) project.

DISCUSSION:

Public Works staff will give a presentation on the State Water Implementation Fund of Texas (SWIFT) projects.

ATTACHMENTS:

PowerPoint Presentation

SWIFT

State Water Implementation Fund
for Texas



SWIFT

- Bedford received funds on first installment of 30 million on December 9, 2015.
- Bedford can take installments of 20 million in 2017, 2019 and 2021 if needed, up to 90 million.
- Funds can be used to replace the water infrastructure and to automate meter reading (AMR).
- Bedford has up to 10 years to use the funds for water line replacement.

SWIFT

CITY OF BEDFORD SWIFT FUNDING	TWDB Funding Approved	TWDB Funding 2015/2016		TWDB Funding 2017/2018	TWDB Funding 2019/2020	TWDB Funding 2021/2022
		Construction	Design	Construction	Construction	Construction
	\$90,000,000	\$27,000,000	\$3,000,000	\$20,000,000	\$20,000,000	\$20,000,000
Amount Received from TWDB		\$27,000,000	\$3,000,000			



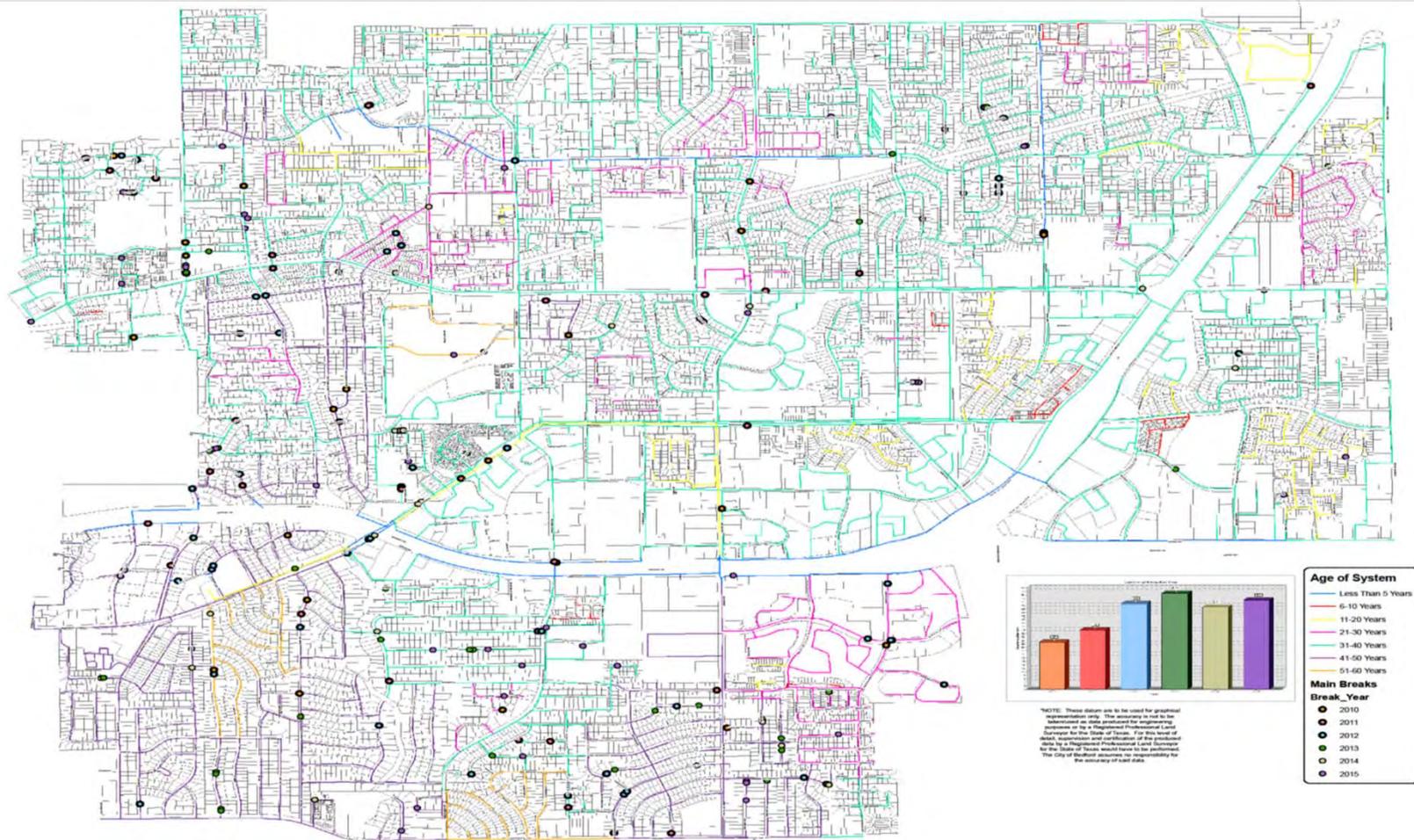
SWIFT

In January and February of 2016, Staff worked with the Texas Water Development Board (TWDB) to make a few revisions to the loan contract.

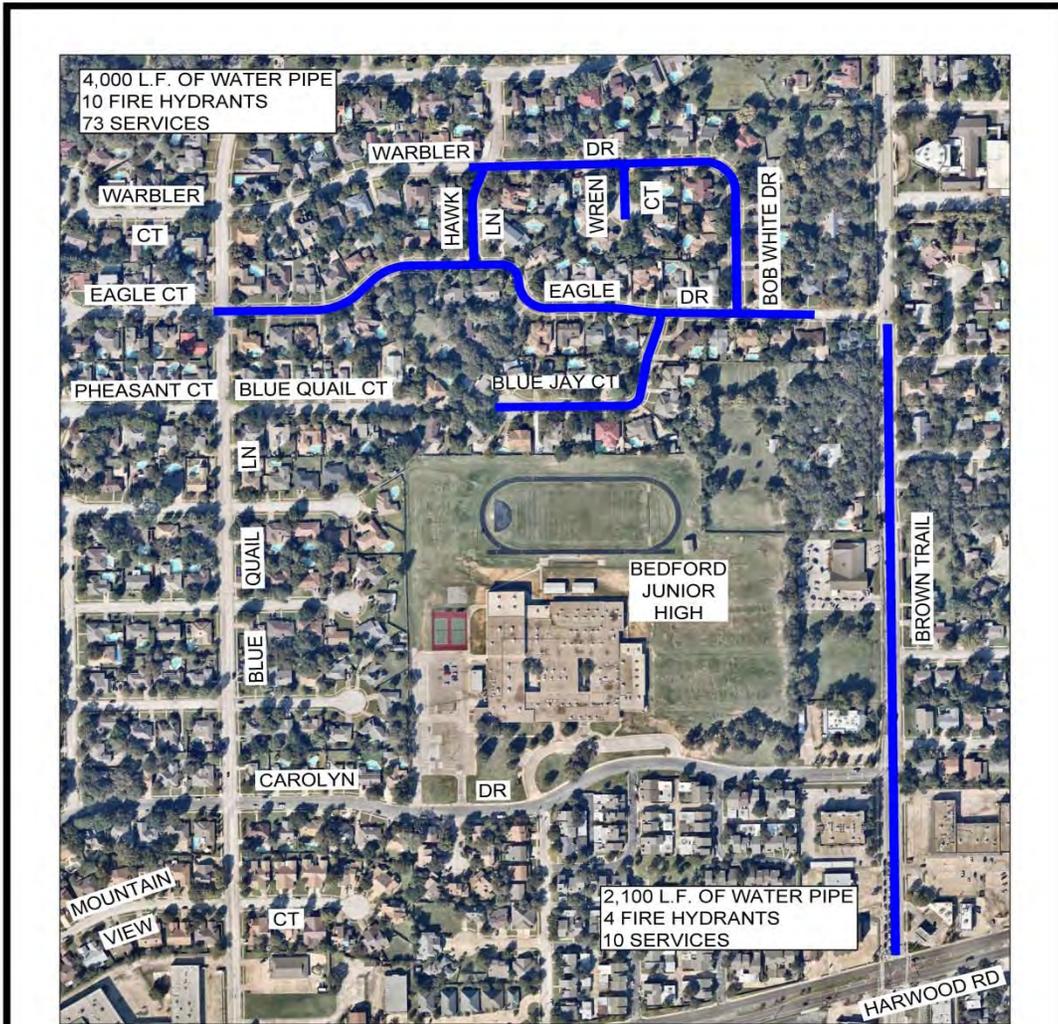
1. Bedford asked for 3 million to be released for engineering and professional services.
2. Change in “like pipe size” to be changed to 8” minimum size to meet City Standard Specifications.
3. Water assessment of 20 miles of water line with the water main break map that was supplied in the loan application.
4. AMR project to allow sole source to vendors.

SWIFT

- Water main breaks and age of system.



SWIFT Project 16-01



CONTRACT AWARDED FOR \$1,140,065.00



Prepared by City of Bedford Public Works Engineering Department

SWIFT 16-01
BROWN TRAIL, EAGLE DRIVE,
WARBLER DRIVE,
BOBWHITE DRIVE, WREN COURT,
AND BLUE JAY COURT



SWIFT Project 16-02



COMMERCE PLACE



SCENIC HILLS DRIVE
AND
RED OAK LANE



TIBBETS DRIVE

CONTRACT AWARDED FOR \$1,176,060.00



SWIFT 16-02
COMMERCE PLACE, TIBBETS DRIVE,
SCENIC HILLS DRIVE, AND RED OAK LANE

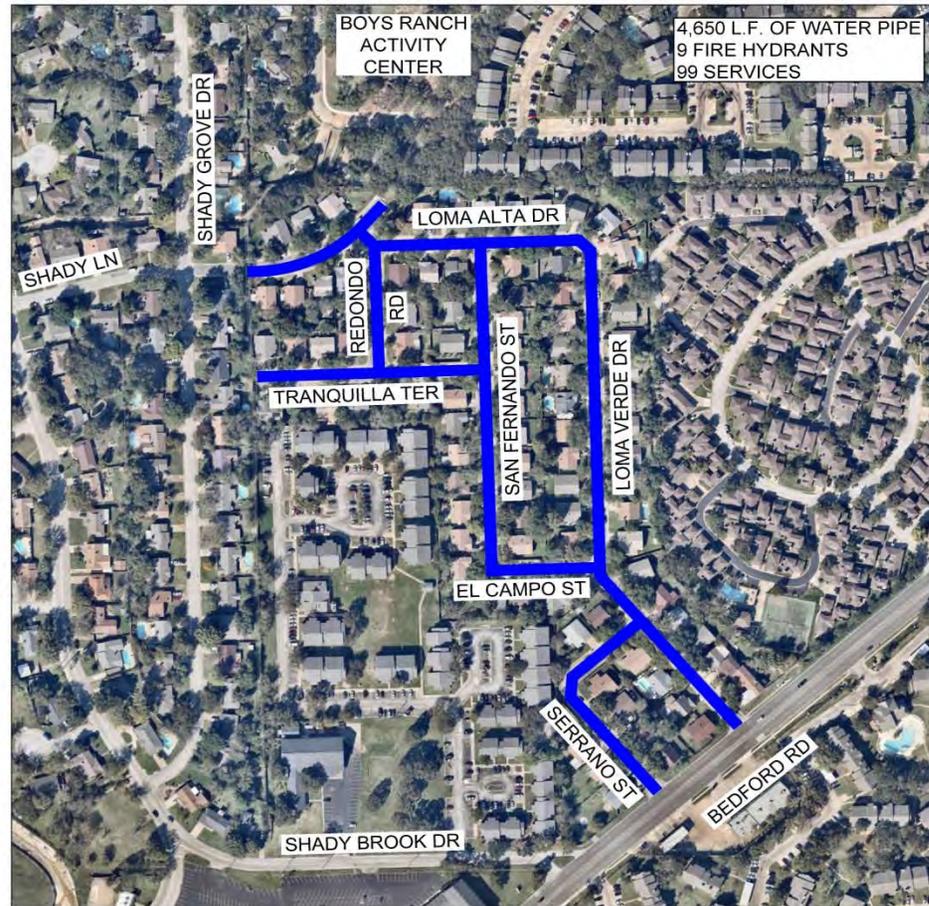


SWIFT Project 16-03

Automated Meter Reading



SWIFT Project 16-04



PROJECT IS IN DESIGN PHASE (APPROXIMATELY 90% COMPLETE)
PROBABLE CONSTRUCTION COST: \$1,100,000.00

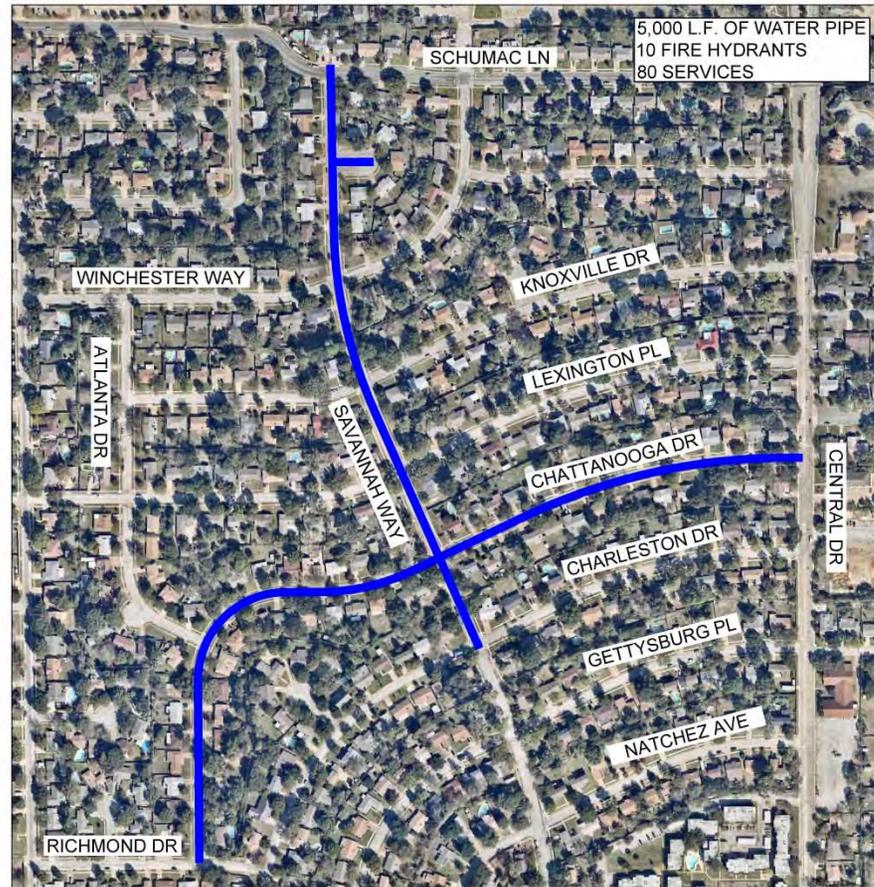


Prepared by City of Bedford Public Works Engineering Department

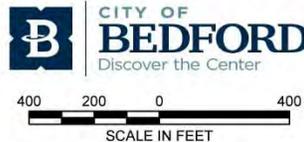
SWIFT 16-04
LOMA VERDE ADDITION



SWIFT Project 16-05



WATER PORTION IS IN DESIGN PHASE (APPROXIMATELY 90% COMPLETE)
PROJECTED WATER CONSTRUCTION COST: \$1,200,000.00
**EVALUATING COLLECTION SYSTEM CONDITION FOR POTENTIAL
CONSECUTIVE PROJECTS**



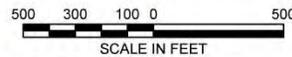
SWIFT 16-05
BELL MANOR UNITS 3, 4, AND 5
CHATTANOOGA DRIVE
(RICHMOND DRIVE TO CENTRAL DRIVE)
SAVANNAH WAY
(CHARLESTON DRIVE TO SCHUMAC DRIVE)



SWIFT Project 16-06



**WATER PORTION IS IN DESIGN PHASE (APPROXIMATELY 40% COMPLETE)
EVALUATING COLLECTION SYSTEM CONDITION FOR POTENTIAL
CONSECUTIVE PROJECTS**



**SWIFT 16-06
SHADY BROOK ADDITION AND
BEDFORD RANCH ESTATES
(LAKEVIEW DRIVE AND LAKEVIEW COURT)**



SWIFT and CIP Projects

Brown Trail and Bedford Road



BROWN TRAIL WATER AND SEWER IMPROVEMENTS
(BEDFORD ROAD TO SH. 183 FRONTAGE ROAD)



SWIFT and CIP Projects

Brown Trail and Bedford Road



Schubert, Ruffin and Associates, Inc.
Landscape Architecture • Civil Engineering • Planning
191 Coppola Drive West Phone 817.649.1276
Suite 200 Home 817.649.8212
Allgeen, Texas 76005 Fax 817.649.7643

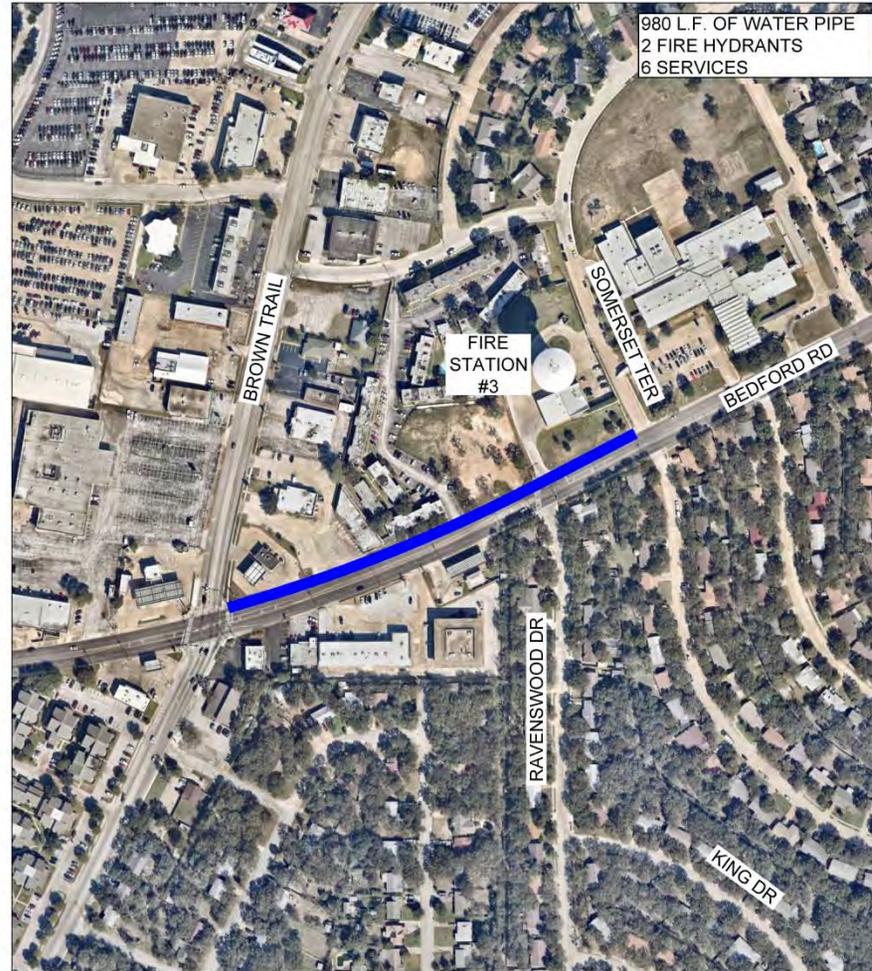
BROWN TRAIL WATER AND SEWER IMPROVEMENTS
(BEDFORD ROAD TO S.H. 183 FRONTAGE ROAD)



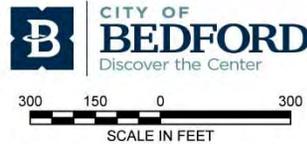
CITY OF BEDFORD

SWIFT and CIP Projects

Bedford Road –
Somerset Terrace
to Brown Trail



PROJECT IS DESIGNED



SWIFT 16-07
BEDFORD ROAD WATER MAIN
(NORTH PORTION)





Future SWIFT Projects

- Stonegate Addition
- Gregory Addition
- Nottingham Addition

Funding Break Down

SWIFT #	CIP Projects	Design Engineer	Status	Design Cost	Construction Cost	Linear Footage of Water Line Improvements
16-01	Brown Trail/Eagle Drive/Warbler Drive/Wren Court/Blue Jay Court Water Improvements	In-house	Under Construction		\$1,140,065	6,550
16-02	Commerce Place/Tibbets Drive/Scenic Hills Drive/Red Oak Lane Water Improvements	In-house	Under Construction		\$1,176,060	6,070
16-03	AMR Meters	King Engineering	Design		\$15,000,000	
16-04	Loma Verde Water Improvements	In-house	Design		\$1,100,000	4,650
16-05	Chattanooga/Savannah Water Improvements	In-house	Design		\$1,200,000	5,000
16-06	Shadybrook Water Improvements	In-house	Design		\$1,400,000	8,000
16-07	Bedford Road Paving (Brown Trail to Somerset)	Pacheco Koch	Design	\$8,450	\$125,000	1,359
16-08	Brown Trail Water and Sewer (Bedford Rd to SH183)	SRA		\$44,200	\$400,000	2,720
16-09	Gettysburg Place and Nottingham Addn.	In-house				
16-10	Stonegate North	In-house				
	TOTAL			\$52,650	\$21,541,125	34,349

Questions



Council Agenda Background

PRESENTER: Chuck Carlisle, Fleet and Facilities Manager
Eric Valdez, Community Services Manager

DATE: 09/27/16

Council Recognition

ITEM:

Employee Service Recognition

City Manager Review: _____

DISCUSSION:

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

Kyle Petrick	Support Services	10 years
Debi Johnson	Support Services	20 years
Dale Dawson	Senior Center	20 years

ATTACHMENTS:

N/A



Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 09/27/16

Council Recognition

ITEM:

Proclamation recognizing October 2016 as Fire Prevention Month in the City of Bedford.

City Manager Review: _____

DISCUSSION:

Fire Prevention Month is a nationwide effort held each October to encourage Americans to take simple steps to prevent fire emergencies in their homes, businesses and schools. The goal of Fire Prevention Month is to increase public awareness about the importance of preparing for fire emergencies and to encourage individuals to take action.

The Fire Department will host an Open House with live demonstrations and citizen interaction at the Central Fire Station on Saturday, October 15, 2016 from 10:00 a.m. until 2:00 p.m.

The national fire prevention theme for 2016 is “Don’t Wait – Check the Date! Replace Smoke Alarms Every 10 Years.”

Interim Fire Chief Bobby Sewell will accept the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire. The citizens of Bedford must take action to prevent fires and to protect themselves if fire strikes. Awareness of simple safety practices can help lower fire death and injury rates; and

WHEREAS, the City of Bedford and the Bedford Fire Department are committed to the safety and well being of all citizens and visitors to this community; and

WHEREAS, the 2016 Fire Prevention theme, "Don't Wait – Check the Date! Replace Smoke Alarms Every 10 Years", effectively serves to remind us all of the simple actions we can take to keep our homes and families safe from fire during Fire Prevention Month and year-round; and

WHEREAS, citizens are invited to the Bedford Fire Department's Open House, Saturday, October 15, 2016, 10 a.m. until 2 p.m. at the Central Fire Station with life and fire safety demonstrations, preparedness and prevention information, and fun for the whole family.

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 October, 2016, as:

Fire Prevention Month

and call upon the citizens of the City of Bedford to protect your family from fire by having working smoke alarms and plan and practice fire drills. This month is commemorated across North America and supported by the public safety efforts of fire departments, schools and other safety advocates, in conjunction with the National Fire Protection Association.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
27th day of September, 2016.*

JIM GRIFFIN, MAYOR




Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 09/27/16

Council Recognition

ITEM:

Proclamation recognizing October 2016 as Crime Prevention Month in the City of Bedford.

City Manager Review: _____

DISCUSSION:

In 1984, the National Crime Prevention Council designated October as Crime Prevention Month. Since 1984, government agencies, civic groups, schools, businesses, and youth organizations have reached out to educate the public, showcase their accomplishments, and explore new partnerships during this special month.

October has become the official month for recognizing and celebrating the practice of crime prevention, while promoting awareness of important issues such as victimization, volunteerism, and creating safer, more caring communities. The month-long celebration spotlights successful crime prevention efforts on the local, state, and national levels.

Police Chief Jeff Gibson and Sergeant Doug Crowell will be accepting this proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, the vitality of our city depends on how safe we keep our homes, neighborhoods and communities; and

WHEREAS, crime and fear of crime destroy our trust in others and in institutions, threatening the community's health, prosperity and quality of life; and

WHEREAS, people of all ages must be made aware of what they can do to prevent themselves, their families, neighbors and co-workers from being harmed by drugs, violence and other crime; and

WHEREAS, the personal injury, financial loss, and community deterioration resulting from crime are intolerable and require investment from the whole community; and

WHEREAS, crime prevention initiatives must include self-protection and security, but they must go beyond these to promote collaborative efforts to make neighborhoods safer for all ages and to develop positive educational and recreational opportunities for young people; and

WHEREAS, adults must invest time, resources and policy support in effective prevention and intervention strategies for youth, and teens must be engaged in driving crime from their communities; and

WHEREAS, effective crime prevention programs excel because of partnerships among law enforcement, other government agencies, civic groups, schools, faith communities, businesses and individuals as they help to nurture community responsibility and instill pride.

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 October, 2016; as:

Crime Prevention Month

in the City of Bedford and urge all citizens, government agencies, public and private institutions and businesses to invest in the power of prevention and work together for the common good.

*In witness whereof, I have hereunto set my hand and
caused the seal of the City of Bedford to be affixed this
27th day of September, 2016.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Jim Griffin, Mayor

DATE: 09/27/16

Council Recognition

ITEM:

Proclamation recognizing October 4, 2016 as the official day for National Night Out in the City of Bedford.

City Manager Review: _____

DISCUSSION:

The 33rd Annual National Night Out is a unique, inexpensive crime/drug prevention event that is scheduled for Tuesday, October 4, 2016.

National Night Out was designed to: heighten crime and drug prevention awareness; generate support for, and participation in, local anti-crime efforts; strengthen neighborhood spirit and police-community partnerships; and send a message to criminals letting them know neighborhoods are organized and fighting back.

From 7:00 p.m. to 10:00 p.m. on October 4, residents from Bedford and across Texas are asked to lock their doors, turn on outside lights and spend the evening outside with neighbors and police. Many neighborhoods throughout Bedford will be hosting a variety of special events, such as block parties, cookouts and visits from officers and volunteers of the Police Department.

Police Chief Jeff Gibson and Sergeant Doug Crowell will be accepting the proclamation.

ATTACHMENTS:

Proclamation



CITY OF
BEDFORD

Proclamation

WHEREAS, National Night Out, “America’s Night Out Against Crime,” was introduced by the National Association of Town Watch, a nonprofit crime prevention organization, in 1983; and

WHEREAS, the 33rd annual National Night Out Against Crime is a nation-wide event designed to promote neighborhood safety; and

WHEREAS, National Night Out activities are designed to heighten crime and drug prevention awareness, generate participation in local anti-crime programs, strengthen neighborhood spirit and community partnerships, and send a message to criminals that neighborhoods are organized and fighting back; and

WHEREAS, on October 4, neighborhoods across Texas will turn on porch lights in observance of National Night Out.

NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim October 4, 2016, as:

National Night Out

and urge all citizens of Bedford to support National Night Out by hosting and participating in neighborhood events and activities.

*In witness whereof, I have hereunto set my hand and caused the seal of the City of Bedford to be affixed this
27th day of September, 2016.*

JIM GRIFFIN, MAYOR





Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 09/27/16

Minutes

ITEM:

Consider approval of the following City Council minutes:

- a) September 6, 2016 special meeting
- b) September 13, 2016 regular meeting
- c) September 14, 2016 special meetings

City Manager Review: _____

DISCUSSION:

N/A

ATTACHMENTS:

September 6, 2016 special meeting
September 13, 2016 regular meeting
September 14, 2016 special meetings

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Special Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 6th day of September, 2016 with the following members present:

Jim Griffin	Mayor
Steve Farco	Council Members
Roger Fisher (appeared via videoconference)	
Dave Gebhart	
Rusty Sartor	
Roy W. Turner	

constituting a quorum.

Councilmember Champney was absent from the meeting.

Staff present included:

Roger Gibson	City Manager
Kelli Agan	Assistant City Manager
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Jeff Gibson	Police Chief
Meg Jakubik	Strategic Services Manager
Jill McAdams	Human Resources Director
Kenny Overstreet	Public Works Director
Maria Redburn	Library Director
Bobby Sewell	Interim Fire Chief
Bill Syblon	Development Director

SPECIAL SESSION

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

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order. He stated that Councilmember Champney is still recuperating from surgery and extended prayers to him. He also stated that Councilmember Fisher is appearing via videoconference.

NEW BUSINESS

1. Second public hearing to consider the proposed 2016 tax rate.

Strategic Services Manager Meg Jakubik stated that a second public hearing on the tax rate is required for any rate above the effective rate. The Council has not yet set a tax rate, only the maximum rate they would consider. The tax rate will be set at a Special Council Meeting on Wednesday, September 14, 2016 at 7:00 p.m. At the maximum tax rate to be considered, there would be a decrease in the debt rate of just over two cents, while the maintenance and operations portion would increase to 32 cents. The maximum rate Council can consider is the current rate of \$0.494830 per \$100 valuation. The Council can adopt anything up to that rate when it is finalized at the September 14 meeting.

Mayor Griffin stated the City's tax rate has remained constant or decreased over the previous five years. The Council has set the maximum not-to-exceed rate at the current tax rate. By bringing in the same revenue as the previous year, increases in costs and decreases in buying power would not be addressed. Health care costs increased by 38 percent, which had to be absorbed through a combination of the City and employees. In asking for feedback and input from constituents, Council has heard that they want a focus on infrastructure improvements and retention of public safety employees. The City is 28 out of 29 communities in regard to the starting salary of public safety employees. Voters approved bond packages for the new Library and Boys Ranch Park, which came with the idea of adding those to the tax burden, but were instead absorbed into the budget with no overall tax hike. In regard to being responsible with debt, the debt rate would decrease from 19 cents to 17 cents. Staff has worked tirelessly to come up with a lean budget and the City has the lowest amount spent per capita in comparison with the ten cities against which it benchmarks itself.

Mayor Griffin opened the public hearing at 6:38 p.m.

Heather Prough-Brown, 1712 Monette Drive, Bedford – Ms. Prough-Brown asked if the City had shopped around to find insurance for a better price and coverage. In response, it was stated that the City does do that and there is a firm that helps the City shop for coverage; however, there are not many vendors that insure cities. The City has tried different alternatives to maximize the funds spent on insurance. Ms. Prough-Brown further asked if business could help, and used the mall in Hurst as an example. She lived in Hurst and it was perfect, and she was reluctant to move to Bedford due to problems a decade ago. She asked what efforts the City has taken to be business friendly, so businesses want to come to Bedford. There was discussion on the City taking steps and attracting new businesses; the City having no land to create a mall; maximizing the vacant spaces the City has; money coming from investors and businesses, not the people; Bedford Commons; the City not needing the turmoil from a decade ago; property values increasing 11 percent; and Hurst's debt rate and tax rate compared to Bedford's, even with the mall.

Richard McCook, 3220 Vintage Way, Bedford – Mr. McCook stated that he has lived at his address since 1994 and in Bedford since 1985. In dealing with complex issues, there is a tendency to look inward for solutions. He discussed perpetuating an upwards cost spiral by trying to compete with other cities, and such competition resulting in higher costs and taxes. The Council should look outward to the people paying for the budget. The economy in the private sector since 2008 has been dismal with stagnant wages, interest rates at or near zero, real employment being down and underemployment being common place. The Consumer Price Index has been rising and the purchasing power of the dollar has eroded to \$0.73. Many taxpayers have to pay for their own insurance and their own retirement, maybe with a small company match. He asked why the Council, under these circumstances, would consider a higher tax rate than was requested by staff. A majority of Council expressed support for a 10 percent tax increase above the rollback rate, which is more than staff says it needs. He asked that the rate be set at the real effective tax rate, which gives the same amount of money as the previous year, along with any new additions. When conditions improve, Council should consider adding a homestead exemption and dropping the \$1M loan proposal. He stated that the City should not take money by force-of-law through taxes and gifting that money to private organizations without citizen consent, regardless of their good works. He does not need the City to make charitable donations for him. The City should advertise more boldly a system by which one can donate for parks, the Animal Shelter and the Library, and it should be expanded to include other departments and the donations reported periodically to encourage others.

In response, Councilmember Fisher stated that he tended to agree with Mr. McCook and would love to leave the tax rate at the effective rate and collect same amount of revenues as the previous year; however, expenses are different, including an increase in health care costs of \$1M. Further, there are employees that are way underpaid. He did agree with Mr. McCook on the tax note. Mr. McCook stated that everybody has those same problems and that Council needs to look at the people that are paying for the taxes, who are unable to come back and raise their own salary, they have to make it work with what they have. There is a built-in increase because of new properties. He stated that he treasures the City's employees but they have to understand they are not the only ones in the game and that taxpayers need to be considered. Many residents do not have insurance, and he asked what should be done for those people, and discussed

adding a tax increase on top of that situation. Councilmember Fisher stated that the City cannot budget in a vacuum when health care costs continue to increase and there are needs for fire trucks and ambulances. Mr. McCook stated that the budget requires a certain amount of money, and Council has authorized a maximum tax rate that is over what staff asked for. Tax payers, many on a fixed income, are under pressure as well as the City. He stated the Federal economy is propped up by the Federal Reserve and if they decide to increase interest rates, the economy is going to crash and people will lose their homes. Councilmember Fisher stated that the Council is looking at two options: staying at the current rate without debt or going to the effective rate with debt. Mr. McCook stated that a 10.5 increase in volume seems excessive. He asked if the City should go with the 10.5 percent increase and put the strain on the taxpayer, or if there is something in-between, such as was suggested by a speaker at a previous meeting of \$0.46. Councilmember Fisher asked what would be more conservative: the higher tax rate or the debt. In regards to a question from Mr. McCook about how the City was able to operate on the effective tax rate the previous year, he stated that there was not a \$1M increase in health care costs the previous year. There was discussion on what to do for residents without insurance, providing health insurance to employees, and the costs for health care increasing in following years. Mr. McCook stated that the current tax rate is a tax increase of 10.5 percent in volume because of the increase in valuations of the homes, and most bodies are lowering their rate to compensate for the increase in valuations. Council is taking the inflation of home values and putting it to the current tax rate. Councilmember Fisher stated he is recommending the current tax rate because the proposed budget contains \$1M in short-term debt that he is opposed to. There was discussion on the \$1M debt paying for public safety requirements. Mr. McCook asked why the City has to borrow money and that there has to be a rate between \$0.44 and \$0.49.

Councilmember Farco stated that for the previous five years, the City was able to raise taxes but stayed at the same tax rate comparable to what it needed to do. There are employees that are underpaid, facilities that are dilapidated, and increased costs. Taxable values have gone up, but so has insurance and the cost to train people. The City has become a revolving door to constantly train new Fire and Police personnel instead of keeping them. There are 30-year Police employees that could make more with five years of experience in Lewisville. He asked if the City should keep being a revolving door and have those increased training costs, or if it should take care of its Police and Fire personnel. People demand services and facility needs, and ask why they are not being improved. The City needs to look to the future and he stated the City either needs to do a little now or there may be a major tax increase to take care of facilities and services in the future. The City is asking for input from citizens, many of whom are saying to do what needs to be done to improve the City and pay for Police and Fire. The City has done more with less for the longest time. Mr. McCook stated that he remembered when the tax rate was 36 cents and asked what facilities need improvement. Facilities such as the Parks Department office and the Library are well taken care of, and Meadow Park looks better than at any time with new turf. He discussed contributing to the upward spiral of costs. The City should do what it can do for the employees, but it should also look at the taxpayers and their situation. Even though everybody is moving to Texas because there are no jobs elsewhere does not mean there is an unlimited job market. The only source of money the City has to pay employees more is through fees and taxes.

Councilmember Turner discussed the classic dilemma of government, being the conflict between what the City does for people and what it costs. There is a disconnect with a lot of people who do not relate services to taxes. People that complain the most about taxes are frequently those that complain about the City not doing things. He stated the City needs to keep public safety employees. He stated he does not care about the pay in other cities but asked if anybody would do the job of a Police Officer or Firefighter for \$47,000 a year. The number one reason he would support maintaining the current tax rate is to better pay Fire and Police. With the proposed budget, the City could afford the first year of the five-year step plan, but it is not funded beyond that. Maintaining the current tax rate would allow the City to fund the step program for another year and maybe beyond. He stated the average house in Bedford increased from \$151,000 to \$168,000. The difference between the original proposed tax rate of \$0.476 and the \$0.495 rate would be an increase of \$31 a year, or ten cents a day, which would help pay for the City's needs in the future. Bedford Commons will help the City bring in sales tax but there needs to be money to do that project. If in the future there is a need for all of these type of necessities, there would be a need to raise the tax rate much higher. He discussed talking to somebody from Finland about being happy in how much they get in services from paying 82 percent of their income in taxes.

Councilmember Farco stated that the City needs to take care of Police, Fire and support staff, and he wants to treat people fairly. For the prices they have, the City has the best services and staff in this area. Mr. McCook stated that nobody has complained about the Police and Fire services and they do an excellent job. He wished Council had the same attitude towards the taxpayers. Councilmember Farco stated the City is in the middle of the Metroplex, is not a rural community, and that houses in the City have been selling for \$25,000 to \$50,000 above asking price. Mr. McCook stated that the only way to get value out of that is for the owner to sell their house.

Councilmember Sartor stated that when the City loses a police officer, they do not get people to apply to fill the position since they can go to Euless and be paid \$10,000 more from the start. This would slow down response times and the City needs to be sensitive to the needs of community to provide staff to respond to 911 when residents call. The cost of keeping a public safety employee is drastically lower than training a new one, which is approximately \$99,000, opposed to the few thousand dollars in the step plan. There was discussion on the improvements at Meadow Park, including that the ballfields were done with private funds; and staff doing an excellent job of taking care of the soccer fields. Mr. McCook stated that no one has said that employees do not deserve what they get, but the money has to come from somewhere. Council needs to look at the situation of the people paying those taxes, as they are not doing any better since the economic decline that started in 2008. The City needs to consider both what the taxpayer and the tax receiver are facing. The City does not need to be borrowing any money because of the tenuous economy. He stated he was not there to criticize anybody, but to present a point-of-view for the standpoint of the taxpayer. Councilmember Sartor stated that the most frugal thing the City can do with its money is to keep officers and not pay the costs to train new officers.

Councilmember Gebhart stated that he has faith in Bedford and loves living in the City, as it is a great place to live. He believes that everybody working for the City has faith in Bedford as well. The City is trying to balance the needs of the City with the needs of the taxpayers to hold on to as much of their money as they can. Taxes are a necessary evil to fund things people cannot afford on their own, such as ambulances, fire trucks, streets, parks and libraries. The last thing he wants to see is the community split apart and be divided without cause. Council wants the best possible future for Bedford and to balance that with the needs of the citizens. There are people who are passionate for Police and Fire but he does not want to see a division by people castigating those that want a more responsible tact on the taxing structure as being against Police and Fire. It is Council's responsibility to make sure Police and Fire receive equitable benefits as much as they are able to do so responsibly. He favors the position proposed by staff. Council believes in supporting Police and Fire, and getting them in a more equitable position compared to other departments around the Metroplex, which the rate proposed by staff would do. He stated the City should not hold onto money because of fear of the future. Costs will inevitably increase, but if they do their jobs right, the City will get more businesses and homes. He does not think it too optimistic to keep with the proposed plan, as it provides a good balance between being responsible to the citizens and ensuring they provide for needed increases and to cover costs outside of the City's control. He would like to have a zero-based budget system but it would take a while to implement. He stated that by everybody being present at the meeting, they show an interest in the business-at-hand. He believed everybody can work together to balance the City's needs and he looked forward to continued dialogue.

Kim Brown, 3748 Ashford Drive, Bedford – Ms. Brown stated that she was one of two people who spoke at the previous meeting about wanting to keep the tax rate the same. Fire and Police are her passions, she volunteers because she likes it, and they have become her second family. Every other employee gives their all and they need to be compensated, and the City cannot sit by and say the employees cannot be helped year after year. She does not want to go through what happened ten years ago, and the City has been paying for that. She will fight that battle again if she needs to though. She stated that the people who are saying not to keep the current tax rate are those that have had their tax rate frozen because they are 65 years of age or older. They will not have the impact of the tax rate, as their tax rate will remain the same. They will pay more because their property values have risen but their tax rate will not change. People like herself who are less than 65 will be paying the additional rate and increase, which is due to the increase in property values. She stated it was a sad commentary that there are 30-year employees not making comparable wages to their peers in other cities.

Gary Morlock, 2910 Wayside Drive, Bedford – Mr. Morlock stated he lives at the west end of Harwood Road and is not happy with the way it looks. The City has developed a conceptual plan for a Harwood Road project, and that the water and sewer infrastructure underneath will need to be redone before the road itself is redone. The City has been smart in getting the first State Water Implementation Fund for Texas (SWIFT) loan to do the infrastructure work before they do the Harwood Road project. He asked about the relationship between the tax rate and when the Harwood Road project is done. He asked what monies in the current budget are allocated for the design and planning of the project, and stated he would support whatever tax rate is needed so that the project is not delayed. In response, Mayor Griffin stated that the content and the components of the project do not have a direct impact on the proposed budget. Ms. Jakubik stated there is a piece in the 4B budget in the amount of \$250,000 to continue the planning of the project, which was built on previous years' amounts. The City is working and coordinating with the Council of Governments to access additional funding to help with construction. The project is still moving along the timeline established by staff and the main construction is slotted for FY 2018. Mr. Morlock stated that he liked the answer and asked that Council let nothing delay the project.

Janna Easton, 2213 Wembley Wood Lane, Bedford – Ms. Easton stated that Council does great work, which they do for free. As a strong conservative, she does not mind the City keeping a little extra money for such things as Fire, Police and insurance; however, she did not want to see it go all the way to the top and she would like to see the Council work with them.

Mayor Griffin closed the public hearing at 7:32 p.m.

Mayor Griffin stated that the Council will officially decide on the tax rate and budget on September 14 and he appreciated the audience coming, listening and giving the Council input. Councilmember Fisher thanked Information Technology Manager Gary Clopton and his staff, Public Information Officer Natalie Foster, Communications Coordinator Ryan Fraley, Ms. Jakubik and the City Secretary's Office for being able to make the connectivity for videoconferencing possible.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 7:33 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Work Session at 5:30 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 13th day of September, 2016 with the following members present:

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

constituting a quorum.

Councilmember Sartor was absent from the meeting.

Staff present included:

Roger Gibson	City Manager
Kelli Agan	Assistant City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Cliff Blackwell	Administrative Services Director
Natalie Foster	Public Information Officer
Jeff Gibson	Police Chief
Don Henderson	Parks Superintendent
Meg Jakubik	Strategic Services Manager
Jill McAdams	Human Resources Director
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 5:30 p.m.

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

Council discussed placing the following items on consent: 2, 7, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19 and 20. Item #15 was pulled from the agenda.

Strategic Services Manager Meg Jakubik presented information regarding Item #7 and Item #8, which are for routine water and sewer rate adjustments. The previous year, based on a rate study, the City was required to raise base rates in order to meet revenue requirements. The base rates are now sufficient for next year's operational costs. Staff is recommending only the pass-through for the rate increases from the Trinity River Authority (TRA). The volume rate for water would increase from \$3.55 to \$3.74 per 1,000 gallons. The sewer rate increase would be from \$2.55 to \$2.68 per 1,000 gallons. Based on a summer bill, and the worst-case scenario on usage, the impact would be just under \$4.00 a month for both water

and sewer. In answer to questions from Council, Ms. Jakubik confirmed that last year there was volume, as well as base and operating increases based on the rate study, and that staff is only recommending the increased costs from TRA because those are actual costs that would otherwise have to be absorbed in operations.

Administrative Services Director Cliff Blackwell presented information regarding Item #10. The Public Funds Investment Act requires the City to annually review the Investment Policy. Typically, staff would meet first via the Investment Committee to go over any particular changes. The only change being recommended is to increase the maximum maturity for operating funds from two years to three years.

Ms. Jakubik presented information regarding Item #11, which is for the second year renewal of a three-year contract for the City's mass-notification system with Blackboard Connect. The system is used for emergency and weather events, by Utility Billing to notify of late payments, and by the Municipal Court to notify of unpaid citations. Blackboard Connect guaranteed a three-year price if the City entered into a three-year contract. There was discussion on efforts to increase awareness of the system. In answer to questions from Council, Ms. Jakubik stated that the contract is based on landline and household consumption, and there is no impact on how many people can enroll online; that the amount paid out of the Water Fund is from the Utility Billing side and Public Work notifications such as for water shutoffs and repairs; and that the remainder is split between the Court Security Fund and the General Fund, which uses it less frequently.

Human Resources Director Jill McAdams presented information regarding Item #12, which is for two Personnel Policy revisions. The first is an anti-discrimination and anti-harassment policy. There was a last minute addition to the policy for the legal definition of a reasonable person. She discussed attending a human resources conference where there was discussion on the effects of bullying in the work place and potential State legislation regarding the issue. Staff decided to examine and update the policy as this type of behavior could be occurring in the City's workplace. The provisions being added are to ensure that the City is providing a safe and comfortable working environment for employees. The newest reasonable person standard would be used in the investigative process. The policy has been approved by the City Attorney. The second policy is health and dental insurance and is a cleanup based on the United States Supreme Court decision that same-sex spouses be given all benefits associated with benefits for spouses of the opposite sex. There is no change in the policy but in discussion with the City Attorney, it was felt advisable to add common law spouses to that provision. Though there are no common law spouses currently using the City's insurance, the options are now available. They have to complete an affidavit and supply necessary proof that shows they are common law. The second addition to the policy is that, pursuant to the Affordable Care Act, dependent children are allowed to stay on the plan until age 26. In answer to questions from Council, Ms. McAdams stated that these policies would be pushed out to employees through the Relias Learning System, who must read the policy and acknowledge receipt, which is then stored electronically in the system. There was discussion on making a motion to approve the policies with the added amendment. In answer to questions from Council regarding the legal verbiage specifications of unlawful harassment and legally-protected characteristics, it was stated that it is language taken out of current legal cases that used those phrases; and that common law is defined by the State as one-year cohabitating, and spouses are required to show proof of joint tax filing, and joint accounts and bills. In answer to further questions from Council regarding exit interviews, Ms. McAdams stated that supervisors have been asked to contact exiting employees via email, with a carbon copy to the Benefits Administrator, to contact Human Resources for exit interviews, and that Human Resources staff will start tracking the notifications going out to employees. There was discussion on this requirement being codified in the personnel policies.

Parks Superintendent Don Henderson presented information regarding Item #13. He stated the Parks and Recreation Board decided to use their own funds to have two lights installed in the Bark Park, with one at the small dog park and one at the large dog park. He spec'd out exact copies of the new light poles at the Boys Ranch for uniformity. The company is on the Buy Board and the costs come to \$16,590. He stated there is still a need to get permission from the School District.

Mr. Henderson presented information regarding Item #14, which is the mowing contract. It is a standard three-year contract with an option of an extension of one year. The company has been with the City for 12 years. There were formally known as Lawn Associates and have since changed their name to Vidascales. In all the years with the City, they have not raised their prices, and this is the first year they have done so, going from \$178,275 to \$194,775. The mowing of highway lots has been added, and extra mowing has been asked for along the trails, from every 15 days to every ten days. There was discussion on the number of employees that mow the area of the City land not mowed by Vidascales; that it would be \$106,000 more to turn over all mowing to Vidascales, as opposed to adding essentially two people and a mower to the Parks Department; and freeing up personnel to work full-time at the Boys Ranch. Mr. Henderson stated that properties are mowed once a week during the growing season, which works out to 33 times a year either by staff or the contractor; that Parks staff does the same amount of mowing in the parks, and when they are not mowing, they are doing special events or maintenance. There was discussion on adding to the contract that Vidascales mows the trails weekly instead of every ten days, which would increase the amount of the contract by approximately \$10,000. In answer to questions from Council, Mr. Henderson stated that there are 11 employees that more-or-less do nothing but mow during the growing season. There was discussion on Vidascales doing all the mowing saving money and allowing Parks employees to take care of the parks instead of mowing; the alternate bid from the contractor to all the parks is \$185,823 and for just the Boys Ranch is \$65,340; the mowing being done weekly; the cost to do all mowing being \$389,000; whether it is more beneficial for the contract to do all the mowing and allowing staff to take care of the things Council wants them to take care of; and eliminating people from the Parks Department to make up the difference. Mr. Henderson stated that the primary area of concern for Parks crews during the growing season is mowing and trimming, but that they also do tree trimming, marking and chalking ballfields, maintenance at the lake, pavilions and bathrooms, and other things at the parks, such as lighting and pools; that he has several staff members who work on special events such as BluesFest and the Crud Cruiser; and that he could not afford to get away with just five staff members. In answer to further questions from Council, he confirmed that the contractor will not assist with setting up and tearing down for events; that during the growing season, the employees spend approximately 60 percent of their time mowing and the rest of the time doing other things such as maintenance and clean-up. There was discussion on staff compiling information on what the Parks staff does; what the break-even would be if the City were to offload mowing, and at the same time maintaining services at a high level; and eliminating equipment and maintenance costs. In answer to questions from Council, Mr. Henderson stated that the vendor does not get paid if they do not mow, such as when it rains; that the area north of the gym was considered unimproved land and was mowed only every 30 days by the contractor until Council requested staff to take care of it once a week; that the BluesFest grounds are considered unimproved lands, but for the 30 days before the event, Parks crews put out the sprinkler system, and mow and trim it once a week. There was discussion on having a conversation that is contrary to someone else sitting in the room; the discussion not being a knock on the Parks Department; the goal of Council being to have the parks to look better; the discussion being a way to look to see if it can be done better; getting a lot more done if 11 people for 33 weeks were not mowing the grass all day long; figuring out ways to deliver the best looking project; and the responsibilities of the Parks Department being multi-faceted from the standpoint of services. In answer to questions from Council, Mr. Henderson confirmed that the Parks crews are operating at approximately 90 percent in regard to productivity; and that there is cross-training amongst employees; and that quite a lot could be accomplished of upgrading the parks if mowing was completely done by the contractor. Mr. Henderson clarified that he has two employees that work mainly on landscaping and one that works mainly on pools, bringing the total that do mowing to ten, which includes two crew leaders. There was discussion on improving efficiency and productivity; eliminating people to remain budget neutral if all of the mowing is given to the contractor; and the value to mowing the trails once a week.

Public Works Director Kenny Overstreet presented information on Item #16, which is a resolution to enter into a contract with Sabre Development to extend the waterline along FM 157 and the sewer along Renee Street to encourage business development. Further, it would improve water quality and flow in the area. This item would be paid through the 2011 Certificates of Obligation and the bid amount was \$224,725.

In answer to questions from Council, Mr. Overstreet stated that contractor did the Northwest Pressure Plane expansion, including the piping, pump station and booster pump, as well as other jobs, and they come highly recommended; and confirmed the contractor has a bid bond.

Public Works Director Kenny Overstreet presented information regarding Item #17, which is for a contract with Turner Signs to build two new monument signs, one at Cheek-Sparger Road and Highway 121, and a message board at Fire Station #3, which can show activities and event information. The message board will have a monochrome black-back with red lettering in LED. The cost is \$121,726, \$33,000 of which would be paid out of the Parks Department budget and \$87,973 for the Tourism Fund balance, as it relates to the advertising and promotional benefit.

Grant Administrator Brandi West presented information regarding Item #18, which is to enter into a Memorandum of Understanding with the cities of Fort Worth, Arlington, Hurst and North Richland Hills, and Tarrant County, for the purchase by the Police Department of six automated external defibrillators through a formulary grant with the Justice Assistance Grant branch. It is a follow-up to a resolution approved by Council in 2015. This item is to authorize the award and there is no cash match from the City.

Police Chief Jeff Gibson presented information regarding Item #19, which is for the amount of funding to complete the secondary weapons purchase. The first purchase was made at the beginning of the fiscal year and staff is requesting to move forward with the secondary purchase of handguns. This will complete the inventory of new handguns. He confirmed that the purchases were a budgeted item.

Public Information Officer Natalie Foster presented information regarding Item #20, which is a request to approve a resolution allowing the City to contact with Civic Plus to design and implement a new website for Bedford. The City's current primary website is a large site, containing 9,000 files and 13,000 folders. It is maintained by two people using Adobe Dreamweaver, which is a reliable product for smaller websites and for making specific edits to HTML code, but is difficult to use in managing a large web presence. With Civic Plus' content management system, more attention can be given to content. The system is template-driven and offers a higher-level of flexibility, so mobile users can see a version of the site that contains the same content but renders it in a format that is more friendly to the device. The cities of Irving, Grapevine and Flower Mound currently use Civic Plus, and they find it easier to use for both website visitors and staff members. The company's platform will better streamline the process by which staff can update and maintain the site, including doing so on mobile phones. The website would also better reflect the design aesthetics of the community and provide a better navigation system when people come to the site. In answer to questions from Council, Ms. Foster confirmed that the item is just to engage Civic Plus to start the process, and there has been nothing yet as far as content and design. She stated that the implementation would take approximately four-to-six months; that the City will have a dedicated account manager and team; that funding will be coming out of the budget surplus; that \$56,000 is to contract with Civic Plus and migrate the data from the old website, and then it will be \$10,000 a year after the second year to maintain the website; that after four years, Civic Plus will do a complete site redesign to keep it current and up-to-date. There was discussion on the cost to maintain the website currently; the uptime commitment from Civic Plus, including the need to have it in writing; that the contract had the uptime being at 99.7 percent; the City not being nickel-and-dimed every time a change is made to the website; the difficulty of using Dreamweaver and that few people in the City know how to use it; not being able to update the website remotely; the possibility to port to a different platform if the City decides to leave Civic Plus; making sure the contract has an exit policy allowing egress from the system so the City can extract its data; tabling this item to the next Council meeting until the City Attorney has reviewed the contract and Council's concerns are addressed; using the new website for economic development and retention of businesses; talking with the design team about shopbedfordfirst.com; making better use of B-TV programming; and having a strong economic development component to the website, including Geographical Information System layers and what is required to get a plat.

Mayor Griffin adjourned the Work Session at 6:38 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 Williams, TW Survey A1735 Tr 6C02, also known as, 1805 L. Don Dodson Drive.

Executive Session was not held.

REGULAR SESSION

The Regular Session began at 6:46 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order. He stated that Councilmember Sartor was out of town and welcomed Councilmember Champney back.

Councilmember Champney thanked everybody for the cards, phone calls and visits from staff he received while in the hospital.

INVOCATION

Councilmember Turner gave the invocation.

PLEDGE OF ALLEGIANCE

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

ANNOUNCEMENTS/UPCOMING EVENTS

Ms. Foster reminded residents of the Crud Cruiser Day on Saturday from 9:00 a.m. to 11:00 a.m. at Meadow Park. Household hazardous waste items will be recycled, such as batteries, pool chemicals, paint supplies, as well as electronic items. The capacity of the cruiser is limited so the event may end earlier than advertised. If that happens she urged residents not to leave their items in the parking lot. She reminded residents to RSVP for the Residential Roundtable scheduled for September 22, 2016 at the former Library building. Refreshments will be served at 6:30 p.m. and at 7:00 p.m., updates will be given on City happenings by Chief Gibson, Mayor Griffin and other City staff.

OPEN FORUM

Nobody chose to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Champney, seconded by Councilmember Farco, to approve the following items by consent: 2, 7, 8, 10, 11, 12 with the language as amended, 13, 14 including adding to the mowing of the trails for approximately \$10,000, pulling Item #15, 16, 17, 18, 19, and tabling Item #20.

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

COUNCIL RECOGNITION

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

Roy Savage, Chairperson of the Community Affairs Commission, stated the purpose of the evening is to introduce a new project for the continuing efforts of the Commission and Council to garner community interest in participating in the welfare of the community. The Commission has a very good group, who work hard to keep community outreach as strong as possible. The Commission feels the new program will enhance community ongoing outreach projects. He introduced Sal Caruso, the project manager for the awards program. Mr. Caruso stated that the Commission worked with residents and businesses in the City, through residential and business outreaches, the City Expo and block parties. They have come across the very best who are committed to make Bedford a better place to live and work. The Commission has decided to recognize those individuals and businesses that make Bedford what it is. An award will be presented to the Resident of the Year at this meeting, and the Business of the Year in October. Both awards will be presented on an annual basis. He stated that approximately 20 years ago, Katie Savage was instrumental in starting the Commission, and her vision and guidance set the course and gives the present-day Commission its mission statement. The Resident of the Year Award is named in her honor. The award will be presented to a 51-year resident who has volunteered for many years through selfless acts of charity. She has worked with 6Stones CERT program, and has helped ill neighbors by bringing food and comfort, and mowing and tidying their lawns. She serves as the Firehouse mom for the Fire Department, including sewing uniforms and patches. She is an alumna for the Police and Fire Citizen Academies, and has placed blue ribbons in a dozen neighbors' homes to "back the blue." He stated that at a time that people seem to be moving in different directions, it is comforting to know she is a neighborhood mom that has projected a positive influence and has been a true backer of Bedford. He presented the 2016 Katie Savage Resident of the Year Award to Faye Brooks.

APPROVAL OF THE MINUTES

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

This item was approved by consent.

PERSONS TO BE HEARD

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

Dorothy McWhorter, 1600 Martha Drive, Bedford – Ms. McWhorter stated that during the August 23, 2016 Council meeting, the door was opened by referencing the proposed City of Hurst tax rate of \$0.589 per \$100 valuation being compared to Bedford's paltry tax rate of \$0.495 per \$100 valuation. She discussed the 20 percent general homestead exemption, with the example that a \$100,000 house in Euless with the exemption for those under the age of 65, the owner of the property would only be taxed on \$80,000. The average price of a single family home in Bedford is \$168,000, with no discounts for homeowners under the age 65; at the proposed tax rate of \$0.495, the city taxes on the house would be \$831. The average price of a home in Hurst is \$161,000 and with the 20 percent general homestead exemption, reduces the taxable amount to \$129,000; at their proposed tax rate of \$0.589, the city taxes would be \$759. The average price of a home in Euless is \$171,000, with the 20 percent general homestead exemption reduces the taxable amount to \$137,000; with the proposed tax rate of \$0.4625, city taxes would be \$633 a year. In Colleyville, the average price of a house is \$406,000 with no exemptions for homeowners under the age of 65; at their proposed tax rate of \$0.3599, city taxes would be \$1,461 a year. Taking Colleyville out of the equation, and based on the average value a home, Bedford has the highest property taxes, followed by Hurst and then Euless. She stated it was clear evidence that one cannot throw out a lone tax rate to

make one's case, and that all factors must be considered in the equation. In order to keep up with the Jones, one must identify who is Jones. She stated that liberals believe that Bedford is Jones because they pay the more city taxes than the other two cities and want the trend to continue. Conservatives believe that Euless is Jones because they pay the least in city taxes.

Ms. McWhorter stated that a reference was made at a recent Council meeting to the property tax rollback held 12 years ago and that the City was still paying for that. She stated her purpose to speaking on that item was to merely to lay out the facts. The rollback, the closing of facilities, and tearing apart the community apart were unnecessary. All of the turmoil happened because the Mayor refused to accept a majority vote by the Council approving the senior tax freeze. A \$0.38 tax rate was in affect at the time of the tax freeze was approved on June 8, 2004, and no closures were threatened. A \$0.44 tax rate was proposed in the forthcoming budget, and a \$0.44 tax rate was offered as a compromise to the Council and if accepted, there would have been no rollback; however, it was rejected. The \$0.49 rate was what the Mayor wanted to apply to the tax freeze before it became effective. The adopted rollback rate was \$0.40 and was applied to the tax freeze. In the spring of 2004, information became available that the Texas Constitution allowed governmental bodies to establish an ad valorem tax limitation on residents' homesteads of the disabled, and the elderly and their spouses; if adopted, it would keep the taxes of the disabled and over 65 homestead owners from exceeding the amount of tax they would pay when disabled or reach the age of 65. If adopted, the law would be irrevocable. In May of 2004, four members of the Council let it be known they would not support the tax freeze, one of whom drew an opponent and was defeated at the next election. On June 8, 2004, by a vote of four to three, Council approved the tax freeze at the existing tax rate of \$0.39. She stated the Mayor was livid and retaliation against the tax freeze began. Unable to kill the freeze, he could raise the tax rate from \$0.38 to \$0.49 before the tax freeze became effective. If the \$0.49 tax rate was adopted, it was subject to a rollback election that would set the tax rate to \$0.40. Attempts were made to work with the Council, who were informed that the \$0.44 tax rate proposed in the budget was agreeable but if they approved the \$0.49 tax rate, a rollback would be pursued. Council rejected that offer and the vote to raise the tax rate from \$0.38 to \$0.49 resulted in the birth of a Political Action Committee and the process of collecting signatures on a rollback petition began. She stated the vindictive attitude of the Mayor escalated to the point that the Fire Department hit the streets calling to kill the rollback election and used scare tactics such as saying City facilities would be closed if it was successful. The PAC group gathered 5,200 signatures on the petition, which was delivered to City Hall. A full-page ad was placed in the Star-Telegram stating that petition signers could have their names removed by notifying City Hall, 11 or 12 of which did so. The rollback election was held and voters approved the rollback; the Mayor requested a recount but lost again. The rollback prevailed and the tax rate went from \$0.49 to \$0.40, which was four cents less than the offer that was rejected. Seniors' taxes were frozen at \$0.40, not \$0.49, but did give the City an eight percent increase in spending revenue. With the election over, scare tactics came into play and the facility closings took place. The \$0.49 tax rate was finally needed and adopted in 2011. The facilities did not need to be closed and the City did not need to be torn apart. Those voters that wanted to vote in a tax rate increase failed to ask the question if the City had been operating at \$0.38 with no closings, why did they want \$0.49 to operate the City, and if they did not get that, there would be closings. She stated the budget called for a tax rate of \$0.44 and the \$0.49 was aimed at catching he seniors before their tax rate became effective. She asked why scare tactics were used. At the next election, the Mayor lost two more allies. He had underestimated the voters and lost, and was unable to accept their will. He resigned from office and moved on 12 years ago and she asked if it is time for those that emerge at budget time to move on.

NEW BUSINESS

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

Planning Manager Emilio Sanchez presented information regarding this item, which is to consider rezoning 807 Forest Ridge Drive. The applicant is requesting an amendment to their Planned Unit Development (PUD) to allow for a Specific Use Permit to allow for an indoor amusement center, specifically to operate an escape room, Conundrum Escape Adventures. The Planning and Zoning Commission recommended approval of this item by a vote of 4-2 at their August 24, 2016 meeting. There were members of the audience opposed to the case. The Commission did stipulate changes to the times that are allowed for the operation of the business. Since that meeting, staff has not fielded any new calls of support or opposition on this item.

Meredith Vogel, 14028 Rodeo Daze Drive, Haslet, Texas, the applicant, made a presentation to Council. The business is run by her and her husband, and she discussed the reasons they are wanting to do an escape room. An escape room is a group of family, coworkers or strangers working together to solve a series of puzzles in a themed room to achieve a common goal within one hour, which promotes teamwork, communication and cooperation. Nobody would actually be locked in a room and it would be a very safe and welcoming space. Each room will have an emergency exit and there would be handicap accessible rooms, as all of the rooms are on one level. It is not an extreme activity and is similar to playing puzzles at, or searching for something, at one's home. Escape rooms are a great team-building activity, can make for a unique date night, and for fun with the family. Corporate team building is a huge aspect of the business and average sixty percent of business at other escape rooms. The business also attracts young professionals and families. Anybody under the age of 18 must sign a waiver and be accompanied by a parent or guardian. The average demographic of players is 28 to 40 years old. She stated that groups tend to book together and ride together. The concept of an escape room is similar to a murder mystery theater or board game times at comic book stores. The rooms themselves are only playable one time. One hundred percent of bookings are on-line and a majority of the advertising would be through social media, and street traffic is not what makes this room work. Walk-ins would not be accepted as the rooms are booked ahead of time. With the average bookings, the capacity would be 30 to 50 percent. The average price per person is \$25 to \$30 per ticket. She discussed a sample booking and the projected capacity at a full booking, and what the escape room experience is like. This type of business is a platform to interact with the community, including youth groups, high school organizations, fundraising groups and local charities. They would serve as a team building facility for Bedford businesses and bring in businesses from surrounding areas, which would be great for sales tax revenue. They want to build partnerships with other Bedford businesses and do cross-promotion. The location at 807 Forest Ridge Drive has space for up to six rooms with little buildout, so much of the cost to start-up is decorating the rooms. There is no additional signage needed and they will use the existing signage. There would be security cameras in the rooms as well as outside the space. There are nine lights in the parking lot, recessed lighting on every building, and a flood light on the building across from their intended space. There are floodlights on the back of the building that are illuminated at night. They agreed to amend the hours at the Commission meeting in order to accommodate the people around them. They would be closed to the public by 8:00 p.m. Monday through Thursday, and by 11:00 p.m. Friday to Sunday.

In answer to questions from Council, Ms. Vogel stated there are a variety of puzzles, some of which may have magnetic relays to open boxes or doors for example, as well as word and physical puzzles; that they have a long list of ideas and themes; that the trend in the industry is that when bookings start falling for a particular room, a revamp is done; that their intention is to create a fun and exciting time; that depending on where a groups was in the puzzle when their time was up, staff would provide a walkthrough; that there would be game masters to watch players and give them clues; that there were concerns expressed at the Commission meeting about the business being disruptive to the neighbors close by since a majority of escape rooms in the area are open until midnight; that the change in hours would negatively affect the business but it is worth it to be in the space; that the concept came from overseas seven years ago, made its way to Canada five years ago, and then started trickling down into the United States; and that 90 percent of escape rooms are "mom and pop" shops, but there are a few franchises. There was discussion regarding experiences at other escape rooms; and the area where the business would be going having been unoccupied for years.

Mayor Griffin opened the public hearing at 7:51 p.m.

Lisa Atutis, 808 Chaparral Court, Bedford – Ms. Atutis stated that she and her husband were opposed to the indoor entertainment center. They do not want cars and people coming in and out of the office building at the late hours during the week and especially during the weekend. They purchased their home the previous September, thinking they will have a relaxing and quiet backyard, which, along with the neighborhood, was what sold them on the house. If Council allows this retail business in the office space, their dreams of having a quiet backyard will be shattered. They also did not want all the time and money they put into their home to be wasted and their property values to plummet. She asked that Council not vote in favor of the item to allow a retail business in the neighborhood.

Mark Smith, 25 Linderhof Circle, Bedford - Mr. Smith asked that Council deny the request. He asked how many members of Council had been to the location and stated that people would probably not be able to find it. As it is a primarily nighttime activity and with no additional signage, it would be difficult to find the location. He disagreed on the applicants' points concerning the lighting, as the parking lot is not at all lit. There would be a traffic increase on Forest Ridge Drive and Pipeline Road as people drive around trying to find the location, which would be detrimental. The lighting at the location is inadequate and he asked if there were spotlights shining over into the residents' backyards, would they not have already addressed that with Council. It is a retail operation going into a commercial setting, which is why it is zoned as it is now. He is not sure what the business would do to the valuation of their properties, nor was he sure if it is a fit for a retail operation to go into a commercial setting. The only thing across the street from the location is a 7-11, and he doubted that families would go there afterwards for dinner and bring money into the City.

Michael Robinson, 5 Linderhof Circle, Bedford – Mr. Robinson stated the proposed retail business is going to be on the opposite side of his backyard, and he does not want the business going in there. The neighbors all have children who would be trying to go to sleep, and even on the weekends when the business would be open to 11:00 p.m., it would affect their lives. He bought his house in 1999 because it is on a circle that does not have a lot of traffic, or loud, rowdy neighbors behind him. If this business goes in, he does not know what is going to happen with property values, but he is concerned that they will go down.

Bill Galley, 9 Linderhof Circle, Bedford – Mr. Galley stated that he strongly opposes a retail business going into a professional office park. These types of businesses are always located in heavy retail shopping centers or warehouse districts, removed from residential areas because of the hours of operation and traffic. At the proposed capacity discussed by the applicant, it would mean 80 cars per hour coming in and out of the neighborhood as late as 11:00 p.m. on weekends. There is an escape room 29 minutes away in the center of a business complex, and most of these types of businesses are located in those areas because of the hours of operation and the traffic. From the front door of the business to the front door of his home is 31 yards. At 11:00 p.m. on weekends or 8:00 p.m. on weeknights, people making noise as they leave that close to his backyard would be completely unacceptable. If there are 39 vehicles coming and leaving every hour, there is a limited amount of parking, especially for the business, which would probably require some overflow into the neighborhood. The area has always been a professional business park and if a retail business is allowed to come in, it would completely change the nature of the neighborhood. There would be traffic entering their street as there is no signage or directions to get to the business. There are many more places suitable for this type of business in Bedford. He stated that at the Planning and Zoning Commission meeting, both the current and former chairpersons voted against the item for the same reasons he mentioned.

Jeannette Cook, 1707 Indian Oaks Court, Bedford – Ms. Cook stated the business sounds like a neat opportunity to bring new and different people into the City and businesses, and she hoped Council would approve it.

Harold Wright, 37 Linderhof Circle, Bedford – Mr. Wright stated that he built his house in 1996 because it is a quiet neighborhood. The circle backs up to the site and people will be turning into the circle instead of the office complex. The business should be in an industrial site or shopping center, not in a neighborhood of residences, and he opposes the item.

Deborah Jenkins, 828 Chaparral Court, Bedford – Ms. Jenkins stated she is also opposed to this item. She bought her house in 2008 because the neighborhood was peaceful and quiet, and she has kids. She loves the idea of the business but there are many other locations it could go besides in the middle of a residential area. Children want to loiter when they are having fun and will be noisy. She felt that the business would not be quiet and would be disruptive.

Shiraz Kahn, 807 Forest Ridge Drive, Suite 105, Bedford – Mr. Kahn runs the CPA firm in the adjoining suite of the proposed use. He stated that the wall between the suites is thin and having that type of business next-door would be loud and cause disturbances to his firm. In regard to the parking lot situation, there would not be many spaces available for the people coming in, which will impact his business. The hours of operation would conflict with their timing, especially if the rooms are making noise. He asked that Council deny the request. The rest of the businesses in the office park are professional businesses, and are not retail. The proposed business would not be easy to find without good signage.

Aaron Sheffield, 10 Linderhof Circle, Bedford – Mr. Sheffield hoped that there would be an escape room in Bedford soon and he frequents the one in Southlake, which takes approximately 12 minutes to get to. He asked if they rezoned in the future, does it open it up for other businesses to come in like pool halls or other retail establishments that do not have a one hour in, one-hour out type of crowd. Escape rooms seem like a fad, and if this escape room were to close, would new businesses come in or would the location be vacant. There is nothing to for people to do in the area when they are done. They would have to go north of Highway 183 to find anything food-wise, and there is plenty of business space up there. He requested that Council deny the item; he hoped the business landed in Bedford, just not in an area not zoned for it.

Mr. Sanchez stated the SUP was specific to Conundrum Escape Adventures and the particular office space layout, so if another business were to come in, they would have to go through the SUP process; and that the parking requirement is one space per 100 square feet, so at 3,000 square feet, 30 spaces are required.

Bill Galley, 9 Linderhof Circle, Bedford – Mr. Galley stated the permit is for Section 3.2.C(13)g and the definition of the zoning code does not fit the description of the business, which has that the primary source of revenue would be from coin-operated machines or batting cages. He stated that this business does not fit into what is allowed under the definition.

Mr. Sanchez stated that there is another sentence under the definition that speaks to other equipment, and in meeting with the City Attorney, the business would fall under this use. The applicant would prefer that it not be considered an indoor amusement, which therefore would not require a SUP and would be allowed by right. Staff felt met the qualifications for indoor amusement, which requires the SUP and public hearings. Without the SUP, the business would only have required a certificate of occupancy.

Mayor Griffin closed the public hearing at 8:15 p.m.

In answer to a question from Council regarding the occupancy of the location, Michael Tran, 6001 Siltstone Lane, Fort Worth, who works at Vision Commercial, stated that he is not the not listing agent for the property but did help the applicant. He only knows about the one specific building and there is a vacancy in the end cap. There are spaces in other buildings in the office park but he does not know the occupancy level. He stated that when he was there, it looked pretty empty. He walked the space with the applicant, and they made sure there would be rooms in-between them and neighboring businesses, and there would be no activity on the external perimeter of the space.

In answer to questions from Council, Mr. Sanchez stated that the fence separating the houses and the office park is an eight-foot wooden fence; that the fencing was a compromise between the residents and business owners to the fencing requirement in 2004 that required masonry; and that the PUD includes both the residential and commercial areas at the corner, but did not specify only office uses. In answer to questions from Council, Ms. Vogel stated that they have been looking in Bedford for three months, including in the same shopping center as Moxley Manor; that one of the reasons they chose the space n Forest Ridge Drive is that they do not need to be front and center, or pay shopping center prices for rent that will not have a return for them; that she has seen many escape rooms in similar spaces; that office parks lend themselves to this type of business because there are multiple offices that can be split up into the rooms; and that the location by Moxley Manor would have cost them \$50,000 to modify the space.

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

There was discussion on being sympathetic to the residents; and residents being aware of the potential of a use they are not happy with going in next to them.

Motion approved 5-1-0. Mayor Griffin declared the motion carried.

Voting in favor of the motion: Councilmember Gebhart, Councilmember Champney, Councilmember Farco, Councilmember Turner and Councilmember Fisher

Voting in opposition to the motion: Mayor Griffin

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

The applicant withdrew their application on this case. No discussion or voting took place.

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

Mr. Sanchez presented information regarding this item, which is a zoning request for 3720 Cheek-Sparger Road to allow City Vet to construct and operate a veterinarian clinic and grooming facility, along with a portion of retail. The area is currently vacant land. The Planning and Zoning Commission recommended approval of this request at their August 25, 2016 meeting. The Comprehensive Land Use Plan has the area designated as commercial, and the proposed use fits within that designation.

Austin Neely, 2512 Morningside Drive, Bedford – Mr. Neely stated that the vet practice will have a large boarding facility and a large retail footprint, along with grooming and potentially other services. Their philosophy is that they are a corporation, but most of their clinics are veterinarian-owned as well. They also make their owners and clients part of the decision making process. They are generally open 7:00 a.m. to 7:00 p.m. on weekdays and 9:00 a.m. to 6:00 p.m. on Saturday for retail, boarding and grooming. The veterinarian hours are 9:00 a.m. to 6:00 p.m. on weekdays, and 9:00 a.m. to 1:00 p.m. on Saturdays. There was discussion on the piece of property having been difficult to develop.

Mayor Griffin opened the public hearing at 8:31 p.m.

Nobody chose to speak during the public hearing.

Mayor Griffin closed the public hearing at 8:31 p.m.

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

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

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

This item was approved by consent.

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

This item was approved by consent.

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

Administrative Services Director Cliff Blackwell presented information regarding this item. At the August 5, 2016 budget work session, there was discussion on capital outlay items to purchase for Fiscal Year 16/17. Those items totaled \$1,076,003 and included an ambulance replacement at \$239,000; City monument signs at \$15,000; in-car cameras and body cams for the Police Department at \$249,791; a Ford F-250 pick-up truck at \$33,640, a Toro Ground Master mower at \$19,290, and a turf aerator at \$8,122, all for the Parks Department; a Ford transit van at \$39,500; a scissor lift at \$21,900; a network switch upgrade at \$300,000; cardiac monitors and defibrillators at \$116,095; and fitness equipment for the Fire Department at \$33,725.

Since that meeting, staff along with Council’s approval at that time, moved forward and with help of David Medanich with HilltopSecurities, the City’s financial advisor, the City began the process of doing a private placement bid. The City contacted nine financial institutes and received seven responses for the issuance

of \$1.1M in tax notes financed over a five-year term. The smallest interest rate was from Chase Bank at 1.3 percent, with the most expensive from Regents at 1.719 percent. Since that time period, many Council meetings and public hearings were held, and opinions have been expressed by Council about the item. To effectively propose a tax rate, staff had to estimate the dollar amount to be paid in debt service to adequately prepare a total property tax rate to submit the budget. If Council approves the tax note, there is no need to change the proposed debt side of the tax rate. If Council denies the tax note, the debt side needs to be reduced by 7/10 of a penny. Mr. Blackwell stated that staff is neither for or against the tax note, and are only stating the facts. There has been discussion on the effectiveness of going this route as opposed to putting the \$1.1M on the General Fund. Staff felt that the tax note was the most effective way to issue the debt. The last time the City issued tax notes was in 2005 based on the conclusions of an energy audit by Siemens, whereby the City identified \$1M worth of improvements to public facilities, such as retrofitting lighting, work on the boiler at City Hall, and retrofitting HVAC units. It was financed over a seven-year term and has since been paid off. In 2014, the City issued Public Property Finance Contractual Obligations (PPFCOs) in the amount of \$2.3M for a customer pumper for the Fire Department, software and buying out the City's portion of the Motorola lease. These are the only two times that the City has issued short-term debt obligations.

In answer to questions from Council, Mr. Blackwell confirmed that the 1.3 percent rate is a very beneficial rate for a short-term obligation; that the net interest cost of the tax note issued 2005 was 3.4 percent; that according to the debt schedule, the initial payment is \$230,000 for the first year starting February 1, 2017, with the yearly payment schedule being approximately \$200,000; that there is no provision to call the debt early; that the amortization on the \$2.3M in PPFCOs is 10 years; that the \$29,000 difference in the amount of capital outlay and the bond sale includes fees and a more finite amount for the network switch; that the unassigned portion of the fund balance has to be around 20 percent according to the City's fiscal policy, and the City was slightly below that figure for the General Fund at the beginning of the fiscal year; and that the overall debt rate is going down by 2.3 cents.

There was discussion on a convergence of circumstances with the tax rate and sales tax; options regarding the tax rate; obligations including insurance and salaries; the interest rate on the tax note; items included in the tax note; and paying for the items in the tax note out of the General Fund.

Motioned by Councilmember Champney, seconded by Councilmember Turner, to approve an ordinance and all matters incident and related to the issuance and sale of "City of Bedford, Texas, Tax Notes, Series 2016," dated September 13, 2016.

Motion approved 4-2-0. Mayor Griffin declared the motion carried.

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

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

10. Consider a resolution approving the City of Bedford Investment Policy.

This item was approved by consent.

11. Consider a resolution authorizing the City Manager to enter into a contract with Blackboard, Inc., to provide a mass notification system for the City of Bedford, in the amount of \$18,926.70.

This item was approved by consent.

12. Consider a resolution authorizing amendments to the Employee Handbook by adding the following personnel policies: Anti-Discrimination and Anti-Harassment and Health and Dental Insurance to the Employee Handbook.

This item was approved by consent.

- 13. Consider a resolution authorizing the City Manager to purchase lighting structures for the Bedford Bark Park from Elliott Electric Supply in the amount of \$16,590, utilizing the Buyboard Cooperative Purchasing Contract.**

This item was approved by consent.

- 14. Consider a resolution authorizing the City Manager to enter into a contract with Vidascares for City-wide mowing services in the amount of \$203,404.**

This item was approved by consent with the addition to the contract for mowing the trails every week in the amount of approximately \$10,000.

- 15. Consider a resolution authorizing the City Manager to enter into the first year of a five-year contract with Siemens Industry, Inc. to service and maintain the City's HVAC mechanical, monitoring, and building automation systems in 17 facilities throughout the City, in the amount of \$70,115.**

This item was pulled from the agenda.

- 16. Consider a resolution authorizing the City Manager to enter into a contract with Saber Development Corporation in the amount of \$224,725 for the FM 157 Water System Improvements and Renee Street Sewer System Improvements Project.**

This item was approved by consent.

- 17. Consider a resolution authorizing the City Manager to enter into a contract with Turner Sign Systems in the amount of \$121,726 for the Cheek-Sparger Road and SH 121, and Fire Station #3 Monument Sign Projects.**

This item was approved by consent.

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

This item was approved by consent.

- 19. Consider a resolution authorizing the City Manager to purchase 42 replacement duty weapons and related accessories for the Police Department from Gulf States Distributors in the amount of \$33,000.**

This item was approved by consent.

- 20. Consider a resolution authorizing the City Manager to enter into a contract with Civic Plus in the amount of \$56,560 for the redesign, conversion and implementation of a new City website.**

This item was tabled until the September 27, 2016 Council meeting.

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

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

No report was given.

✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reminded everybody about the Crud Cruiser event on Saturday.

✓ **Community Affairs Commission - Councilmember Farco**

Councilmember Farco reported that the Residential Roundtable scheduled for September 22, 2016 at 6:30 p.m. has been moved from the Old Bedford School to the old Library building. He thanked the Commission for coming up with the Resident and Business of the Year Awards, and specifically thanked Mr. Savage and Mr. Caruso.

✓ **Cultural Commission - Councilmember Champney**

Councilmember Champney reported that the Danny Wright performance went over very well.

✓ **Library Advisory Board - Councilmember Farco**

Councilmember Farco reported that the Library now has six universal device charging stations. He stated that Governor Abbott has proclaimed September 15, 2016 as "Power Up at Your Library Day," which is to showcase the diverse range of programs and activities at the Library. The Library will offer do-it-yourself crafts and learning stations for children. He stated that the Library Friends' Open House has been rescheduled to Saturday, October 15, 2016. The Koha server will go live on Saturday, October 3, 2016, and the Library will be closed the day before for the migration of the data.

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

No report was given.

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

Councilmember Gebhart reported that the Board met on September 1, 2016 but he was unable to attend because of his anniversary.

✓ **Senior Citizen Liaison - Councilmember Turner**

No report was given.

22. Council member Reports

Councilmember Farco thanked staff, and specifically Special Events Manager Wendy Hartnett and Cultural Coordinator Jeff Florey, for an outstanding BluesFest. He loved that the vendors and performers all stated that Bedford is the only city where the Council, Mayor and staff visit with them.

Councilmember Gebhart stated that the past weekend marked the fifteenth anniversary of September 11. He voiced his support for first responders and stated he holds them in high esteem. His family visited the Quarter Lounge, one of the businesses recently approved by Council, and it was a lot of fun playing classic arcade games.

23. City Manager/Staff Reports

No report was given.

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

No Executive Session was held.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 8:55 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Special Session at 6:00 p.m. in the Building A Conference Room of City Hall, 2000 Forest Ridge Drive, Bedford, Texas, on the 14th day of September, 2016 with the following members present:

Jim Griffin
Rusty Sartor
Steve Farco
Ray Champney
Dave Gebhart
Roger Fisher

Mayor
Council Members

constituting a quorum.

Council Member Roy Turner was absent from the meeting.

SPECIAL SESSION

The Special Session began at 6:00 p.m.

CALL TO ORDER

Mayor Griffin called the meeting to order.

1. Interviews for appointments to Bedford's Citizen Boards and Commissions.

Council conducted interviews with applicants for appointment to Bedford's Citizen Boards and Commissions.

2. Council discussion, if necessary, regarding appointments to Bedford's Citizen Boards and Commissions.

Council generally discussed the appointment of members to Bedford's Citizen Boards and Commissions. Appointments will be made at a future Council meeting.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 7:00 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Special Session at 7:00 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 14th day of September, 2016 with the following members present:

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

Mayor
Council Members

constituting a quorum.

Staff present included:

Roger Gibson
Kelli Agan
Michael Wells
Cliff Blackwell
Jeff Gibson
Meg Jakubik
Jill McAdams
Kenny Overstreet
Maria Redburn
Bobby Sewell
Bill Syblon

City Manager
Assistant City Manager
City Secretary
Administrative Services Director
Police Chief
Strategic Services Manager
Human Resources Director
Public Works Director
Library Director
Interim Fire Chief
Development Director

SPECIAL SESSION 7:00 P.M.

The Special Session began at 7:06 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

NEW BUSINESS

- 1. Consider an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2016 through September 30, 2017; providing for intra-fund and/or intra-departmental transfers; providing for investment of idle funds; and declaring an effective date.**

Strategic Services Manager Meg Jakubik stated this item is the culmination of a process that started for Council in July, but started for staff in March. She thanked staff for their efforts, for without the cooperation of all the departments, this budget could not have been put in front of Council. This item is for the approval of the budget as it was presented to Council at their August 5, 2016 budget work session, since Council

had not requested any changes. The revenue budget amongst all funds is \$68,910,590, while the expenditure budget is \$69,349,538.

Councilmember Fisher stated that the City Manager laid out the plan for the budget, and presented to each Council Member what a 12 percent property increase would do to the tax rate. His initial reaction was to stay under the rollback rate. However, after several weeks of discussion and the introduction of a short-term debt mechanism, which is new concept in the budget process, it became clear to him that the tax rate needed to remain the same. By keeping it the same, though taxpayer bills would go up, there would be cash to pay for capital needs, salaries for first responders and other employees, and to maintain quality City services. As the short-term debt was approved by Council by a vote of four to two, it would be irresponsible for Council to move over the rollback rate of \$0.476 per \$100 valuation. It would be seen as a money grab, and where he was once confident that keeping the tax rate the same without the debt would survive a rollback election, he is not near as confident that buying the debt and the higher rate would withstand the scrutiny. He believed that there were items in the budget that could still be discussed, but they should be looked at in the framework of a budget built on the \$0.476 rate. From the first presentation of the budget, he expressed his concerns regarding the short-term debt and he stated that his passion against the mechanism may have gone too far, and he apologized if it was offensive, as it was not a criticism of staff who crafted the budget. In his opposition against the debt, he hoped it was not taken as staff not doing their job, as his first solution was to find a way to avoid a rollback possibility, which they did. He did not like it and proposed a different solution. He will support the budget at \$0.476 and waged his protest the previous evening by voting against the debt. He supports the Bedford team and finds it petty to vote against the budget that he agrees with 99 percent. To his fellow Council Members, he stated that 90 percent of the time they are in agreement, but that not every meeting is going to be like that. They need the ability to discuss issues in the open and have the courage to put all options on the table. He may be oversensitive to the situation, but he is tired of being the odd man out for suggesting non-traditional ways of dealing with the City's issues. Not challenging the status quo and dealing with the people that pay for it, means Council is not doing their job. He stated Council should recommit to the promise that they are going to do right by the people the government affects, regardless of the popularity of the majority opinion, and to respect those that might be in the minority.

Councilmember Gebhart stated that the Council has been put in tough position by the excellent work of staff on the budget, which followed the direction of Council in seeking to preserve the City's ability to keep employees well-paid and provide for the future. It is not an extravagant budget, but there are some things that can be changed. He labored long over this vote and he has been vocal about his specific opposition to the line item for City money going to a non-profit organization. He considered his role as a Councilman and making sure his vote is not based strictly on personal preferences. There are other things in the budget on which he could differ, such as what the payback is for certain memberships, for community and civic organizations, and certain types of training, including from the Texas Municipal League; however, those are items of personal preference. He still has to oppose the designation of public money for private individuals, and even though it is listed as a line item for contract services, City money is being given to a charity to do charitable work in the City, which is wrong. Parks and libraries are open for all citizens, so even if they are not needs, they are open and available to all. When money is given to private charities to do individual works, even for homes in Bedford, it is still using public money for private needs. He quoted James Madison regarding his inability to find an article in the Constitution that granted the right of Congress of expending the money of their constituents on objects of benevolence; and that charity has no part of the legislative duty of government. Councilmember Gebhart stated they are the lowest form of legislative government in the country, and this item goes beyond personal preference. Limited government is a transcendent principle of the United States but years of looking and falling away from a commitment to those absolute principles has taken the country to where it is now, where they bear no resemblance to their dedication to the principles of the Constitution. So much of the government is running without any Constitutional direction or authority, which is felt by citizens and businesses through taxes and regulations. If he could make a motion, he would strike that particular line item from the budget for the reasons he stated. Council would be better served to use their bully pulpit to encourage the willful donation of the public, and by passing this item, the City is essentially going door-to-door and taking money by force to

give to a charity. He stated 6Stones could be added to the choices on the water bill so residents could choose to donate. He made the motion to approve the expansion of the 6Stones garden because it is a good role of the government to encourage private charity. He felt that if the role and responsibility of the government cannot be controlled at the smallest level, there is no hope to claim any Constitutional boundaries for the state or federal government.

Councilmember Champney stated that going back to what Councilmember Fisher had to say demonstrates that each member of Council has their own opinions and mindsets. The agreement referred to by Councilmember Gebhart was fully reviewed and vetted at the time it took place, and it was determined that it was to the advantage of the citizens of Bedford. He has been a proponent of the budget based on the \$0.476 tax rate from the beginning. He fully appreciates what Councilmember Fisher had to say about being able to voice opinions. The following year, if it is determined that there would be funds needed for the Police and Fire Departments, and other necessities for the City, and it is found they have a shortfall to do so, he would have no objections to putting together a comprehensive plan and coming to the citizens about what the Council wants to do, why they would need the money, and why taxes would need to be increased.

Councilmember Turner stated that he appreciates the eloquence and passion of his colleagues in these matters. He shared the concern about public money being dispensed to private entities. After a long period of time, he justified it on the basis that there was public good coming from public money. He is concerned about the tax rate and had been leaning toward the \$0.495 tax rate in order to fund necessary things to keep the City moving forward and to begin paying first responders an adequate salary. The step plan is a five-step process, which can be funded for the first year based on the \$0.476 tax rate, but not beyond that. Next year, they will have to look for funds for the second step in the staged process. He will reluctantly vote for the \$0.476 tax rate, though his first choice would be to keep the tax rate the same, which would have an impact of \$31 a year. The \$600,000 the City could get from the two cent increase in the tax rate would be well used for Police and Fire, as well as other necessary things. The City has been through troubling times during the rollback election in 2004 and is just now getting back to semblance of normality. He believes there is significant risk associated with going above the rollback rate and does not wish to put the City in that position of creating further division. He will, therefore, reluctantly support the \$0.476 tax rate knowing the first responders will be funded for the first year and with the pledge that he will do what he can do to fund it for the rest of the four years.

Councilmember Farco stated that he supported the \$0.495 tax rate and the City has done a great job keeping the tax rate the same when it could have been increased. A bond election was passed for the Boys Ranch and was absorbed in the budget as opposed to raising taxes. In looking forward, the first priority is staff, and he is glad the City is funding what needs to be funded. He is worried about the future and the steps that need to be taken to make sure the City moves forward. There are people that ask why the City does not have better facilities, and the City wants to provide those, but they cost money. There are positions in the Police and Fire Departments that are frozen, that need to be added but are not. The City is still growing and there is going to be a need for additional services. The next year, Council will need to figure out how to get ahead. He will reluctantly vote for the rollback rate due to the fact the rest of his colleagues will vote that way. He wanted everybody to know that he was for \$0.495, but staff is being taken care of, and he thanked them for the job they have done and continue to do.

Councilmember Sartor stated that had he been at the meeting the previous evening, he would have voted against the debt, and would have voted for the \$0.495 tax rate without the debt. That would have given the City the necessary funds to be forward-thinking, and to take care of staff, Police and Fire for future pay raises without having the associated debt. He respected Council's vote to fund the debt. He stated it was obvious the \$0.495 tax rate would not pass the Council and he will support the \$0.476 tax rate, mostly due to the debt component being added to the budget. He wanted to make clear to staff, Police and Fire, that when next year comes around and it is time to fund pay raises, he will do everything in his power to make sure the next part of the step plan is funded in order to keep staff in a salary range that is competitive with regional cities.

Mayor Griffin stated that the budget was built around the \$0.476 tax rate, but was not dictated by the tax rate. In listening to his colleagues, it is apparent they tied the budget to the tax rate, and are comfortable with what that number should be. He believes the Council has worked hard with staff. They have consistently tried to manage their debt, finances and costs, and the tax rate has been kept the same the previous four years. Council, along with staff, has done an excellent job in balancing the needs and desires of the residents and getting everything done the City needs to have done. There was a unique dilemma this year as appraisals greatly increased, which created a large gap with the tax rate. In regard to the way the budget was constructed, a fantastic job was done in addressing specific needs in the Police and Fire Departments with the step plan. Council has to look beyond this year to make sure the process is taken care of and they also have to look at taking care of the rest of the employees. There was a 38 percent increase in insurance costs, which Council needed to figure out how to pay for, and was done so by sharing those costs with the employees. The City needs to keep moving forward and work together as a team to make the City better. Staying at the current tax rate was a way of looking forward as any residual funds could have been earmarked for future insurance and employee costs, without having to get to the point of needing a tax increase the following year. He did not agree that the debt component authorized the previous evening damaged that situation, and that there was no way anybody could predict whether doing so would create a similar circumstance to what happened in 2004. He stated it looked like the majority of Council knew where they wanted to go and he applauded staff for the hard work they put into the budget.

Motioned by Councilmember Gebhart, to approve an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2016 through September 30, 2017 and eliminating the line item for \$60,000 of public money to the 6Stones charity.

Councilmember Gebhart stated the \$60,000 could be pay for another Police Officer or paramedic. Councilmember Fisher discussed that if all non-profit money were to be taken out, it would include the Northeast Transportation Service, which provides rides to the elderly and disabled.

The motion failed for the lack of a second.

Councilmember Fisher stated that 6Stones is a collaboration of the public school system, local businesses and the cities of Hurst, Euless and Bedford. The success of the one city hinges on the success of the other cities. The organization provides backpacks for over 6,000 students in HEB ISD, a district where 54 percent of the community is economically disadvantaged. They provide gifts and dinners at Christmastime. In the interest of full disclosure, he stated that he sits on the board of 6Stones. He discussed the program that includes the City's contribution, which involves the homes of the elderly, disabled, veterans, widows and widowers, including those with code violations. He stated the City can either continue to cite these people or it can contribute seed money to allow 6Stones to evaluate the homes and homeowners to see if they are eligible for 6Stones to come in and do a home makeover. There is statistical data that there are increased home values in neighborhoods in which 6Stones has been active. He stated \$25,000 is used twice a year for 6Stones to evaluate the homes and homeowners, while the rest is used for a match the City pays back in supplies to rehab homes. It makes the neighborhoods better and stronger, and makes some peoples' lives better. He is proud of the organization and the courage Council had to get involved with them. There was discussion on the number of cities across Texas and the country using the program as a model.

Councilmember Gebhart stated that the organization is worthy of support and did not accuse them of being shady or doing things that are unworthy. He discussed the overall purpose of government and public money being for public efforts. He stated that many people point to the general welfare, which has been overly abused at the federal level, but can be applied in this situation. He has seen what they do and he fully supports it, but he has seen many homes where they have come and done their work, and several months later the homes are back to looking ramshackle. Effective change has to be done through local community organizations and churches, and has to be persistent and ongoing. He stated he has a philosophical

disagreement with feel-good activities, even if they have tangential benefits. Though he supports what they do, he asked if this is the right use of City money.

Councilmember Champney stated that he is a big supporter of 6Stones, has been involved with them from the beginning, and has worked on many of the houses. When this issue was discussed several years ago, there was conversation on if this is something with which the City should get involved. There was debate, and analysis of the value to be received, which far exceeded the investment from the standpoint of economic development. By improving the homes, the entire area was improved. He is a proponent of putting together a marketing plan in order to position the older sections of the City as the ideal place for young families to come in, and this kind of program encourages that. Fixing up a neighborhood makes it economically attractive, and helps the City attract new residents. It is an economic development investment in addition to the other benefits.

Councilmember Farco discussed making a huge change in the community with the program. As the Council is not paid, he feels that making the change in the community is his payment. A lot of employees from Police and Fire work on and improve those houses. He has worked side-by-side with members of staff and the Council to improve both houses and community relations. This is done all the time such as through block parties, where the City is giving back and spending money on the citizens. He asked how somebody can be 99 percent for something, there be just one area they are not for, and vote against it.

Councilmember Turner stated it is a requirement by the State for the City to pass the budget before it passes a tax rate.

Motioned by Councilmember Turner, seconded by Councilmember Champney, an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2016 through September 30, 2017.

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

2. Consider a resolution to ratify the property tax increase as reflected in the FY 2016-2017 City of Bedford Program of Services (Budget).

Ms. Jakubik stated that this item is a procedural requirement of the State Legislature. If the Council approves a budget that incorporates into it a property tax revenue increase, a secondary vote is required to ratify the increase.

Motioned by Councilmember Farco, seconded by Councilmember Turner, to approve a resolution to ratify the property tax increase as reflected in the FY 2016-2017 City of Bedford Program of Services (Budget).

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

3. Consider an ordinance levying taxes for the Tax Year 2016 for the City of Bedford, Texas; establishing the Ad Valorem Tax Rate of _____ per one hundred dollars valuation; providing for the apportionment of taxes for interest and sinking and for general operating needs; providing penalties and interest for delinquent taxes; and providing an effective date.

Ms. Jakubik stated the budget as proposed by staff and adopted by Council was built upon a rate of \$0.476509 per \$100 valuation. This is the highest rate that could be adopted before it could be subjected to rollback proceedings. If this is the rate Council chooses to adopt, it would equate to a 6.3 percent

increase in the tax rate. If Council chooses the current tax rate, it equates to a 10.4 percent increase. After the approval of the debt component the previous evening, the debt rate is set at \$0.172762 per \$100 valuation. The balance between that and whatever totality of rate Council chooses is the operating component of the tax rate. She confirmed that even with the approval of the debt component, the debt rate has been reduced by two cents.

There was discussion that the City cut the tax rate by two cents but the State requires the City to say it is a tax increase.

Motioned by Councilmember Champney, seconded by Councilmember Gebhart, that the property tax rate be increased by the adoption of a tax rate of \$0.476509, which is effectively a 6.3 percent increase in the tax rate.

Mayor Griffin stated that he would have been comfortable staying at the current tax rate, which could have been used for a number of things. The Council can only affect the rate, though he recognizes that everybody has to pay more because appraisals increased. Even though multiple entities affect taxes, the City always gets targeted for raising taxes. He would be comfortable staying at the current tax rate, but hearing the input from his colleagues, he wants to be a team player.

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

ADJOURNMENT

Mayor Griffin adjourned the meeting at 7:59 p.m.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary



Council Agenda Background

PRESENTER: Kelli Agan, Assistant City Manager

DATE: 09/27/16

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with CivicPlus in the amount of \$56,560 for the design, conversion and implementation of a new City website.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

One of the priorities of the City has been to improve the way in which it communicates with the public. Enhancing the City's website is a major step toward achieving that goal.

The website serves as a direct line to the public to provide timely information. As technology progresses, the City must change too by allowing the website to be viewed adequately on multiple devices. Direct communication provides the City with a closer connection to residents, businesses and visitors.

CivicPlus is the industry standard and would afford several efficiencies to staff for timely updating information to the website. It includes streaming capabilities for B-TV programming, both taped and live, and will provide a more user-friendly and dynamic experience for the public.

The current website, which is authored in a cumbersome program, hinders the City in providing important information out to the community in a timely, clear format. The current Bedford website is not mobile-friendly and cannot compete with the surrounding cities' websites in both maneuverability and professional appearance. Oftentimes, the City's website is the first point of contact for residents, the public, and potential businesses; therefore, a professional representation of Bedford is paramount.

The initial fee for CivicPlus is \$56,560, which includes a complete custom design, content migration, three days of on-site training, 20 GB storage, contract services and a recurring 48-month redesign. A fee of \$10,345 will be necessary in year two of the contract to continue the contract services. Contract services include features such as auto-publish and expire, redundant hosting services, software updates, a dedicated account manager, phone consulting and support.

Staff has reviewed the contract with the City Attorney and confirmed that it met the standards requested by the City Council at the September 13, 2016 Council meeting. CivicPlus commits to a Monthly Uptime Percentage of at least 99.7%, with service credits should that threshold not be met. Additionally, should the City terminate its agreement with CivicPlus, the City's data is owned and exportable back to the City.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with CivicPlus in the amount of \$56,560 for the design, conversion and implementation of a new City website.

FISCAL IMPACT:

Funding of \$56,560 will be covered by FY 15-16 projected surplus.
\$10,345 will be covered in FY 16-17 budget.

ATTACHMENTS:

Resolution
Master Services Agreement
Statement of Work

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CIVICPLUS IN THE AMOUNT OF \$56,560 FOR THE DESIGN, CONVERSION AND IMPLEMENTATION OF A NEW CITY WEBSITE.

WHEREAS, the City Council of Bedford, Texas, has made it a priority to improve communication with the public, and;

WHEREAS, the City Council of Bedford, Texas wants to provide more robust website to allow for timely information that can be viewed through multiple devices to create a closer connection to residents, businesses and visitors.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a contract with Civic Plus for the redesign, conversion, and implementation services required to replace the City's current website.

SECTION 3. That funding in the amount of \$56,560 will be paid from the FY 2015-16 surplus.

PRESENTED AND PASSED this 27th day of September 2016, by a vote of __ ayes, __ nays, and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.7%, in each case during any monthly billing cycle (the “Service Commitment”). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was “Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- “Unavailable” and “Unavailability” mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month, beginning with the first full month of service, in accordance with the schedule below.

Monthly Uptime Percentage

Less than 99.7%

Service Credit Percentage

1% of one month’s fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words “SLA Credit Request” in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the “SLA Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to make insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective

8 Hours

Service Credit Percentage

10% of one month's fee

Recovery Point Objective

24 Hours

Service Credit Percentage

10% of one month's fee



Contact Information

Organization

URL

Street Address

Address 2

City

State

Postal
Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal
Code

Tax ID #

Sales Tax
Exempt #

Billing Terms

Account
Rep

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

Master Services Agreement

THIS Master Services Agreement (“Agreement”) is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus (“CivicPlus”) and Bedford, Texas (“Client”) (jointly, “Parties”) and shall be effective as of the later date of signing indicated at the end of this Agreement (“Effective Date”).

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement platforms that include web sites, web interfaces and portals and a proprietary government content management system and associated modules; in addition to project development, design, implementation, support and hosting services;

WHEREAS, Client wishes to engage in a relationship with CivicPlus for website development and hosting services;

WHEREAS, Client and CivicPlus have agreed to alter certain terms as set forth in the Agreement by this written instrument duly executed by the Parties, the modification of terms as specified in this Agreement.

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. The term of this agreement shall be the later of 1 year from the Effective Date or the termination or expiration of any associated Statement of Work (“SOW”).
2. Either Party may terminate this Agreement or any associated SOW at the end of the Agreement term by providing the other Party with 60 days’ written notice prior to the contract renewal date.
3. Unless terminated by either Party pursuant to Section 2, this Agreement will renew another 1-year term.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the Statement(s) of Work in consideration of the fees described in the same Statement(s) of Work. Multiple and successive Statement(s) of Work may be entered into hereto. Such Statement(s) of Work are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 23.

Invoicing & Payment Terms

6. Invoices shall be sent electronically in the manner described in the relevant Statement of Work. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
7. Payment shall be due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
8. Client allows CivicPlus to display a “Government Websites by CivicPlus” insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.
9. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information relevant to the work and deliverables of the given SOW).
11. Upon completion of any SOW Project Development, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any project.



Intellectual Property & Ownership

13. Intellectual Property of the CivicPlus Government Content Management System (GCMS®) will remain the property of CivicPlus.
14. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet “links” to the GCMS® software or “frame” or “mirror” any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

15. To the extent permitted by the law of Client’s state, Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney’s fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client’s behalf.
18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users’ Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users’ Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
19. User logins are for designated Users and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User’s passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through the GCMS® software or under Client’s account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client’s passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of the GCMS® software and shall promptly notify CivicPlus of any unauthorized access or use of the GCMS® software and any loss or theft or unauthorized use of any User’s password or name and/or user personal information.
20. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of the GCMS® software.

Force Majeure

21. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

22. It is CivicPlus’ policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client’s state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction’s tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.



Other Documents

- 23. The following are to be attached to and made part of this Contract:
 - a. Exhibit A - Statement(s) of Work.
- 24. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved will the incorporated documents taking the following order precedence:
 - a. This Master Services Agreement;
 - b. Exhibit A - Statement(s) of Work in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).

Interlocal Purchasing Consent

- 25. This Agreement and any attached SOWs may be extended to any public entity in the State of Texasto purchase at SOW prices in accordance with the terms stated herein.

Miscellaneous Provisions

- 26. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 27. No amendment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client

Date

CivicPlus

Date

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

Exhibit A.1 - CivicPlus Statement of Work #1

All Quotes are in US Dollars and Valid for 30 Days from September 13, 2016

Project Development and Deployment	
<ul style="list-style-type: none"> • First Year Annual Services (Initial GCMS® upgrades, maintenance, support and hosting) • Server Storage not to exceed 25 GB • Services and Deliverables as described in Addendum 1 • Premium suite of modules, as described in Addendum 2 • All pages of content migrated from http://www.bedfordtx.gov/ • Ongoing recurring 48-month redesign, as described in Addendum 3 • 3 Years of Agendas & Minutes in PDF or DOC format migrated • 3 Days Onsite Implementation Training 	\$56,034
Project Enhancements	
<ul style="list-style-type: none"> • CivicSend • CivicMedia with 10 GB additional storage • CivicMobile Custom App for http://www.bedfordtx.gov/ 	Included
Total Fees Year 1	
	\$56,034
Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting)	
<i>Billed 12 months from SOW signing; subject to annual 5% increase year 3 and beyond</i>	\$10,345
Total Annual Services	
	\$10,345

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #1 (SOW #1) is hereby attached as Exhibit A.1.
2. This SOW #1 shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 will be invoiced at the completion of the following phases as defined in Addendum 1 to this SOW #1:
 - a. Completion of Phase 2: Website Layout – one half of the Total Fees Year 1.
 - b. Completion of Phase 4: Customized Website Training – the remaining half of the Total Fees Year 1.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be provisioned in accordance with Addendum 4 to this SOW #1 and shall be subject to a 5% annual increase beginning in Year 3 of service.
5. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Addendum 3. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
6. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.



Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

Date

CivicPlus

Date



Addendum 1 to Exhibit A.1 - Project Development Division of Work

Kick-Off	
<u>Deliverable:</u> Project Timeline, training jump start information, online forms, kick-off meeting	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • assign a project manager to this project • conduct a Project Kick-off to review awarded contract • establish communication plan for the duration of the project effort • work with Client to identify all key internal and external project stakeholders • develop project timeline • provide access to CivicPlus University (online training manuals, videos and other resources) for the Client staff 	<p>Client will:</p> <ul style="list-style-type: none"> • complete the following prior to Phase 1: Website Optimization Form, Content Form, and DNS Worksheet • review and approve of project timeline within 5 business days • attend a kick-off meeting with key stakeholders or decision makers • if modifications are required after the review of the initial project timeline, Client has 10 business days to address the modifications and come to a consensus • approve the project timeline (limited to two reviews) prior to proceeding with the project • update the current primary live website content and delete any pages from the website that are no longer wanted or needed
Phase 1: Website Optimization	
<u>Deliverable:</u> Website Optimization Meeting	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • communicate status to Client, key stakeholders and personnel via emails or phone calls as needed • review the goals and expectations submitted on the forms Client completed to ensure Client needs are clearly understood • gather preliminary design data for use 	<p>Client will provide:</p> <ul style="list-style-type: none"> • statistics from the current website from the past 12 months (optional) • pictures to be used in the overall design of the new website • a list of all divisions and/or departments within the organization • a list of third-party and in-house developed applications presently being utilized on the current website • a site map or outline of the current website's navigational structure if possible • a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements
Phase 2: Website Layout	
<u>Deliverable:</u> Website grayscale layout and mood board color pallet presentation	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design • begin development of the website design upon layout and mood board approval 	<p>Client will:</p> <ul style="list-style-type: none"> • approve one layout and the mood board • review marketing packet material and guidelines • Website Layout billing milestone complete



<p>Phase 3: Website Reveal</p> <p><u>Deliverable:</u> Website design and production website.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • present a fully functional website on a production URL • migrate content pages to the production URL as described in Exhibit A.1 Statement of Work. • conduct a quality review of the website to ensure the functionality and usability standards are met • work with Client to prepare for training • migrate Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format as described in Exhibit A.1 Statement of Work. 	<p>Client will:</p> <ul style="list-style-type: none"> • evaluate the website design and content and provide CivicPlus with feedback • collaborate with CivicPlus on proposed changes • revise the design according to the approved timeline • if revised design changes are requested after the design approval timeline date, the project's Go Live date will be adjusted out (training and billing milestones will remain as per approved timeline) • provide CivicPlus will all the necessary DNS items identified for the website
<p>Phase 4: Implementation Training (See Exhibit A.1 Statement of Work for details)</p> <p><u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • provided training to Client before the website goes live • train staff members based on internal daily tasks and workflow • train staff members on how to use the GCMS®, update content pages and modules 	<p>Client will:</p> <ul style="list-style-type: none"> • provide a location for training in Client with internet access • provide computers for staff to be trained on • Phase 4: Training billing milestone complete
<p>Phase 5: Go Live</p> <p><u>Deliverable:</u> Custom website launched to the public.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • address system issues and bugs that Client finds • redirect the domain name to the newly developed website as per approved timeline 	<p>Client will:</p> <ul style="list-style-type: none"> • test and update the final site as per approved timeline • notify CivicPlus on any system issues or bugs found in the website

Addendum 2 to Exhibit A.1 – Modules & Functionalities

Project Development and Deployment Includes the Following:	
Modules	Functionality
<ul style="list-style-type: none"> • Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center (NOTE: Requires additional fee as a third-party service) • Facilities & Reservations • Frequently Asked Questions • Forms Center • Job Postings • My Dashboard • News Flash • Notify Me® email and 500 SMS subscribers • Photo Gallery • Quick Links • Real Estate Locator • Spotlight • Staff Directory 	<ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • RSS • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook, Twitter, Instagram) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log



Addendum 3 to Exhibit A.1 - Redesign Details

CivicPlus Project Development Services & Scope of Services for CP Basic Redesign

- New design for all items originally contracted for (main site, department headers and subsites)
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, and application of new site styles. Note: Content will **not** be rewritten, reformatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct

Addendum 4 – Hosting, Support and Service Level Agreement

Hosting Details

Data Center	<ul style="list-style-type: none"> • Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	<ul style="list-style-type: none"> • Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	<ul style="list-style-type: none"> • Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth
Disaster Recovery	<ul style="list-style-type: none"> • Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers
DDoS Mitigation	<ul style="list-style-type: none"> • Defined DDoS Attack Process <ul style="list-style-type: none"> • Identify attack source • Identify type of attack • Monitor attack for threshold engagement

Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install Service Patches for OS
24/7 Emergency Support	System Enhancements
Dedicated Support Personnel	Fixes
Usability Improvements	Improvements
Integration of System Enhancements	Integration
Proactive Support for Updates & Fixes	Testing
Online Training Manuals	Development
Monthly Newsletters	Usage License
Routine Follow-up Check-ins	
CivicPlus Connection	

CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.7%, in each case during any monthly billing cycle (the “Service Commitment”). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was “Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- “Unavailable” and “Unavailability” mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month, beginning with the first full month of service, in accordance with the schedule below.

Monthly Uptime Percentage

Less than 99.7%

Service Credit Percentage

1% of one month’s fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words “SLA Credit Request” in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the “SLA Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to make insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective

8 Hours

Service Credit Percentage

10% of one month's fee

Recovery Point Objective

24 Hours

Service Credit Percentage

10% of one month's fee



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 09/27/16

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

ITEM:

Public hearing and consider an ordinance to rezone Lot 1, Block 1, Harwood Village North Addition, located at 735 (605) Harwood Road, Bedford, Texas, from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit (H/SUP), specific to Section 3.2.C.2.a, Churches, Temples and Synagogues of the City of Bedford Zoning Ordinance, allowing for Iglesia De Dios to operate a bilingual church. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP- 2016-50034)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Brown Trial to the west, Spring Valley Drive to the east and Harwood Road to the south, with the site currently a multi-tenant commercial building. The applicant is requesting to rezone the property from Heavy Commercial to Heavy Commercial/Specific Use Permit/Church, allowing for Iglesia de Dios Church to occupy 735 Harwood within the commercial center.

The Planning and Zoning Commission recommended approval of this application at their September 8, 2016 meeting by a vote of 6-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lot 1, Block 1, Harwood Village North Addition, located at 735 (605) Harwood Road, Bedford, Texas, from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit (H/SUP), specific to Section 3.2.C.2.a, Churches, Temples and Synagogues of the City of Bedford Zoning Ordinance, allowing for Iglesia De Dios to operate a bilingual church. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP- 2016-50034)

FISCAL IMPACT:

N/A

ATTACHMENTS:

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

ORDINANCE NO. 16-

AN ORDINANCE TO REZONE LOT 1, BLOCK 1, HARWOOD VILLAGE NORTH ADDITION, LOCATED AT 735 (605) HARWOOD ROAD, BEDFORD, TEXAS, FROM HEAVY COMMERCIAL (H) TO HEAVY COMMERCIAL/SPECIFIC USE PERMIT (H/SUP), SPECIFIC TO SECTION 3.2.C.2.A, CHURCHES, TEMPLES AND SYNAGOGUES OF THE CITY OF BEDFORD ZONING ORDINANCE, ALLOWING FOR IGLESIA DE DIOS TO OPERATE A BILINGUAL CHURCH. THE SUBJECT PROPERTY IS GENERALLY LOCATED NORTH OF HARWOOD ROAD AND EAST OF BROWN TRAIL. (PZ-SUP- 2016-50034)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Zoning Ordinance be rezoned for property known as Lot 1, Block 1, Harwood Village North Addition, located at 735 (605) Harwood Road, Bedford, Texas, from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit (H/SUP), specific to Section 3.2.C.2.a, Churches, Temples and Synagogues of the City of Bedford Zoning Ordinance, allowing for Iglesia De Dios to operate a bilingual church. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP- 2016-50034)

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

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

SECTION 2. That Section 2 of the Zoning Ordinance be amended and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended so that the land described as:

Lot 1, Block 1, Harwood Village North Addition, shall be shown as approved by this ordinance.

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

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

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

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

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

PRESENTED AND PASSED this 27th day of September, 2016 by a vote of ___ ayes, ___ nay and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ORDINANCE NO. 16-

ATTEST:

Michael Wells, City Secretary

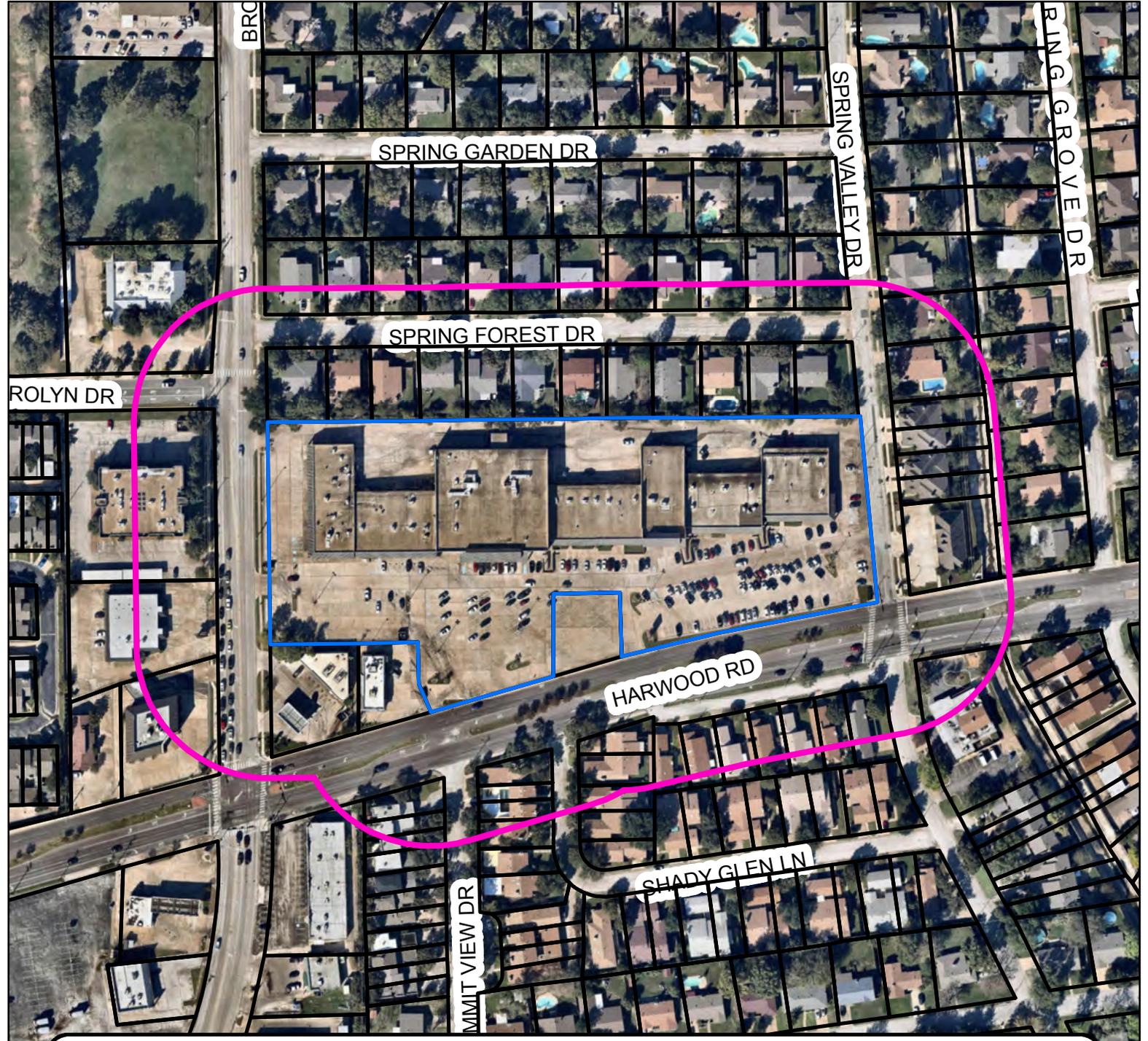
APPROVED AS TO FORM:

Stan Lowry, City Attorney

Exhibit "A"



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



Hearing

Date: 9-8-2016 PZ-SUP-2016-50034

**Address: 735 (605) Harwood Road
Bedford, TX 76021**

**Legal Description:
Lot 1, Block 1,
HARWOOD VILLAGE NORTH ADDITION**

 **200 Ft Buffer**

 **Project Location**



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

PZ-SUP-2016-50034 735 (605) Harwood Road
Zoned "H" Heavy Commercial



Legend

- Proposed Property
- Proposed Buildings

Applicants Signature of Acknowledgement



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

PZ-SUP-2016-50034

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF SEPTEMBER 8, 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:
August 25, 2016 regular meeting**

Motion: Commissioner Stroope made a motion to approve the meeting minutes of the August 25, 2016 regular meeting.

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

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

Nays:

Abstention: Vice Chairman Hall

Motion approved 5-0-1. Vice Chairman Hall declared the August 25, 2016 meeting minutes approved.

PUBLIC HEARINGS

- 2. Zoning Case PZ-SUP-2016-50034, public hearing and consider a request to rezone Lot 1, Block 1, Harwood Village North Addition, located at 735 (605) Harwood Road, Bedford, Texas, from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit (H/SUP), specific to Section 3.2.C.2.a, Churches, Temples and Synagogues, of the City of Bedford Zoning Ordinance, allowing for Iglesia De Dios to operate a bilingual church. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP- 2016-50034)**

Emilio Sanchez, Planning Manager, reviewed zoning case PZ-SUP-2016-50034.

Juan Rodriguez, petitioner, 735 Harwood Road, Bedford, TX.

Mr. Rodriguez is the pastor of Pentecostal Church of God.

This organization has been around for about 100 years. They started in Oak Cliff and relocated to Irving,

Their congregation keeps growing; they are up to about 120 members currently. They have outgrown their current location.

The lease at their current location has expired and they are currently paying month-to-month for their space. They are seeking to relocate to a place that will accommodate the size of their congregation.

Members of this church travel from all over the metroplex, some as far as Mesquite, Dallas, Fort Worth, and Arlington.

Mr. Rodriguez is looking for a location that is central in the metroplex. He looked in Hurst and Euless, but found Bedford to be the most favorable location for the church.

Mr. Rodriguez appreciates the strictness of the codes that keep the City clean, the shopping center where he wants to relocate his church is very neat, and he wants to bring the church into a nice city.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF SEPTEMBER 8, 2016**

DRAFT

Mr. Rodriguez plans to sign a five-year lease. The goal of the church is to get 250 members, and eventually plan to purchase a building in Bedford.

Vice Chairman Hall asked if the space will be only a congregation room or if it will be divided up.

Mr. Rodriguez said they have no plans to divide anything up at the moment. They plan on segregating the space with plastic dividers, and if they need to build separate rooms in the future he will inform the City of those changes. For now, this will only be a place to worship.

Vice Chairman Hall asked what the schedule will be.

Mr. Rodriguez said they hold services on Wednesday and Friday from 7:30 p.m. to 8:30 p.m., and Sunday from 10:30 a.m. to 11:30 a.m. or around noon.

Commissioner Reese asked if there is a designation of a bilingual church. Is there an English service and then another service proceeding?

Mr. Rodriguez said that the goal for the Bedford location is to hold services that will be translated. Their location in Irving is completely Hispanic. They would like to do a cross-over to include more people and have services translated for those who will need it. The translation will be immediate.

Commissioner Stroope asked if the fire marshal has set an occupancy rate.

Mr. Rodriguez said he spoke with the fire marshal and was told that there could be no more than 200 people at one time. Since the space is over 6,000 square feet, the fire marshal also said that the space will need a sprinkler system installed.

Vice Chairman Hall opened the public hearing at 7:07 p.m.

Vice Chairman Hall closed the public hearing at 7:07 p.m.

Commissioner Sinisi asked for clarification on the size of the space since the diagram shows 5,000 square feet and Mr. Rodriguez said it is 6,000 square feet. Also, will there be adequate parking for 250 people at once?

Emilio informs the commission that there must be at least one parking space for every three people in regards to sanctuary seating. There are also parking spots in the rear of the building if needed.

Motion: Commissioner Reese made a motion to approve zoning case PZ-SUP-2016-50034.

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

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

Nays: None

Abstention: None

Motion approved 6-0-0. Vice Chairman Hall recommended approval of zoning case PZ-SUP-2016-50034.

3. **Zoning Case PZ-SUP-2016-50038, public hearing and consider a request to rezone Lot A 5, Block 27, Stonegate Addition, located at 1312 Brown Trail, Bedford, Texas, from Light Commercial (L) to Light Commercial/Specific Use Permit (L/SUP), specific to Section 3.2.C.14.b,i, Scientific Research,**



CITY OF
BEDFORD

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

September 9, 2016

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

SENT VIA E-MAIL: clopez@star-telegram.com on Friday, September 9, 2016.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Sunday, September 11, 2016.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, September 27, 2016, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Zoning Case PZ-SUP-2016-50034, public hearing and consider a request to rezone Lot 1, Block 1, Harwood Village North Addition, located at 735 (605) Harwood Road, Bedford, Texas, from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit (H/SUP), specific to Section 3.2.C.2.a, Churches, Temples and Synagogues, of the City of Bedford Zoning Ordinance, allowing for Iglesia De Dios to operate a bilingual church. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP- 2016-50034)

Zoning Case PZ-SUP-2016-50038, public hearing and consider a request to rezone Lot A 5, Block 27, Stonegate Addition, located at 1312 Brown Trail, Bedford, Texas, from Light Commercial (L) to Light Commercial/Specific Use Permit (L/SUP), specific to Section 3.2.C.14.b,i, Scientific Research, Development and Testing Laboratories, of the City of Bedford Zoning Ordinance, allowing for Nanoscope Technologies to operate a dedicated pre-clinical R&D facility. The subject property is generally located north of Bedford Road and east of Brown Trail. (PZ-SUP- 2016-50038)

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



Council Agenda Background

PRESENTER: Emilio Sanchez, Planning Manager

DATE: 09/27/16

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

ITEM:

Public hearing and consider an ordinance to rezone Lot A 5, Block 27, Stonegate Addition, located at 1312 Brown Trail, Bedford, Texas, from Light Commercial (L) to Light Commercial/Specific Use Permit (L/SUP), specific to Section 3.2.C.14.b,i, Scientific Research, Development and Testing Laboratories of the City of Bedford Zoning Ordinance, allowing for Nanoscope Technologies to operate a dedicated pre-clinical R&D facility. The subject property is generally located north of Bedford Road and east of Brown Trail. (PZ-SUP- 2016-50038)

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The subject property is generally bound by Brown Trial to the west, Bedford Road to the south and Golden Hawk Lane to the north, with the site currently a multi-tenant commercial building. The applicant is requesting to rezone the property from Light Commercial to Light Commercial/Specific Use Permit/Scientific Research, Development and Testing Laboratories.

The Planning and Zoning Commission recommended approval of this application at their September 8, 2016 meeting by a vote of 6-0-0.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance to rezone Lot A 5, Block 27, Stonegate Addition, located at 1312 Brown Trail, Bedford, Texas, from Light Commercial (L) to Light Commercial/Specific Use Permit (L/SUP), specific to Section 3.2.C.14.b,i, Scientific Research, Development and Testing Laboratories of the City of Bedford Zoning Ordinance, allowing for Nanoscope Technologies to operate a dedicated pre-clinical R&D facility. The subject property is generally located north of Bedford Road and east of Brown Trail. (PZ-SUP- 2016-50038)

FISCAL IMPACT:

N/A

ATTACHMENTS:

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

ORDINANCE NO. 16-

AN ORDINANCE TO REZONE LOT A 5 , BLOCK 27, STONEGATE ADDITION, LOCATED AT 1312 BROWN TRAIL, BEDFORD, TEXAS, FROM LIGHT COMMERCIAL (L) TO LIGHT COMMERCIAL/SPECIFIC USE PERMIT (L/SUP), SPECIFIC TO SECTION 3.2.C.14.B,I, SCIENTIFIC RESEARCH, DEVELOPMENT AND TESTING LABORATORIES OF THE CITY OF BEDFORD ZONING ORDINANCE, ALLOWING FOR NANOSCOPE TECHNOLOGIES TO OPERATE A DEDICATED PRE-CLINICAL R&D FACILITY. THE SUBJECT PROPERTY IS GENERALLY LOCATED NORTH OF BEDFORD ROAD AND EAST OF BROWN TRAIL. (PZ-SUP- 2016-50038)

WHEREAS, it is deemed expedient and for the benefit of the City of Bedford, Texas, that the Zoning Ordinance be rezoned for property known as Lot A 5 , Block 27, Stonegate Addition, located at 1312 Brown Trail, Bedford, Texas, from Light Commercial (L) to Light Commercial/Specific Use Permit (L/SUP), specific to Section 3.2.C.14.b,i, Scientific Research, Development and Testing Laboratories of the City of Bedford Zoning Ordinance, allowing for Nanoscope Technologies to operate a dedicated pre-clinical R&D facility. The subject property is generally located north of Bedford Road and east of Brown Trail. (PZ-SUP- 2016-50038)

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

- SECTION 1.** That the findings above are found to be true and correct, and are incorporated herein.
- SECTION 2.** That Section 2 of the Zoning Ordinance be amended and the map designated "ZONING MAP-CITY OF BEDFORD, TEXAS" be revised and amended so that the land described as:
- Lot A 5 , Block 27, Stonegate Addition, shall be shown as approved by this ordinance.**
- SECTION 3.** That the Site Plan attached hereto as Exhibit "A" is approved as a component of this ordinance approval. Any revisions to the property that deviate from the Site Plan attached hereto shall require an amendment to this ordinance.
- SECTION 4.** That this ordinance shall be cumulative of all provisions of other ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting revisions of such ordinances are hereby repealed.
- SECTION 5.** That it is hereby declared the intention of the City Council of the City of Bedford, Texas, that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.
- SECTION 6.** That any person, organization, corporation, partnership or entity that violates, disobeys, omits, neglects or fails to comply with the provisions of this ordinance shall be fined not more than two thousand dollars (\$2,000.00) for each offense or violation. Each day that an offense or violation occurs shall constitute a separate offense.
- SECTION 7.** That this ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Bedford and the laws of the State of Texas.
- PRESENTED AND PASSED** this 27th day of September, 2016 by a vote of ___ ayes, ___ nay and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

ORDINANCE NO. 16-

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

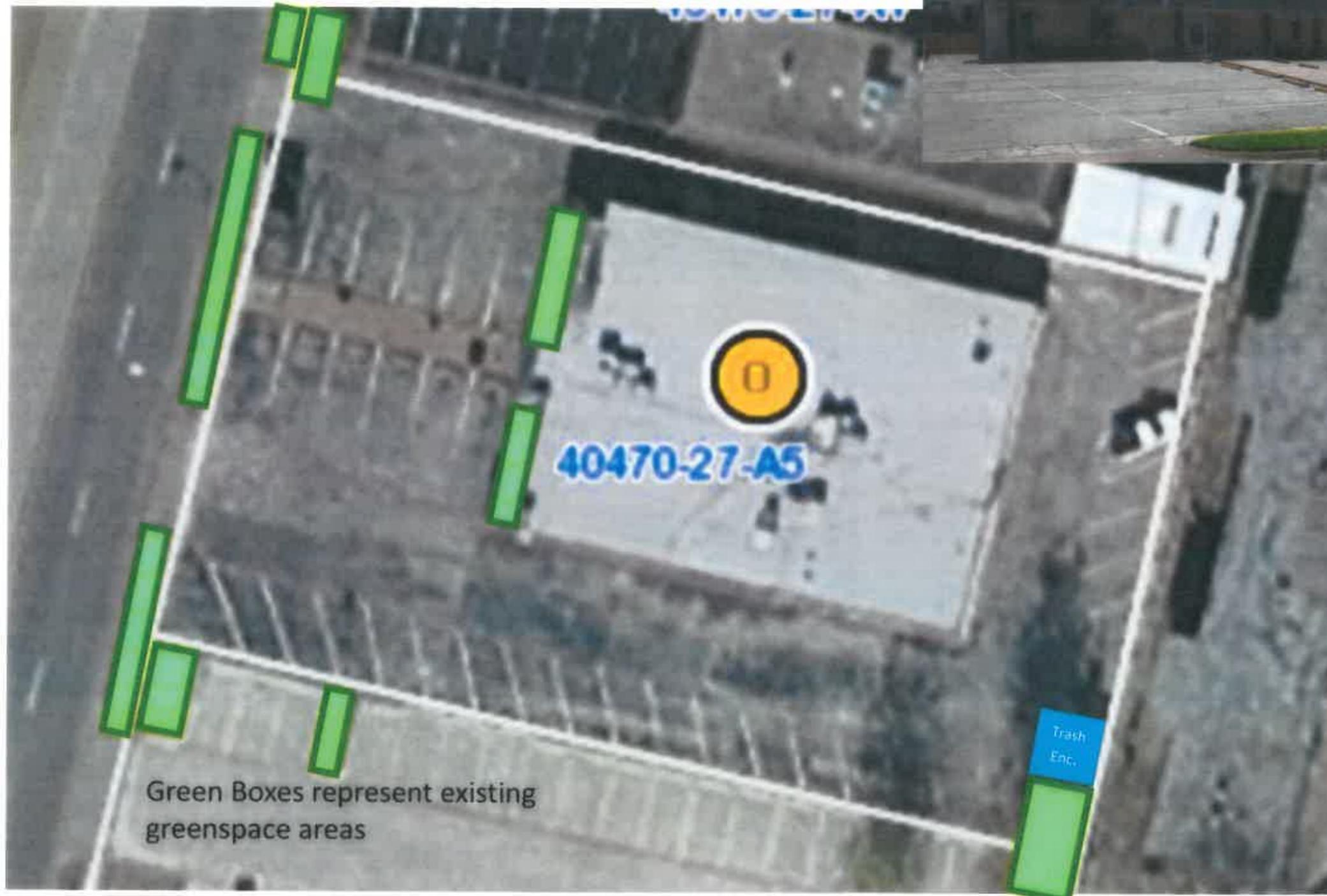
Stan Lowry, City Attorney

SPECIAL USE PERMIT APPLICATION – Nanoscope Technologies 1312 Brown Trail, Bedford, Texas 76022 – Site Plan

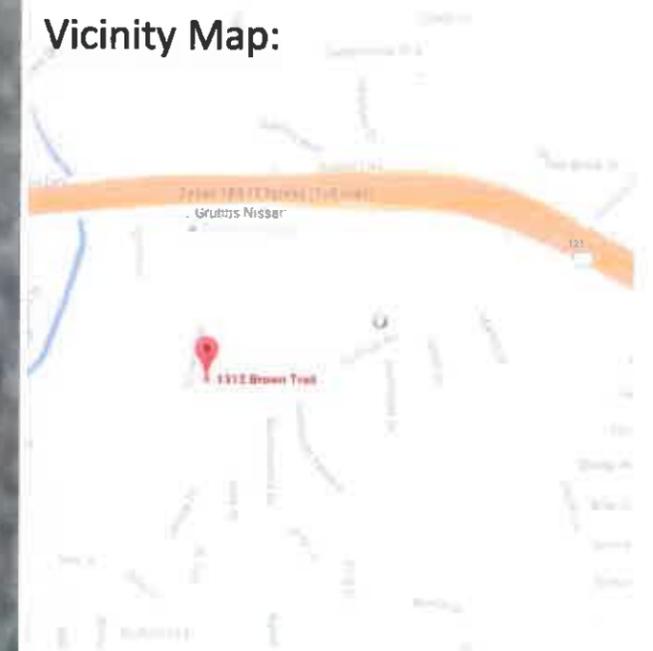
08/21/16

Building Size: 6,300 sf
Land Acreage: 0.5739 ac

YOC: 1973
Parking Spaces: 36



Vicinity Map:



Owner:
Scott & Sherry Hammonds
116 Shady Lake Ct
Hurst, TX 76054
817.281.3121 office
817.281.7649 fax



Specific Use Permit Bedford City



Sulagna Bhattacharya, CEO
NanoScope Technologies, Dallas, TX

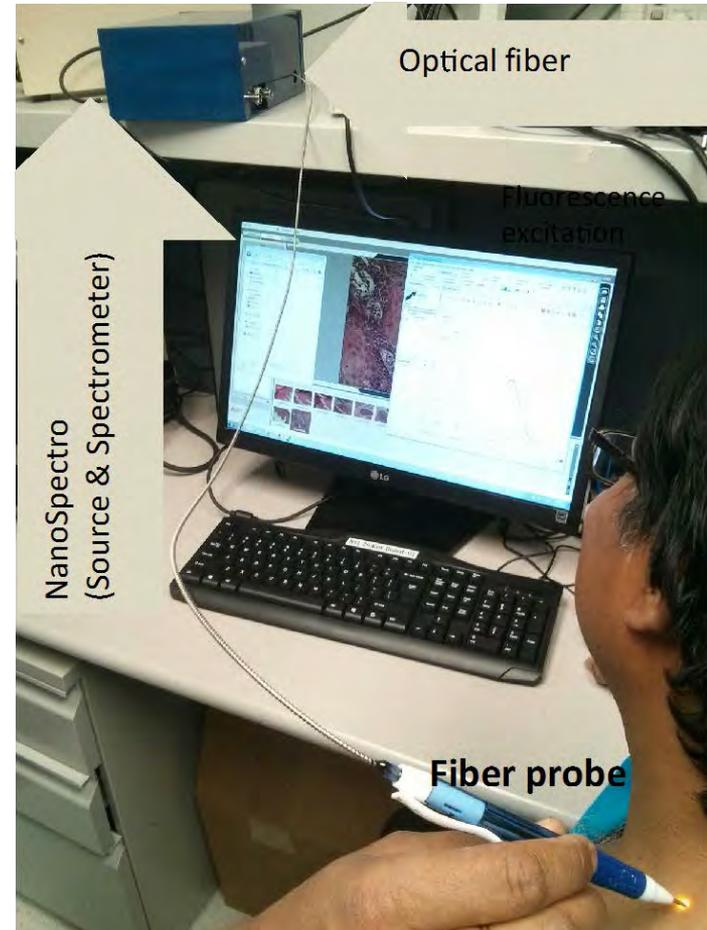
Outline

- **Overview:** Who we are?
- **Technologies:** What we develop?
- **Achievements:** What we have done?
- **News:** What we are known for?
- **Facilities:** What we bring to the new facility?
- **Contribution:** How we impact local community?
- **Q&A**

Overview

- NanoScope Technologies was founded in 2009 with an objective to develop new methods and devices for scientific, industrial and biomedical applications.
- Our team consists of innovative, dedicated and well recognized experts in the fields of science, medicine and business.
- Our Research and facilities are federally-funded and highly accredited by NIH and OLAW.
- We partner with local biomedical industries, academic institutes and hospitals to translate innovative technologies to market and bedside.
- We incubate ideas, train personnel and students, mentor new companies, and provide R&D services.

Technologies



Nanoscope has developed a range of biomedical technologies that include diagnostics and therapeutic devices and molecules.

Recent Achievements

- **September 2015:** Nanoscope awarded Small Business Innovation Research (SBIR) grant from the National Eye Institute (NEI/NIH) to advance the development and pre-clinical evaluation of Multi-Characteristics Opsin for dry-AMD treatment.
- **April 2016:** Nanoscope awarded another SBIR Grant from NEI-NIH to advance the development and preclinical evaluation of the company's patent pending platform technology on nano-enhanced optical gene delivery for AMD therapy.
- **July 2016:** Nanoscope received prestigious Audacious Goal Initiative R01 award from National Eye Institute (NEI-NIH).

Nanoscope is the only company that has been awarded such a grant since this Initiative was announced by NIH.

- **August 2016:** Nanoscope's newly developed Pain treatment by light is highlighted in IEEE Pulse Cover story.

Nanoscope in recent News



OPHTHALMOLOGY WEB

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News | Events | Articles | Product Center | Featured Products | Videos

“BEST EDUCATION POSSIBLE FOR EVERY AREA OF YOUR OFFICE”

VISION EXPO SOUTH

VISIONARIES IN EDUCATION

News: Nanoscope Technologies Awarded NEI Grants for Development and Delivery of AMD Opsin Treatm

Nanoscope Technologies Awarded NEI Grants for Development and Delivery of AMD Opsin Treatment

Posted: July 19, 2016

Tweet Like 7 Email Print Comment

Nanoscope Technologies was recently awarded three grants from the National

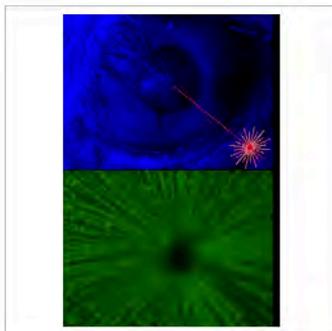


PUBLIC RELEASE: 26-AUG-2016

Nanoscope Technologies awarded Audacious Goal Initiative grant by National Eye Institute

Nanoscope Technologies awarded Audacious Goal Initiative grant by National Eye Institute for exploring novel ultrafast laser based therapeutic gene delivery

NANOSCOPE TECHNOLOGIES



August 23, 2016

1,044 people on this site created by chloee

Other recent titles: Drugs | Health | News

Media Pack: [Contact Us](#) [Subscriptions](#)

In some people, more

NanoScope awarded AGI Grant to re-sensitize photo-degenerated retinal areas with MCO

Publication: August 23, 2016 at 10:01 AM No Comments

Like 0 Email 0 Comment 1



SHINING A LIGHT ON PAIN RELIEF

Optogenetics has emerged over the last ten years as a transformative technology for controlling and understanding animal behavior. By genetically changing neurons to turn on or off when exposed to light, scientists can target specific neurons or neuronal circuits. It involves two parts: the modification of a cell's DNA to express a light-sensitive protein, and a means to deliver light to that cell, typically accomplished with an implanted fiber-optic cable. With optogenetics, scientists can tell neurons to fire or block them from firing with a flash of light. Traditional methods of studying pain in animals cause tissue damage and activate a slew of cells in addition to the pain-sensing neurons of interest.

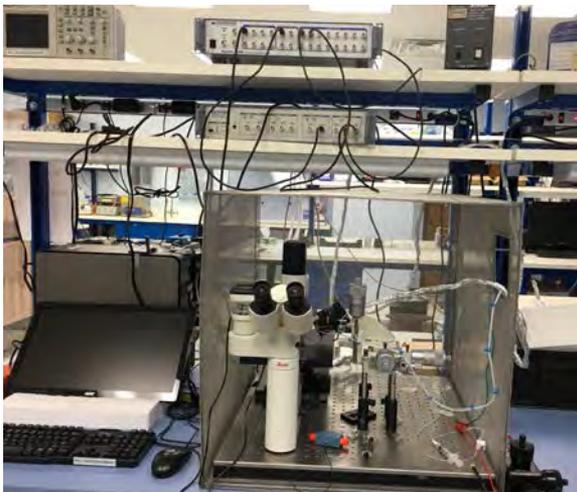
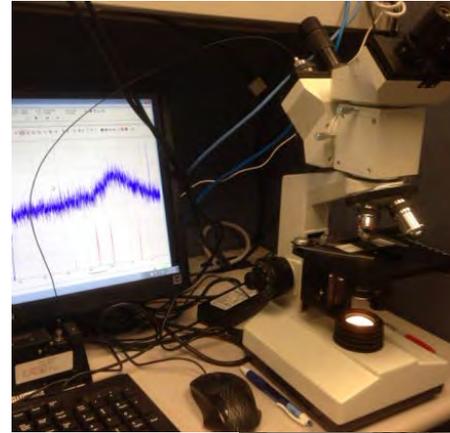
"Optogenetics is highly specific," says Samarendra Mohanty of NanoScope Technologies, LLC, based in Arlington, Texas. "You can activate one type of neuron precisely and instantaneously."

Scientists are beginning to use optogenetics to understand the cells and circuits involved in pain. There are also studies showing that pain can be turned on and off with light in animal models. Using either transgenic animals or gene therapy, researchers have created mice whose pain could be dialed up or down by



Samarendra Mohanty

Facilities



Contribution

- With a dedicated pre-clinical R&D facility, Nanoscope can rapidly advance its gene therapy and optical delivery technologies for clinical translation of optogenetics in vision restoration.
- Our non-invasive technique for cancer detection and pain management can improve quality of life and save billions of dollars to our nation.
- The successful operation of Nanoscope in Bedford will not only boost the local economy and generate quality employment; it will put Bedford in the world map in terms of healthcare innovation.
- We will attract more healthcare companies to relocate in Bedford, thus generating a cascade effect in economic development.
- We will continue to attract local high school students to participate in our R&D that motivate the students to get into higher education and help them to get admission into high-ranking schools.

Acknowledgements

Team

Ms. Sulagna Bhattacharya (Chief Executive Officer)

Dr. Weldon Wright, MD (Chief Medical Officer)

Dr. Samarendra Mohanty, Ph.D. (Chief Scientific Officer)

Dr. Ralph Callicott, DVM, Ph.D. (Veterinarian)

Dr. Sanjay Pradhan, Ph.D. (Sr. Regulatory)

Dr. David Birch, Ph. D. (Advisor)

Dr. Sivakumar Gajjeraman, Ph.D. (Sr. Scientist)

Mr. Harvey Wiggins (Advisor)

Dr. Beamon Agarwal, MD, Ph.D. (Clinical Coordinator)

Dr. Young-tae Kim, Ph.D. (Consultant)

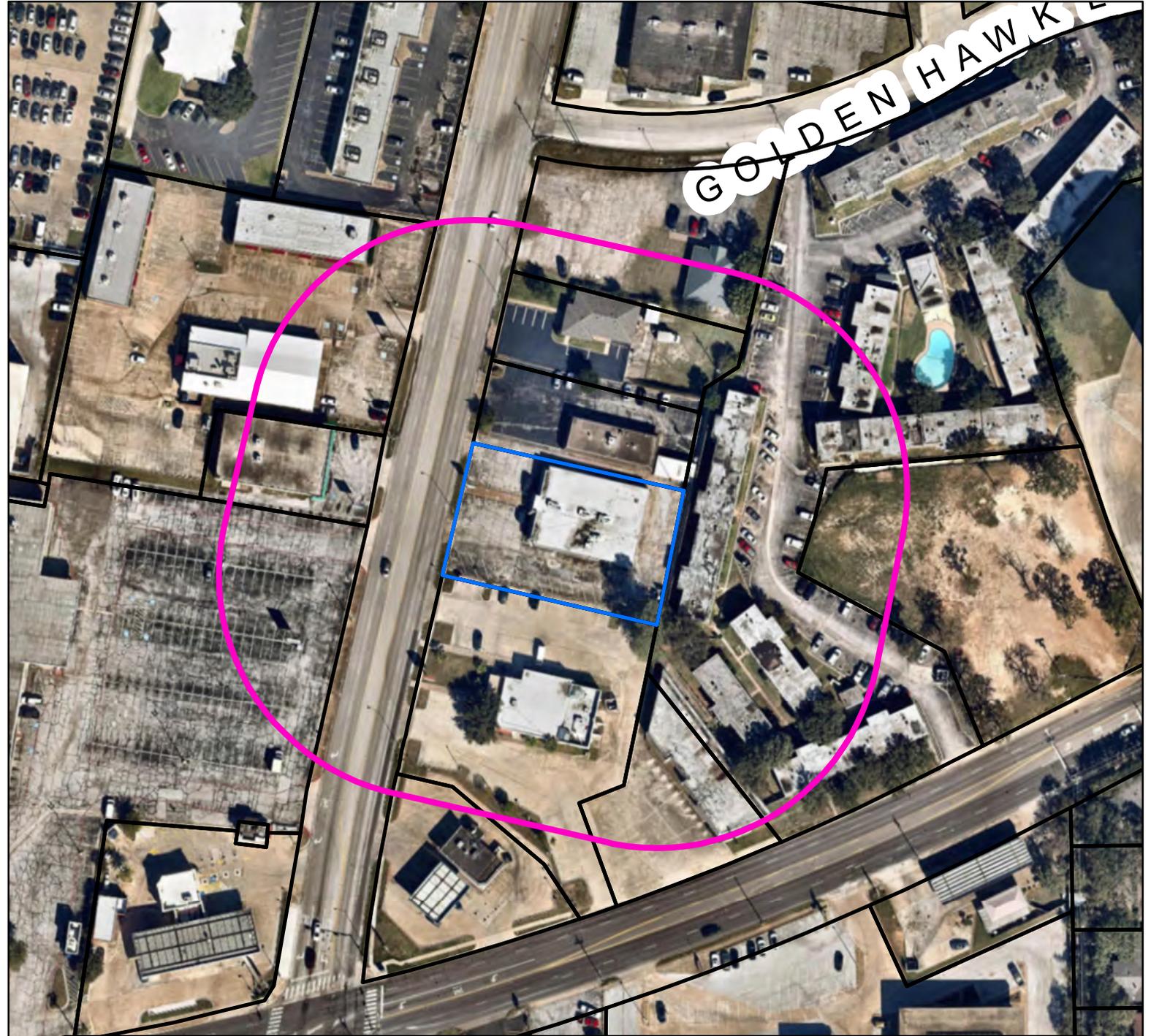


Q & A



**Thank you
for your attention**

GOLDEN HAWK



Hearing

Date: 9-8-2016 PZ-SUP-2016-50038

**Address: 1312 Brown Trail
Bedford, TX 76021**

**Legal Description:
Lot A5, Block 27,
STONEGATE ADDITION**

 200 Ft Buffer
 Project Location



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

PZ-SUP-2016-50038 1312 Brown Trail
Zoned "L" Light Commercial



Legend

- Proposed Property
- Proposed Buildings

Applicants Signature of Acknowledgement



PZ-SUP-2016-50038

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF SEPTEMBER 8, 2016**

DRAFT

Mr. Rodriguez plans to sign a five-year lease. The goal of the church is to get 250 members, and eventually plan to purchase a building in Bedford.

Vice Chairman Hall asked if the space will be only a congregation room or if it will be divided up.

Mr. Rodriguez said they have no plans to divide anything up at the moment. They plan on segregating the space with plastic dividers, and if they need to build separate rooms in the future he will inform the City of those changes. For now, this will only be a place to worship.

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Commissioner Stroope asked if the fire marshal has set an occupancy rate.

Mr. Rodriguez said he spoke with the fire marshal and was told that there could be no more than 200 people at one time. Since the space is over 6,000 square feet, the fire marshal also said that the space will need a sprinkler system installed.

Vice Chairman Hall opened the public hearing at 7:07 p.m.

Vice Chairman Hall closed the public hearing at 7:07 p.m.

Commissioner Sinisi asked for clarification on the size of the space since the diagram shows 5,000 square feet and Mr. Rodriguez said it is 6,000 square feet. Also, will there be adequate parking for 250 people at once?

Emilio informs the commission that there must be at least one parking space for every three people in regards to sanctuary seating. There are also parking spots in the rear of the building if needed.

Motion: Commissioner Reese made a motion to approve zoning case PZ-SUP-2016-50034.

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

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

Motion approved 6-0-0. Vice Chairman Hall recommended approval of zoning case PZ-SUP-2016-50034.

- 3. Zoning Case PZ-SUP-2016-50038, public hearing and consider a request to rezone Lot A 5, Block 27, Stonegate Addition, located at 1312 Brown Trail, Bedford, Texas, from Light Commercial (L) to Light Commercial/Specific Use Permit (L/SUP), specific to Section 3.2.C.14.b,i, Scientific Research,**

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF SEPTEMBER 8, 2016**

DRAFT

Development and Testing Laboratories, of the City of Bedford Zoning Ordinance, allowing for Nanoscope Technologies to operate a dedicated pre-clinical R&D facility. The subject property is generally located north of Bedford Road and east of Brown Trail. (PZ-SUP- 2016-50038)

Emilio Sanchez, Planning Manager, reviewed zoning case PZ-SUP-2016-00050038.

Sulagna Bhattacharya, petitioner, 2519 Radcliff Drive, Arlington, TX 76012.

Ms. Bhattacharya is the CEO of NanoScope Technologies. The company is currently operating out of two locations in Dallas.

NanoScope Technologies is a Texas-based company founded in 2009, and they focusing on research and development. Most of their research is biomedical.

The team at NanoScope consist of innovative, dedicated and highly skilled professionals (i.e. doctors, PhDs, professors, and scientists) from all over the world.

They are heavily funded by National Institute of Health (NIH) and National Eye Institute (NEI), and highly accredited by Office of Laboratory Animal Welfare (OLAW).

They partner with local biomedical industries, academic institutes (UTSW Medical Center, SMU, UNT Health & Science Center, Oklahoma Medical School, John Hopkins, and more), and hospitals to translate innovative technologies to market and bedside.

They incubate ideas, train personnel and students, mentor new companies, and provide research and development (R&D) services. Last year they mentored 12 students from area high schools. One of those students has been accepted to Harvard Medical School.

NanoScope has developed a range of biomedical technologies that include diagnostics and therapeutic devices and molecules. Their main mission is for vision restoration. They mainly focus on the retina of the eye and issues with the optic nerve affected by illnesses like glaucoma or diabetes. They also work with eyes that are completely damaged --- injuries you would see in military combat. They are currently working with a military project regarding ocular injuries. One of the projects they are working on is a way to detect cancer of the eye. Additionally, they are working on a way to treat ocular pain with light.

NanoScope has had some recent achievements. In September 2015 they were awarded the Small Business Innovation Research (SBIR) grant from NEI/NIH to advance the development and pre-clinical evaluation of Multi-Characteristics Opsin for dry-AMD treatment.

In April 2016, they were awarded another SBIR grant from NEI/NIH to advance the development and preclinical evaluation of the company's patent pending platform technology on nano-enhanced optical gene delivery for AMD therapy.

In July 2016, they received the prestigious Audacious Goal Initiative R01 award from NEI/NIH. NanoScope is the only company in the world that has been awarded such a grant since this initiative was announced by NIH.

In August 2016, NanoScope's newly developed pain treatment by light is highlighted in the Institute of Electrical and Electronics Engineers (IEEE) Pulse Cover Story.

NanoScope's achievements have been published in recent news, such as Ophthalmology Web, News Medical, and IEEE Pulse.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF SEPTEMBER 8, 2016**

DRAFT

Their facility has multiple different types of high tech microscopes that serve a wide range of purposes.

Since they are an R&D facility, NanoScope can rapidly advance its gene therapy and optical delivery technologies for clinical translation of optogenetics in vision restoration.

Their non-invasive technique for cancer detection and pain management can improve quality of life and save this nation billions of dollars.

The successful operation of NanoScope in Bedford will not only boost the local economy and generate quality employment; it will put Bedford in the world map in terms of healthcare innovation.

NanoScope will attract more healthcare companies to relocate to Bedford, thus generating a cascade effect in economic development.

NanoScope will continue to attract local high school students to participate in their R&D programs that motivate the students to get into higher education and help them to get admission into high-ranking schools.

The team at NanoScope includes Ms. Bhattacharya (CEO), Dr. Weldon Wright, MD (Chief Medical Officer), Dr. Samanendra Mohanty, Ph.D. (Chief Scientific Officer), Dr. Ralph Callicott, DVM, Ph. D. (Veterinarian), Dr. Sanjay Pradhan, Ph.D. (Sr. Regulatory), Dr. David Birch, Ph. D. (Advisor), Dr. Sivakumar Gajjeraman, Ph. D. (Sr. Scientist), Mr. Harvey Wiggins (Advisor), Dr. Beamon Agarwal, MD, Ph.D. (Clinical Coordinator), and Dr. Young-tae Kim, Ph. D. (Consultant).

They work with many other professionals from places like Columbia Medical School, John Hopkins, and Singapore Medical School.

Commissioner Culver asked if Ms. Bhattacharya could elaborate on their pain management research.

Ms. Bhattacharya said the chief scientific officer could answer that question more precisely, but it's basically stimulating one part of the brain will show chronic pain, especially military people with migraines, the pain can be dramatically reduced by shining a light. This will take the place of medication. The military is working with NanoScope very closely for this result.

Commissioner Stroope asked if they had retrofitted this building to meet their needs.

Ms. Bhattacharya said no, this facility is adequate and they will not need to make any changes.

Commissioner Culver asked how secure this building will need to be, and what type of security they plan to have in place.

Ms. Bhattacharya said they currently have an ADT Security System and they will continue with that form of security.

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

Vice Chairman Hall closed the public hearing at 7:25 p.m.

Commissioner Reese said it will be a great addition to the city.

Commissioner Davis thanked them for choosing Bedford.

Ms. Bhattacharya said they are currently in downtown Dallas, and because they sometimes work until 1:30 a.m. or 2:00 a.m., they are looking to move to a smaller community where they will feel safe.

**PLANNING AND ZONING COMMISSION
MEETING MINUTES OF SEPTEMBER 8, 2016**

DRAFT

Vice Chairman Hall said that when the time comes, Bedford can find a larger building for them to move in to.

Motion: Commissioner Stroope made a motion to approve zoning case PZ-SUP-2016-00050038.

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

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

Nays: None

Abstention: None

Motion approved 6-0-0. Vice Chairman Hall recommended approval of zoning case PZ-SUP-2016-00050038.

ADJOURNMENT

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

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

Nays: None

Abstention: None

Motion approved 6-0. Chairman Carlson adjourned the Planning and Zoning Commission meeting at 7:28 p.m.

**Mickey Hall, Vice Chairman
Planning and Zoning Commission**

ATTEST:

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



CITY OF
BEDFORD

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

September 9, 2016

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

SENT VIA E-MAIL: clopez@star-telegram.com on Friday, September 9, 2016.

FROM:

City of Bedford
Emilio Sanchez, Planning Manager

Dear Christine,

Please publish the following in "Legal Notices" on Sunday, September 11, 2016.

MESSAGE:

**CITY OF BEDFORD
PUBLIC HEARING**

The City of Bedford City Council gives notice of a public hearing on Tuesday, September 27, 2016, at 6:30 p.m. at City Hall, Council Chamber, 2000 Forest Ridge Drive, Building A, Bedford, Texas:

Zoning Case PZ-SUP-2016-50034, public hearing and consider a request to rezone Lot 1, Block 1, Harwood Village North Addition, located at 735 (605) Harwood Road, Bedford, Texas, from Heavy Commercial (H) to Heavy Commercial/Specific Use Permit (H/SUP), specific to Section 3.2.C.2.a, Churches, Temples and Synagogues, of the City of Bedford Zoning Ordinance, allowing for Iglesia De Dios to operate a bilingual church. The subject property is generally located north of Harwood Road and east of Brown Trail. (PZ-SUP- 2016-50034)

Zoning Case PZ-SUP-2016-50038, public hearing and consider a request to rezone Lot A 5, Block 27, Stonegate Addition, located at 1312 Brown Trail, Bedford, Texas, from Light Commercial (L) to Light Commercial/Specific Use Permit (L/SUP), specific to Section 3.2.C.14.b,i, Scientific Research, Development and Testing Laboratories, of the City of Bedford Zoning Ordinance, allowing for Nanoscope Technologies to operate a dedicated pre-clinical R&D facility. The subject property is generally located north of Bedford Road and east of Brown Trail. (PZ-SUP- 2016-50038)

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



Council Agenda Background

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

DATE: 09/27/16

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

ITEM:

Consider an ordinance amending the stormwater drainage charges and monthly stormwater system fees by amending Ordinance No. 01-2590; providing a repealing clause; providing a severability clause; and declaring an effective date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

At the August 5, 2016 Budget Work Session, the Council reviewed and discussed the utility rates necessary to support the proposed FY 2016-2017 budget. For the first time in 15 years, the Council was requested to review the Stormwater rates. This has been the City's most stable fund, but did not have capacity for staff to address minor drainage issues proactively through routine budget authorizations.

Currently, residential accounts pay \$3.50 per month and accounts for senior residents pay \$3.00 per month for the Stormwater utility. Commercial charges are based on a calculation of their size and impervious area multiplied by the standard residential account rate. Carolyn Marshall, who conducted the utility rate reviews for the past two years, was requested to perform a rate review study for the Stormwater operations. Per the study, a \$0.50 monthly increase in each rate is recommended to meet revenue requirements.

Additionally, in future budget years, the Council will need to review the capital projects recommended for the Stormwater operations. The magnitude of these projects will most likely require debt to be issued. That issuance will need to be evaluated to determine future increases in the rates to address these needs in the coming years.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending the stormwater drainage charges and monthly stormwater system fees by amending Ordinance No. 01-2590; providing a repealing clause; providing a severability clause; and declaring an effective date.

FISCAL IMPACT:

The fiscal impact was factored into the adopted revenue budget for Fiscal Year 2016-2017.

ATTACHMENTS:

Ordinance

ORDINANCE NO. 16-

AN ORDINANCE AMENDING THE STORMWATER DRAINAGE CHARGES AND MONTHLY STORMWATER SYSTEM FEES BY AMENDING ORDINANCE NO. 01-2590; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

SECTION 1. That Section 118-150 (c) of the City of Bedford Code of Ordinances is hereby amended to read as follows:

The following SFU rate is hereby established and shall be used to calculate the total monthly Stormwater Utility fee for all property located in the City of Bedford, in accordance with the applicable formula established in this section.

SFU Rate = \$4.00 per SFU per month.

SFU Rate = \$3.50 per SFU per month (account holder over 65 years of age).

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

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

SECTION 4. That this ordinance shall become effective with all stormwater charges billed on or after December 1, 2016.

PRESENTED AND PASSED on this 27th day of September 2016, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Meg Jakubik, Strategic Services Manager

DATE: 09/27/16

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

ITEM:

Consider an ordinance of the City of Bedford, Texas setting forth registration requirements and credit extension guidelines for credit access businesses; containing a savings clause; providing a penalty clause; and providing an effective date.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

As discussed during the Council Work Session on August 5, 2016, this ordinance is a joint effort with the cities of Hurst and Euless to provide regulations for credit lending businesses to prohibit predatory practices. All three cities agreed to pass ordinances with the same language, which was modeled on a sample ordinance from the Texas Municipal League.

Below are the highlights of the ordinance:

- Credit access businesses must register with the City annually.
- Credit access businesses will maintain complete records and retain them for three years.
- Cash advanced under consumer credit cannot exceed 20% of the consumer's gross monthly income.
- Cash advanced under a motor vehicle title loan cannot exceed the lesser of 3% of the consumer's gross annual income or 70% of the current retail value of the vehicle.
- Repayments may not be repayable in more than four installments and limits refinancing to no more than three times.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance of the City of Bedford, Texas setting forth registration requirements and credit extension guidelines for credit access businesses; containing a savings clause; providing a penalty clause; and providing an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance

ORDINANCE 16 -

AN ORDINANCE OF THE CITY OF BEDFORD, TEXAS SETTING FORTH REGISTRATION REQUIREMENTS AND CREDIT EXTENSION GUIDELINES FOR CREDIT ACCESS BUSINESSES; CONTAINING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bedford, Texas is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the City of Bedford, Texas contains credit access businesses, which provide payday loans and advances to consumers who work and reside within the City; and,

WHEREAS, the City Council of the City of Bedford has determined that certain credit access businesses engage in abusive and predatory lending practices, offering easy money to those members of our community who are in a tight spot with onerous terms and fees; and,

WHEREAS, the practices of certain credit access businesses cause members of our community to become trapped in a cycle of short term, high interest loans resulting in large debt and huge payments; and,

WHEREAS, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why*, (July 2012), wrote that “payday loans are sold as two-week credit products that provide fast cash, but borrowers are actually indebted for an average of five months per year.” The report further noted that “on average, a borrower takes out eight loans of \$375 each per year and spends \$520 on interest;” and,

WHEREAS, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why*, (July 2012), also noted: “How much borrowers spend on loans depends heavily on the fees permitted by their state. The same \$500 storefront loan would generally cost about \$55 in Florida, \$75 in Nebraska, \$87.50 in Alabama, and \$100 in Texas, even if it were provided by the same national company in all those states. Previous research has found that lenders tend to charge the maximum permitted in a state;” and,

WHEREAS, the Pew Charitable Trusts, in their publication entitled *Payday Lending in America: Who Borrows, Where they Borrow, and Why*, (July 2012), also stated that “the vast majority of borrowers use the loans on a long-term basis, not temporary one. Thus it seems that the payday loan industry is selling a product few people use as designed and that imposes debt that is consistently more costly and longer lasting than advertised;” and,

WHEREAS, the Community Financial Services Association of America (CFSA), the national trade association for companies that offer small dollar, short-term loans or payday advances includes the following in the “Member Best Practices” as listed on its Internet site (<http://cfsaa.com/cfsa-member-best-practices.aspx>): “Members shall not allow customers to rollover a payday advance (the extension of an outstanding advance by payment of only a fee) unless expressly authorized by state law, but in such cases where authorized will limit rollovers to four or the state limit, whichever is less.” The need for consumer understanding was also outlined on this website: “A contract between a member and the customer must fully outline the terms of the payday advance transaction. Members agree to disclose the cost of the service fee both as a dollar amount and as an annual percentage rate (“APR”);” and,

WHEREAS, the Center for Responsible Lending, a non-profit, non-partisan organization, states on its internet site (<http://www.responsiblelending.org/other-consumer-loans/tools-resources/fast-facts.html>) that: “car title loans are based on the value of a borrower’s car - the ability to repay the loans is not factor in the lending decision...”; “loan rates for a car title are typically 20-30 times that of rates charged by credit card issuers...”; “the average car title customer renews their loan 8

ORDINANCE 16 -

times...”; and, “on a \$500 title loan, this average customer will pay back \$650 in interest over eight months; the principal borrowed will be in addition;” and,

WHEREAS, lenders hold onto the motor vehicle title and when borrowers cannot continue to pay the fees, they can lose their vehicles, which can drastically affect the borrower’s means of transportation for work and other essential household functions; and,

WHEREAS, the City Council of the City of Bedford, Texas hereby finds and determines that the regulation of credit access businesses as set forth herein is in the best interest of the public and is in furtherance of the public health, safety, morals, and general welfare.

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

SECTION 1. That all matters stated in the preamble are hereby found to be true and correct and are incorporated herein by reference as if copied in their entirety.

SECTION 2. That Chapter 26, “Businesses” of the Code of Ordinances of the City of Bedford, Texas is hereby amended by adding Article IV. “CREDIT ACCESS BUSINESSES” to read as follows:

Sec. 26-121. - Short title and purpose.

(a) This article may be known and cited as “Credit Access Businesses Regulation.”

(b) The purpose of this article is to protect the welfare of the citizens of the City of Bedford by monitoring credit access businesses in an effort to reduce abusive and predatory lending practices. To this end, this article establishes a registration program for credit access businesses, imposes restrictions on extensions of consumer credit made by credit access businesses, and imposes recordkeeping requirements on credit access businesses.

Sec. 26-122. - Definitions.

As used in this article:

- (1) *Certificate of registration* means a certificate of registration issued by the director under this article to the owner or operator of a credit access business.
- (2) *Consumer* means an individual who is solicited to purchase or who purchases the services of a credit access business.
- (3) *Consumer’s language of preference* is the language the consumer understands best.
- (4) *Credit access business* has the meaning given that term in Section 393.601 of the Texas Finance Code, or successor section.
- (5) *Deferred presentment transaction* has the meaning given that term in Section 393.601 of the Texas Finance Code, or successor section.
- (6) *Director* means the City Manager or the person designated by the City Manager directed to enforce and administer this article.
- (7) *Extension of consumer credit* has the meaning given that term in Section 393.001 of the Texas Finance Code, or successor section.
- (8) *Motor vehicle title loan* has the meaning given that term in Section 393.601 of the Texas Finance Code, or successor section.

ORDINANCE 16 -

- (9) *Person* means any individual, corporation, organization, partnership, association, financial institution, or any other legal entity.
- (10) *Registrant* means a person issued a certificate of registration for a credit access business under this article and includes all owners and operators of the credit access business identified in the registration application filed under this article.
- (11) *State license* means a license to operate a credit access business issued by the Texas Consumer Credit Commissioner under Chapter 393, Subchapter G of the Texas Finance Code, or successor section.

Sec. 26-123. - Violations; penalty.

- (a) A person who violates a provision of this article, or who fails to perform an act required of the person by this article, commits an offense. A person commits a separate offense for each and every violation relating to an extension of consumer credit, and for each day during which a violation is committed, permitted, or continued.
- (b) An offense under this article is punishable by a fine of not more than \$500.
- (c) A culpable mental state is not required for the commission of an offense under this Article IV of Chapter 26 of the Bedford Code of City Ordinances and need not be proved.
- (d) The penalties provided for in Subsection (b) are in addition to any other remedies that the city may have under city ordinances and state law.

Sec. 26-124. – Defenses.

It is an affirmative defense to prosecution under this article that at the time of the alleged offense the person was not required to be licensed by the state as a credit access business under Chapter 393, Subchapter G, of the Texas Finance Code.

Sec. 26-125. - Registration required.

- (a) A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration.
- (b) A certificate of registration is required for each physically separate credit access business.

26-126. - Registration application.

- (a) To obtain a certificate of registration for a credit access business, a person must submit an application on a form provided for that purpose to the director. The application must contain the following:
 - (1) The name, street address, mailing address, facsimile number, email address and telephone number of the applicant.
 - (2) The business or trade name, street address, mailing address, facsimile number, email and website address and telephone number of the credit access business.
 - (3) The names, street addresses, mailing addresses, email addresses and telephone numbers of all owners of the credit access business, and the nature and extent of each person's interest in the credit access business.

ORDINANCE 16 -

- (4) A copy of a current, valid state license held by the credit access business pursuant to Chapter 393, Subchapter G of the Texas Finance Code.
 - (5) A copy of a current, valid certificate of occupancy showing that the credit access business is in compliance with the Code of Ordinances of the City of Bedford.
 - (6) A non-refundable application fee as set out in the fee ordinance.
- (b) An applicant or registrant shall notify the director within 45 calendar days after any material change in the information contained in the application for a certificate of registration, including, but not limited to, any change of address, including email and website addresses and telephone number(s) and any change in the status of the state license held by the applicant or registrant.

Sec. 26-127. - Issuance and display of certificate of registration; presentment upon request.

- (a) The director shall not issue to the applicant a certificate of registration until a completed application under Section 26-126 is received and approved.
- (b) A certificate of registration issued under this section must be conspicuously displayed to the public in the credit access business. The certificate of registration must be presented upon request to the director or any peace officer for examination.
- (c) Denial of application or revocation of registration.
 - (1) An application may be denied for failure to comply with the requirements of this article, city ordinances or state or federal law.
 - (2) A registration may be revoked for failure to comply with the requirements of this article, city ordinances or state or federal law.
 - (3) Appeal. The denial of an application or the revocation of registration may be appealed to the City Manager.

Sec. 26-128. - Expiration and renewal of certificate of registration.

- (a) A certificate of registration expires on the earliest of:
 - (1) One year after the date of issuance; or
 - (2) The date of revocation, suspension, surrender, expiration without renewal, or other termination of the registrant's state license.
- (b) A certificate of registration may be renewed by making application in accordance with Section 26-126. A registrant shall apply for renewal at least thirty (30) days before the expiration of the registration.

Sec. 26-129. - Non-transferability.

A certificate of registration for a credit access business is not transferable.

Sec. 26-130. - Maintenance of records.

- (a) A credit access business shall maintain a complete set of records of all extensions of consumer credit arranged or obtained by the credit access business, which must include the following information:

ORDINANCE 16 -

- (1) The name and address of the consumer.
 - (2) The principal amount of cash actually advanced.
 - (3) The length of the extension of consumer credit, including the number of installments and renewals.
 - (4) The fees charged by the credit access business to arrange or obtain an extension of consumer credit.
 - (5) The documentation used to establish a consumer's income under Section 26-131.
 - (6) If applicable, the documentation described in Section 26-132 for persons unable to read an agreement or extension.
- (b) A credit access business shall maintain a copy of each written agreement between the credit access business and a consumer evidencing an extension of a consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer).
 - (c) A credit access business shall maintain copies of all quarterly reports filed with the Texas Consumer Credit Commissioner under Section 393.627 of the Texas Finance Code.
 - (d) The records required to be maintained by a credit access business under this section must be retained for at least three years.
 - (e) The records required to be maintained by a credit access business under this section must be made immediately available for inspection by the director or a peace officer upon request during the usual and customary business hours of the credit access business.

Sec. 26-131. - Restriction on extension of consumer credit.

- (a) The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a deferred presentment transaction may not exceed twenty percent (20%) of the consumer's gross monthly income.
- (b) The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a motor vehicle title loan may not exceed the lesser of:
 - (1) Three percent (3%) of the consumer's gross annual income; or
 - (2) Seventy percent (70%) of the current retail value of the motor vehicle.
- (c) A credit access business shall use a paycheck or other documentation establishing income to determine a consumer's income.
- (d) An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for repayment in installments may not be payable in more than four installments. Proceeds from each installment must be used to repay at least twenty-five percent (25%) of the principal amount of the extension of consumer credit. An extension of consumer credit that provides for repayment in installments may not be refinanced or renewed.
- (e) An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for a single lump sum repayment may not be refinanced or renewed more than three (3) times. Proceeds from each refinancing or renewal must be used to repay at least twenty-five percent (25%) of the principal amount of the original extension of consumer credit.

ORDINANCE 16 -

- (f) For purposes of this section, an extension of consumer credit that is made to a consumer within seven (7) days after a previous extension of consumer credit has been paid by the consumer will constitute a refinancing or renewal.

Sec. 26-132. - Requirement of consumer understanding of agreement.

- (a) Every agreement between the credit access business and a consumer evidencing an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer), must be written in the consumer's language of preference. Every credit access business location must maintain on its premises, to be available for use by consumers, agreements in the English and Spanish languages.
- (b) For every consumer who cannot read, every agreement between the credit access business and a consumer evidencing an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer) must be read to the consumer in its entirety in the consumer's language of preference, prior to the consumer's signature.
- (c) For every consumer who cannot read, every disclosure and notice required by law must be read to the consumers in its entirety in the consumer's language of preference, prior to the consumer's signature.

Sec. 26-133. - Referral to consumer credit counseling.

A credit access business shall provide a form, to be prescribed by the director, to each consumer seeking assistance in obtaining an extension of consumer credit which references non-profit agencies that provide financial education and training programs and agencies with cash assistance programs. The form will also contain information regarding extensions of consumer credit, and must include the information required by 26-130(a)(1)-(5), and subsection(6) where applicable, of this ordinance specific to the loan agreement with the consumer. If the director has prescribed a form in the consumer's language of preference, the form must be provided in the consumer's language of preference.

SECTION 3. That should any article, section, part, paragraph, sentence, phrase, clause, or word of this ordinance, for any reason be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be illegal, inoperative, unconstitutional, invalid, or ineffective.

SECTION 4. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Five Hundred Dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 5. That this ordinance shall become effective and shall be in full force and effect from and after the final date of passage and adoption by the City Council of the City of Bedford, Texas and following publication as provided by law.

PRESENTED AND PASSED this 27th day of September 2016, by a vote of ___ayes, ___nays and ___abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ORDINANCE 16 -

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

<u>PRESENTER:</u> Charles Carlisle, Risk/Contractual Services Manager		<u>DATE:</u> 09/27/16
Council Mission Area: Be responsive to the needs of the community.		
<u>ITEM:</u> Consider a resolution authorizing the City Manager to enter into the first year of a five-year contract with Siemens Industry, Inc. to service and maintain the City's HVAC mechanical, monitoring, and building automation systems in 17 facilities throughout the City, in the amount of \$70,115. City Attorney Review: Yes City Manager Review: _____		
<u>DISCUSSION:</u> The City of Bedford would like to proactively maintain its HVAC mechanical and building automation systems to provide optimal energy efficiency and climate control for their customers and staff. This service contract has been prepared to maintain and protect this system, which includes preventive mechanical services, such as seasonal inspections and filter changes, building automation software upgrades, data recovery and storage, controller analysis, on-site staffing support and off-site monitoring services. In addition, Siemens will provide an annual air quality analysis and report on each of the City facilities in order to provide a safe and healthy environment for all employees and visitors. Current cost to the City for FY 16/17 is \$70,115 annually. This contract will increase to \$72,218 beginning FY 17/18. Yearly increases have been added to account for inflation, as well as increases in materials and labor costs. These increases are based on a CIP index of 3%. The contract amounts will be as follows for the remaining years: Year 1 \$72,218 Year 2 \$74,385 Year 3 \$76,616 Year 4 \$78,915		
<u>RECOMMENDATION:</u> Staff recommends the following motion: Approval of a resolution authorizing the City Manager to enter into the first year of a five-year contract with Siemens Industry, Inc. to service and maintain the City's HVAC mechanical, monitoring, and building automation systems in 17 facilities throughout the City, in the amount of \$70,115.		
<u>FISCAL IMPACT:</u> Budget FY 16/17 Contractual Services: \$70,115	<u>ATTACHMENTS:</u> Resolution Contract	

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE FIRST YEAR OF A FIVE YEAR CONTRACT WITH SIEMENS INDUSTRY, INC. TO SERVICE AND MAINTAIN THE CITY'S HVAC MECHANICAL, MONITORING, AND BUILDING AUTOMATION SYSTEMS IN 17 FACILITIES THROUGHOUT THE CITY, IN THE AMOUNT OF \$70,115.

WHEREAS, the City Council of Bedford, Texas, determined the need to proactively maintain the HVAC mechanical, monitoring, and building automation systems to provide optimal energy efficiency and climate control for its customers and staff.

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

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

SECTION 2. That the City Council does hereby authorize the City Manager to enter into a contract with Siemens Industry, Inc. to service and maintain the HVAC mechanical, monitoring, and building automation systems in 17 facilities throughout the City.

SECTION 3. That this contract shall be for one year and renewed annually as stated in the agreement. Either party may terminate or amend this contract at the end of the initial term or at the end of a renewal term by giving the other party at least 60 days prior written notice of such amendments or intent not to renew.

PRESENTED AND PASSED this 27th day of September 2016, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

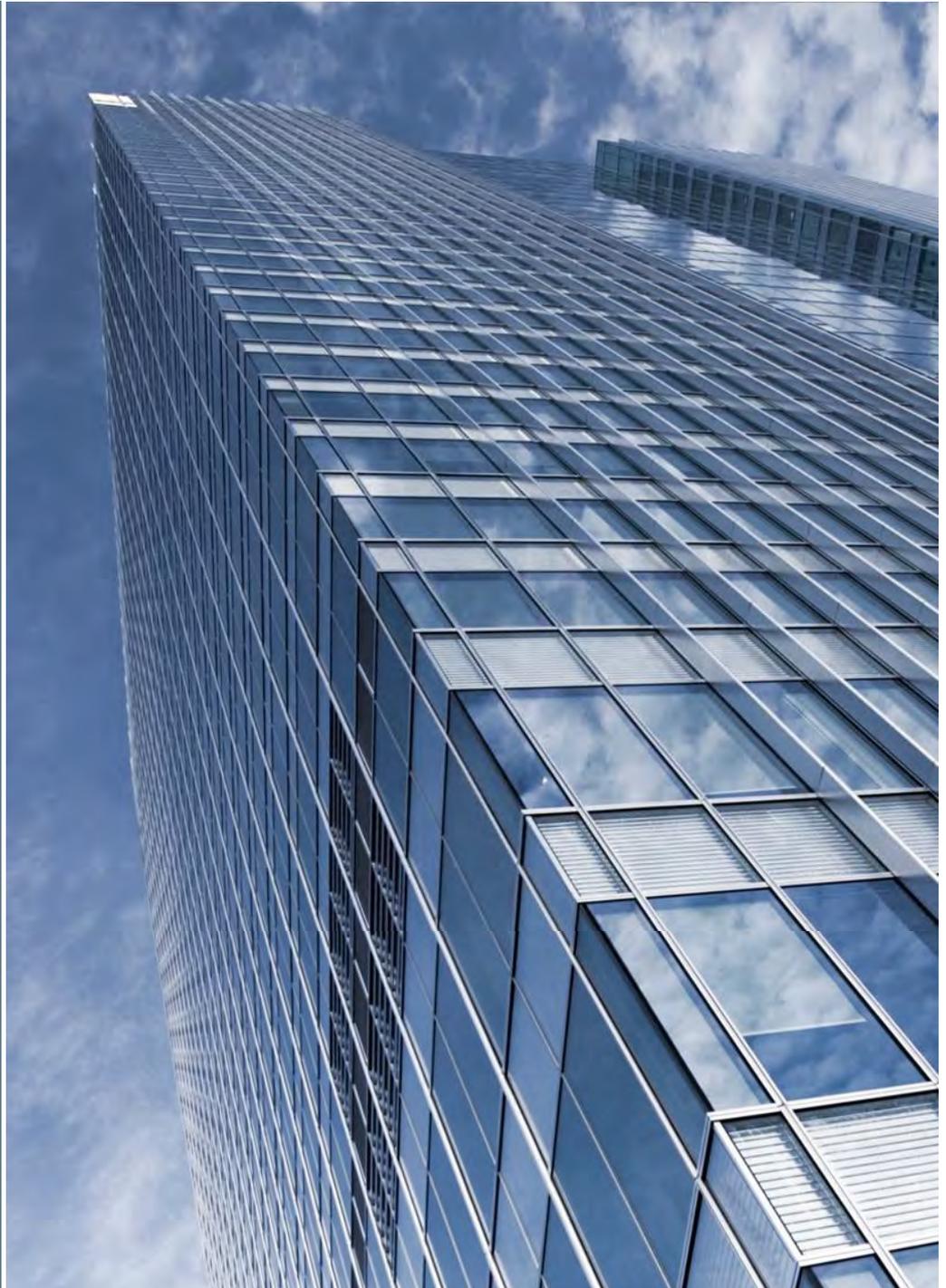
Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Advantage Services[®]

City of Bedford

6/15/2016

SIEMENS



Advantage Services

Advantage Services

City of Bedford

6/15/2016

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1 Overview

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

1.2 Customer Objectives

The City of Bedford would like to proactively maintain their HVAC mechanical and building automation systems to provide optimal energy efficiency and climate control for their customers and staff.

1.3 Current Situation

This new service contract has been prepared to proactively maintain and protect this system which includes preventive mechanical services such as seasonal inspections and filter changes, building automation software upgrades, data recovery and storage, controller analysis, onsite staffing support and off site monitoring services. In addition, Siemens will provide an annual air quality analysis and report on each of your buildings so you can provide a safe and healthy environment for all.

1.4 Siemens Capabilities & Commitment to Our Customers

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Siemens is pleased to offer this proposal for technical support services to your facility. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet your critical facility needs today and in the future, and we look forward to the opportunity to serve you.

2 Service Solution

2.1 HVAC SERVICES

Approach

The Advantage Services plan is designed for customers looking for a partner to ensure dependability and high reliability from their facility systems. When emergencies occur, Siemens experts will provide support within 2 hours and if this cannot remedy the emergency, arrive on site within 4 hours for critical components. For non-emergency technical problems or for non-critical components, Siemens will be on site within 24 hours. Contract is 24 hour service for the LEC only. The rest of the facilities will be covered during regular business hours Monday – Friday 8 AM to 4 PM. Not counting holidays.

Performance

Advantage Services Performance package of HVAC services helps ensure your most important HVAC systems equipment is operating to maintain a high level of system energy efficiency, extending equipment life and reducing operating costs and downtime.

Performance services for HVAC systems equipment includes designated operating inspections on your cooling and heating systems equipment. Our highly trained Advantage Services technicians will conduct necessary HVAC systems analysis for all specified equipment as well as standard preventive maintenance and cleaning to keep these systems operating efficiently.

Operator coaching by Siemens provides another layer of confidence by helping your staff identify, verify, and resolve problems and concerns in performing tasks to keep systems running smoothly. During coaching sessions, we address specific issues concerning the use of systems in your facility.

The equipment included as part of this service is listed in the List of Maintained Equipment section of this service agreement.

2.1.1 Customer Support Services

Operator Coaching

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. This service will insure your operator's gain full utilization of the system implemented in your facility. Siemens will assist your staff in identifying, verifying and resolving problems found in executing daily tasks. During the coaching sessions, we can address log book and system issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities.

Under this agreement we shall provide (12) hours of coaching, which will be conducted on normal business days and hours, during scheduled visits.

Onsite Staffing Support Specialist

To optimize the sophisticated technology of your HVAC Control System and its impact on your facility's business, it is critical to provide trained, onsite personnel to assist in managing your system. An onsite Siemens Building Performance Specialist who will work to assure that the building systems are operating at peak efficiency in support of your specific facility and organizational objectives will be provided. The specific responsibilities, goals, work hours, and other associated deliverables of the Onsite Specialist are listed in the Appendix section of this service agreement.

Under this agreement, twenty-four (24) hours of onsite staffing support will be provided on an annual basis.

2.1.2 Technical Support Services

Emergency Onsite Response: Monday through Sunday, 24 Hours per Day

Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and respond onsite at your facility within 4 hours for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Remote Facility Monitoring and Response- Standard

Through Remote Facility Monitoring, the SIEMENS Customer Support Center links to your building and remotely monitors the HVAC Control System's performance 24 hours per day, 365 days per year. In the event of an alarm condition at any of the monitored points, the system transmits the alarm and associated response instruction to the SIEMENS Customer Support Center. When an alarm is received, SIEMENS specialists implement a customer specific response process.

SIEMENS will furnish and install the necessary online service technology to enable performance of this service, through a dedicated telephone line or online connection at the customer facility. The number of points to be monitored and any specific response instructions that the customer's staff has requested, are itemized in the Appendix of this agreement.

Data Protection & Data Recovery Services

Siemens will perform scheduled database back-ups of your workstation database & graphics and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite (or online if such service is included in this service agreement) to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible. The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this service agreement.

Preventive Maintenance - Automation

Unitary and Terminal equipment can, by their nature, under-perform due to a number of reasons; mechanical, electrical, control settings, building use and climatic conditions. Through this service, we can pinpoint which systems have possible air flow or temperature control problems. Reports are generated on those terminal equipment controllers, which can then be investigated and resolved. The equipment to be included as part of this service, is listed in the List of Maintained Equipment in this service agreement.

Software Support and Updates

Siemens will provide you with software and documentation updates to your existing Siemens software as they become available (approximately annually). Included is onsite training to familiarize you with the new features and their associated benefits. These updates deliver the benefits of Siemens Industry, Inc. commitment to compatibility by design, a commitment unique in our industry. Workstations covered under this service are itemized in the List of Maintained Equipment. (Upgrades to PC's and related workstation hardware are excluded unless specified elsewhere.)

Annual Maintenance

We will perform scheduled annual preventive maintenance in accordance with a program of standard routines as determined by our experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of your equipment, and provide you with possible indications of excessive wear and damage to your systems before a catastrophic failure occurs during the next operating season. Depending on our findings we may also provide recommendations for additional service(s) that will better enhance equipment performance. The equipment included under this service is itemized in the List of Maintained Equipment section of this service agreement.

Seasonal Inspection- Cooling

Through this service we will help to assure optimum cooling system performance and safety, and assure the mechanical equipment is ready prior to the cooling season. We will provide seasonal inspection services in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. This service is designed to optimize the reliability and efficiency of the equipment, and provide you with possible indications of excessive wear and damage to your systems to minimize the possibility of catastrophic failure during the next operating season. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. A list of covered equipment and the frequency of the inspection service for cooling equipment is included in the List of Maintained Equipment section of this service agreement.

Seasonal Inspection- Heating

Through this service we will help to assure optimum heating system performance and safety, and assure the mechanical equipment is ready prior to the heating season. We will provide seasonal inspection services in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. This service is designed to optimize the reliability and efficiency of the equipment, and provide you with possible indications of excessive wear and damage to your systems to minimize the possibility of catastrophic failure during the next operating season. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. A list of covered equipment and the frequency of the inspection service for heating equipment is included in the List of Maintained Equipment section of this service agreement.

Annual Inspection

We will perform scheduled annual preventive maintenance in accordance with a program of standard routines as determined by our experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. You will find a detailed list of the tasks included with this service in the Equipment Tasking section of this service agreement. This service is designed to optimize the reliability and efficiency of the equipment, and provide you with possible indications of excessive wear and damage to your systems before a catastrophic failure occurs during the next operating season. Depending on our findings we may also provide recommendations for additional service(s) that will better enhance equipment performance. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement. In addition, for centrifugal, reciprocating and screw chillers, we will leak test all equipment containing refrigerant, report findings and provide a list of recommended repairs (if necessary). We will recover your refrigerant as appropriate to reduce emissions and cost of replacement refrigerant and keep you informed regarding refrigerant issues and opportunities. All refrigerant containment will be performed in accordance with EPA regulations and guidelines.

HVAC Air Filter Changing Service

Through this service we will maintain indoor air quality by changing filters and minimizing dust and particles from collecting on ductwork. This service also helps insure proper flow through cooling and heating coils thus

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preventing restrictions in airflow, leading to higher system and energy efficiency. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement. In the event the air filter material or cleaning requires different frequencies than indicated (due to experience or changes in operating conditions), recommendations will be made for your approval to adjust the frequencies and any associated price.

Air Cooled Condenser Coil Cleaning

Through this service we will improve airflow across condenser coils, and improve heat transfer. This service will extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash at our discretion based on condition of outside environment and coil accessibility. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Refrigerant Oil Analysis

We will perform spectrochemical refrigerant oil analysis and trend oil condition to identify contaminants and possible system malfunctions caused by wear of moving parts, such as bearings and shafts. This predictive wear analysis provides early identification of problems prior to them becoming unplanned and costly. Based on the oil analysis results, we will recommend when oil changes are needed, and may make other recommendations regarding the operation and maintenance of your chiller plant. This service reduces the amount of waste oil generated. Oil changes are outside the scope of this service. The equipment included under this service is itemized in the List of Maintained Equipment in this service agreement.

Repair & Replacement Services

To reduce the effects of unbudgeted repairs, and to maintain your mechanical system in peak operating condition, we will repair or replace failed or worn moving parts (such as; bearings, motor rotors, motor stators, seals, gears, controls and switches). Prior to beginning any repair or replacement, Siemens will troubleshoot the system to diagnose your system's problems. Non-moving parts such as boiler tubes, shells, refrigerant/water tubes, non-manufactured or produced products, environmentally hazardous materials and/or refractory replacement are not included. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Equipment covered under this agreement is itemized on the List of Maintained Equipment, unless otherwise noted. Items not covered will be brought to the owner's attention.

2.1.3 Equipment Tasking

The following tasks listed herein for each equipment type will be performed at the intervals planned. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently.

Chillers / Air Cooled

Operating Inspection

- Log all operating conditions
- Confirm chiller operation
- Inspect overall condition
- Check refrigerant charge
- Check lube system
- Lubricate per OEM recommendations

Shut Down Inspection

- Perform operating inspection
- Shut down chiller
- Lockout and Tagout compressor motors
- Isolate refrigerant Charge
- Inspect condenser coils
- Verify oil sump heater operation

Built Up Units – AHU's / Fan Systems / Axial

Operating Inspection – Heating

- Confirm fan operation
- Record motor amps and voltage
- Inspect overall condition
- Check bearing temperature
- Check belt tension and condition
- Lubricate per OEM recommendations

Seasonal Inspection – Heating

- Confirm fan operation
- Record motor amps and voltage
- Inspect overall condition
- Check starter contacts and electrical connections
- Replace belts and check sheaves
- Lubricate per OEM recommendations

Package / RTU's / Packaged Units – A/C & Gas Heat

Operating Inspection – Cooling

- Inspect overall condition
- Confirm DX system operation
- Check refrigerant charge
- Check belt tension and condition
- Lubricate per OEM recommendations

Package / RTU's / Split Systems – A/C & Electric Heat

Operating Inspection – Heating

- Inspect overall condition
- Confirm electric heating coil operation
- Record coil amps and volts
- Check belt tension and condition
- Lubricate per OEM recommendations

Seasonal Inspection – Heating

- Inspect overall condition
- Service electric heating coil as necessary
- Calibrate safety and operating controls
- Check starter contacts and electrical connections
- Replace belts and check sheaves
- Lubricate per OEM recommendations

Operating Inspection – Cooling

- Inspect overall condition
- Confirm DX system operation
- Check refrigerant charge
- Check belt tension and condition
- Lubricate per OEM recommendations

Package / RTU's / Water Source Heat Pump

Operating Inspection – Heating

- Inspect overall condition
- Confirm DX system operation
- Check refrigerant charge
- Check belt tension and condition
- Lubricate per OEM recommendations

Seasonal Inspection – Heating

- Inspect overall condition
- Service DX system as necessary
- Calibrate safety and operating controls
- Check starter contacts and electrical connections
- Replace belts and check sheaves
- Lubricate per OEM recommendations

Operating Inspection – Cooling

- Inspect overall condition
- Confirm DX system operation
- Check refrigerant charge
- Check belt tension and condition
- Lubricate per OEM recommendations

Heating System / HW – Modular Boilers - Gas

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Operating Inspection

- Log and evaluate operating conditions
- Confirm burner and fuel system operation
- Check fuel system for leaks
- Check safety and operating controls
- Check combustion and air make-up system
- Check for proper venting of flue gas

Pumps

Operating Inspection

- Visually inspect and evaluate operating conditions
- Check system for leaks
- Check motor amps and volts
- Check for unusual vibration and noise
- Lubricate per OEM recommendations

3 Service Implementation Plan

3.1 HVAC Services On-site Response Time and Call Windows

Emergency Phone Response	2 hours
Response time - onsite for critical components	4 hours – labor to appear onsite is covered within this response time coverage*
Response time - onsite for non-emergency	24 hours – labor to appear onsite is covered within this response time coverage*
Hours of Service	Monday – Friday 8 AM – 4 PM (Non-holidays). LEC 24x7 Response time labor is covered within these hours of service
Window for Call Handling	24 x 7 – Availability to take your call

*Labor and material costs for troubleshooting problems and repairing or replacing components are handled separately. These costs can be billable or included within your Repair and Replacement Coverage. See [List of Maintained Equipment](#) to view your current Repair and Replacement Coverage.

3.2 Maintained Equipment Table

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Equipment Category	Qty	Filter changes	Cooling Inspection	Heating inspection	Condenser coil cleaning	Belt Change
Split system	47	4	1	1	2	1
RTU	39	4	1	1	2	1
WSHP	16	4	1	1	NA	1
CW AHU	5	4	1	1	NA	1

Equipment Category	Qty	Oil Analysis	Vibration Analysis	Annual Inspection	Operational inspection	Condenser coil cleaning
Chiller	2	1	1	1	1	2
Boiler	4	NA	NA	1	1	NA
Pumps	13	NA	NA	1	1	NA

3.3 Equipment List

ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND 1	TRANE	TTA180B300		Old Library
COND 2	TRANE	TTA120B300		Old Library
COND 3	TRANE	TTA180B300		Old Library
COND 4	TRANE	TTA180B300		Old Library
COND 5	TRANE	TTA120B300		Old Library
AHU 1	TRANE	BWV180B3		Old Library
AHU 2	TRANE	BWE120C400FA	177804	Old Library
AHU 3	TRANE	BRB101V78N	B39199114	Old Library
AHU 4	TRANE	BWV180B3		Old Library
AHU 5	TRANE			Old Library

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	CARRIER	48TCDD08A2A5A0A0A0	1111G10599	OLD BEDFORD SCHOOL
RTU 2	CARRIER	48TCDA04A2A5A0A0A0	0711G10217	OLD BEDFORD SCHOOL
RTU 3	TRANE	YHC120A3RLAXJ	625100656L	OLD BEDFORD SCHOOL
RTU 4	TRANE	YHC120A3RLA2K	625102627L	OLD BEDFORD SCHOOL
COND 1	TRANE	2TTA0060A3000AA	6235X6G3F	OLD BEDFORD SCHOOL
COND 2	TRANE	2TTA0060A3000AA	6235X4N3F	OLD BEDFORD SCHOOL

ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND	RHEEM			HOUSE ON BEDFORD RD
AHU	RHEEM	UGVG-10EBRJR	CM1D307F50920424	HOUSE ON BEDFORD RD

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	Climate Master	TRE036AFN3ACCCS	N11919702	NEW LIBRARY
RTU 2	Climate Master	TRE060AFN3CCCCS	N11919706	NEW LIBRARY
RTU 3	Climate Master	TRE048AFN3CCCCS	N11919704	NEW LIBRARY
RTU 4	Climate Master	TRE048AFN3CCCCS	N11919703	NEW LIBRARY
RTU 5	Climate Master	TRE060AFN3ACCCS	N11919705	NEW LIBRARY
RTU 6	Climate Master	TRE060AFN3CCCCS	N11919707	NEW LIBRARY
RTU 7	Climate Master	TRE096AFN3CCFCS	N12021046	NEW LIBRARY
RTU 8A	Climate Master	TRE096AFN3CCFCS	N12021045	NEW LIBRARY
RTU 8B	Climate Master	TRE120AFN3ACCCS	N12021047	NEW LIBRARY
RTU 9	Climate Master	TRE096AFN3CCCCS	N12021044	NEW LIBRARY
RTU 10	Climate Master	TRE060AFN3CCFCS	N11919709	NEW LIBRARY
RTU 11	Climate Master	TRE168AFN3ACCCS	N12021050	NEW LIBRARY
RTU 12	Climate Master	TRE168AFN3ACCCS	N12021049	NEW LIBRARY
RTU 13	Climate Master	TRE168AFN3ACFCS	N12021051	NEW LIBRARY

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RTU 14	Climate Master	TRE168AFN3ACCCS	N12021048	NEW LIBRARY
RTU 15	Climate Master	TRE060AFN3CCFCS	N11919708	NEW LIBRARY
COND	ARI	4TTB3018D1000AA	10161RL33F	NEW LIBRARY
PUMP 1				NEW LIBRARY
PUMP 2				NEW LIBRARY
PUMP 3				NEW LIBRARY

ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND 1	CARRIER	24ACA336A500	2706E08848	PARKS S C
COND 2	CARRIER	24ACA342A500	2506E16483	PARKS S C
AHU 1	CARRIER	58MVB060-14	4106A08258	PARKS S C
AHU 2	CARRIER	58MVB060-14	4606A04970	PARKS S C

ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND 1	TRANE	2TTB3036A100A		ARTS COUNCIL
COND 2	TRANE	2TTB2036A1000AA	5053UCJ3F	ARTS COUNCIL
COND 3	TRANE	TTB036C100A2	Z124YNABF	ARTS COUNCIL
COND 4	PAYNE	PA10JA024000AAAA	3098E20667	ARTS COUNCIL
COND 5	AMERICAN STANDARD	2A7B2060A1000AA	50627FM3F	ARTS COUNCIL
COND 6	CARRIER	38CKB048-301	3396E21171	ARTS COUNCIL
AHU 1	TRANE	2TEC3F48A1000A		ARTS COUNCIL
AHU 2	TRANE	2TEC3F30A1000A		ARTS COUNCIL
AHU 3	TRANE	2TEC3F30A1000A		ARTS COUNCIL
AHU 4	TRANE	2TEC3F36A1000A2TEC3F60A1000A W/BAYHTR1415BRK	4076M731V	ARTS COUNCIL
AHU 5	TRANE	TWE036C140		ARTS COUNCIL
AHU 6	TRANE	TWE036C140		ARTS COUNCIL

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	TRANE	YSC060A1EHA0H000	207101285L	ART'S THEATER
RTU 2	TRANE	YSC060A1EMA1R000	5151013571	ART'S THEATER
RTU 3	TRANE	YSC048A1EMA0Z000	303100295L	ART'S THEATER
RTU 4	TRANE	YCC036F1M0BF	N303YEL1H	ART'S THEATER
RTU 5	TRANE	2YCE3060A1096	6294X2K9H	ART'S THEATER

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ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND 1	CARRIER	2TT3060A1000AA	7191M3T2F	FIRE STATION 1
COND 2	TRANE	TTA090A300DA	R474SE6AH	FIRE STATION 1
COND 3	TRANE	2TTB3042A1000A	6234W7H4F	FIRE STATION 1
COND 4	TRANE	2TTA0072A3000AA	2501PM12F	FIRE STATION 1
AHU 1	TRANE	TUD100C972K2	3162KOM1G	FIRE STATION 1
AHU 2	TRANE	TUD1B080 W/2TXCB048		FIRE STATION 1
AHU 3A	TRANE	TUD1C100A960A		FIRE STATION 1
AHU 3B	TRANE	W/2TXCC060AC3HCA		FIRE STATION 1
AHU 4	TRANE	TUD100C972K2	3162KDM1G	FIRE STATION 1

ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND 1	TRANE	2TTB3060		FIRE STATION 2
COND 2	TRANE	2TTB3060		FIRE STATION 2
AHU 1	CARRIER	58PAV111-20	3396A11750	FIRE STATION 2
AHU 2	CARRIER	58PAV111-20	3996A10516	FIRE STATION 2

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	CARRIER	48ESA2406030TP	2514C12966	FIRE STATION 3
RTU 2	CARRIER	48GS04090501	1400G10081	FIRE STATION 3
RTU 3	CARRIER	48TJE007521BA	1000G21495	FIRE STATION 3

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	TRANE	WSC060A1RAAOVO10100000300	245101532C	SENIOR CENTER
RTU 2	TRANE	WSC060E1R0A0	1034118456	SENIOR CENTER
RTU 3	RHEEM	RJKA086JK	5568F169812838	SENIOR CENTER
RTU 4	CARRIER	50EZ-A3630TP	1213C23661	SENIOR CENTER
RTU 5	TRANE	TCS060A1EA0A1300000000	3331025896	SENIOR CENTER
COND 1	TRANE	TWR060D100A2	2353Y461F	SENIOR CENTER
COND 2	TRANE	TWR060D100A2	2353RDJ1F	SENIOR CENTER
COND 3	CARRIER	2TWB3042A1000PA	62112F84F	SENIOR CENTER
COND 6	TRANE	TWR042C100B3	2393NDWRF	SENIOR CENTER
COND 7	TRANE	2TTB3042A1000A	2393NCB4F	SENIOR CENTER
AHU 1	TRANE	2TEC3F60A1000A	63124WF2	SENIOR CENTER
AHU 2	TRANE	TWE042C140C0	3505NFJ1V	SENIOR CENTER
AHU 3	TRANE	TWE042C140C0	5353NGD1V	SENIOR CENTER
AHU 4	TRANE	2TEC3F60A1000A		SENIOR CENTER
AHU 5	TRANE	W/BAYHTR1415BRKB		SENIOR CENTER
AHU 6	TRANE	2TEC3F42A1000A		SENIOR CENTER
AHU 7	TRANE	W/BAYHTR1415BRKB		SENIOR CENTER

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ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND 1	TRANE	2TTA2048A3000AA	2514M5H3F	BEDFORD SPLASH
COND 2	TRANE	2TTA2036A3000AA	2155UH93F	BEDFORD SPLASH
COND 3	TRANE	2TTR2024A1000AA	3134WHF4F	BEDFORD SPLASH
AHU 1	TRANE			BEDFORD SPLASH
AHU 2	TRANE			BEDFORD SPLASH
AHU 3	TRANE			BEDFORD SPLASH

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	TRANE	YCD301C3LOC	6191008620	BOYS RANCH BB
RTU 2	TRANE	YCH301C3LOLA	6191008098	BOYS RANCH BB
RTU 3	AMERICAN STANDARD	YCC060F3MOBH	2494I602H	BOYS RANCH BB
RTU 1	CARRIER	48TJD006-601BA	1399G20123	BOYS RANCH
RTU 2	CARRIER	48TJD005-601GA	1099G20800	BOYS RANCH
RTU 3	CARRIER	48TJE004-611GA	099G20529	BOYS RANCH
RTU 4	CARRIER	48TJD006-601BA	0899G20759	BOYS RANCH
RTU 5	CARRIER	48TJD006-601BA	1099G220980	BOYS RANCH
RTU 6	CARRIER	48TJD008-621BA	1099G30072	BOYS RANCH
RTU 7	CARRIER	48TJD006-601BA	1099G220981	BOYS RANCH
RTU 8	CARRIER	48TCDA06A2A6A0A0A0	4015C84362	BOYS RANCH
COND 1	CARRIER	38CKC024330	0899E18386	BOYS RANCH
AHU 1	CARRIER	58PAV045-08	0599A05542	BOYS RANCH
BOILER 1	AO SMITH	HW200M942	942C9949325	BOYS RANCH

ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND 1	TRANE	2TTB2060A1000AA	5112P8J3F	ANIMAL SHELTER
COND 2	TRANE	2TTB3024-2TEC3F48		ANIMAL SHELTER
COND 3	TRANE	2TTB3024-2TEC3F24		ANIMAL SHELTER
PTAC 1	AMANA	PTH093A35AB	0004128831	ANIMAL SHELTER
PTAC 2	AMANA	PTH093A35AC	9705142175	ANIMAL SHELTER
PTAC 3	AMANA	PTH093A35AC	0004128832	ANIMAL SHELTER
AHU 1	TRANE	TXC061C5HPC0	5164RB15G	ANIMAL SHELTER
AHU 2	TRANE			ANIMAL SHELTER
AHU 3	TRANE			ANIMAL SHELTER

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ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	TRANE	YH060A1ECA12000	241007771	CITY HALL BLDG A
RTU 2	TRANE	TCC024F100BG	Z256J2N2H	CITY HALL BLDG A
RTU 3	TRANE	YCD030		CITY HALL BLDG A
RTU 4	TRANE	YH060A1EMA12000	247100894L	CITY HALL BLDG A
AHU 1	TRANE	MCCB030VA0D0UA	K02K65889A	CITY HALL BLDG A
AHU 2	YORK	CS-50-FCLP-Y		CITY HALL BLDG A
AHU 3				CITY HALL BLDG A
CHILLER 1	TRANE	RTAA080	U06E08018	CITY HALL BLDG A
BOILER 1	RAY-PAC		211202220	CITY HALL BLDG A
BOILER 2	RAY-PAC		211202219	CITY HALL BLDG A
PUMP 1	AO SMITH	7850121-01-0	BX07	CITY HALL BLDG A
HW PUMP 2	BELL & GOSSETT		Cn9314-01 120	CITY HALL BLDG A
HW PUMP 1	BELL & GOSSETT		CN9314-02 L20	CITY HALL BLDG A
CW PUMP 1	BELL & GOSSETT		CN7249-02 K20	CITY HALL BLDG A

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	TRANE	TSC048A3EGA0XD2000	3021008521	CITY HALL BLDG B
RTU 2	TRANE	50TJ008521	4698G30386	CITY HALL BLDG B
RTU 3	CARRIER	TCD150C1000AA		CITY HALL BLDG B
RTU 4	CARRIER	TCD0743000C	P2111021680	CITY HALL BLDG B
COND 1	TRANE	2TTR036A1000AA	43236ME3F	CITY HALL BLDG B
AHU 1	TRANE	2TEC3F36A1000AA	6293KL91V	CITY HALL BLDG B

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	YORK	HZDB036S25A	WFLM06Z911	LEC
RTU 2	YORK	HZDB048S25A	EHGM335784	LEC
AHU 1	YORK	AP800	CKGMD1438C	LEC
AHU 2	YORK	AP250	CKGM01453C	LEC
CHILLER 1	TRANE	RTAC1704UP0NUAFNL1TY1TDNRN0FN10CN0EX N	U06H09621	LEC
BOILER 1	BRYAN	CL27OWG1	83034	LEC
R PUMP 1	TACO	563CKHZR7056	HWRPJ	LEC
R PUMP 2	TACO	563CKHZR7056	HWRPA	LEC
HW PUMP 1	TACO	MZ513T	37F5994723H1	LEC
HW PUMP 2	TACO	MZ513T	37F5994723H2	LEC
CW PUMP 1	TACO	MZ513T	37F5994723H3	LEC
CW PUMP 2	TACO	MZ513T	37F5994723H4	LEC

Advantage Services

ASSET #	MAKE	MODEL	SERIAL	LOCATION
COND 1	TRANE	4A7B3036D1000	11075WT53F	SERVICE CENTER
COND 2	TRANE	2TTB3030A1000A	61836355F	SERVICE CENTER
COND 3	TRANE	2TTB3048A1000A	6103RH44F	SERVICE CENTER
COND 4	TRANE	2TTB3030A1000A	618270B5F	SERVICE CENTER
COND 5	TRANE	4ATB3048P1000	11153PDW5F	SERVICE CENTER
COND 6	TRANE	2TTR1024A1000AA	24435095F	SERVICE CENTER
COND 7	TRANE	2TTA0072A3000AA	34345FE2F	SERVICE CENTER
FURN 1	TRANE	TXC065S3HPC0	3375LJN5G	SERVICE CENTER
FURN 2	TRANE	TXC035S3HPC0	34931UK5G	SERVICE CENTER
FURN 3	TRANE	TXC036C4HPC0	Z152L3X2G	SERVICE CENTER
FURN 4	TRANE	TUD1B080A9481A		SERVICE CENTER
FURN 5	TRANE	W2TSCCB048AC3HCA		SERVICE CENTER
FURN 6	TRANE	TUD1B080A9361AW/2TXCB036		SERVICE CENTER
FURN 7	TRANE	TUD1B080A9361AW/2TXCB036		SERVICE CENTER

ASSET #	MAKE	MODEL	SERIAL	LOCATION
RTU 1	CARRIER			MAINTENANCE BLDG
COND 1	PAYNE			MAINTENANCE BLDG
AHU 1	PAYNE			MAINTENANCE BLDG

3.4 Service Team

An important benefit of your Service Agreement derives from having the trained service personnel of Siemens Industry, Inc. familiar with your building systems. Our implementation team of local experts provides thorough, reliable service and scheduling for the support of your system.

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Sales Account Representative, Jeff Grindstaff, manages the overall strategic service plan based upon your current and future service requirements.

Service Account Engineer, Benjamin Levesque, is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Primary Service Mechanic, Heath Robertson, is responsible for performing the ongoing service of your system.

Service Operations Manager, Geoffrey Robbins, is responsible for managing the delivery of your entire support program and service requirements.

Service Coordinator, Dedra Specs, is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

4 Siemens Industry, Inc.

4.1 Signature Page and Investment By and Between:

Siemens Industry Inc.
8600 N Royal Lane, Suite 100
Irving, TX 75063

City of Bedford

Branch Phone: (972) 751-5225

Services shall be provided at: 2401 East Lamar Boulevard, Arlington, TX 76006.

Siemens Industry, Inc. shall provide the services as outlined in the attached proposal dated 06/15/2016 and the attached terms and conditions.

Duration: This agreement shall remain in effect for an Initial Term of 1 Years beginning 10/1/2016 and from year to year thereafter.

Investments:

Year 1	10/01/2016 to 9/31/2017	\$ 70,115.00 Annually	\$ 5,842.92 Paid Monthly
Year 2	10/01/2017 to 9/31/2018	\$ 72,218.00 Annually	\$ 6,018.17 Paid Monthly
Year 3	10/01/2018 to 9/31/2019	\$ 74,385.00 Annually	\$ 6,198.75 Paid Monthly
Year 4	10/01/2019 to 9/31/2020	\$ 76,616.00 Annually	\$ 6,384.67 Paid Monthly
Year 5	10/01/2020 to 9/31/2021	\$ 78,915.00 Annually	\$ 6,576.25 Paid Monthly

Applicable sales taxes are not included in the price of this proposal. Prices quoted in this proposal are firm for 30 days.

Proposal accepted by:

Proposal submitted by:
Jeff Grindstaff

Siemens Industry, Inc.

Signature Date

Signature Date

P.O.# _____

Signing Manager Name

- Customer purchase order included as an attachment to this agreement and will be referenced on invoices.

Signing Manager Title

Or

- Customer purchase order not required. Invoices will be approved and processed with signature of authorized customer representative.

Signature Date

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control. BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

4.2 Terms And Conditions

SERVICE TERMS AND CONDITIONS (REV. 10/09)

Article 1: General

1.1 (a) This Agreement constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") to be provided by SIEMENS and supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement. Neither party may assign the Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and SIEMENS may grant a security interest in the proceeds to be paid to SIEMENS under this Agreement; assign proceeds of the Agreement; and/or use subcontractors in performance of the Services. The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of SIEMENS and Customer and signed by duly authorized officers or managers of SIEMENS and Customer.

(b) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

(c) Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

1.3 After the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods beginning on the anniversary date of the Initial Term unless stated otherwise in the Agreement.

1.4 Either party may terminate or amend this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of such amendments or intent not to renew.

1.5 If, during or within 90 days after the term of this Agreement, Customer engages any SIEMENS employee who has performed work under this or any other agreement between Customer and SIEMENS, Customer shall pay SIEMENS an amount equal to the employee's latest annual salary.

Article 2: Covered Equipment

2.1 "Covered equipment" shall mean that equipment expressly identified as System Components in this Agreement. The Customer represents that at the commencement of this Agreement all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

2.2 If the fire or life safety system is included as part of the Covered Equipment does not comply with all applicable codes or if removal of any Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take corrective action, then SIEMENS may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

2.3 All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by SIEMENS, in accordance with applicable law and the requirements of then current National Fire Protection Association ("NFPA") guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds SIEMENS harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

2.4 If the Covered Equipment is altered or moved by any person, including Customer, other than SIEMENS or a person authorized by it, Customer shall immediately notify SIEMENS in writing, and SIEMENS reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

Article 3: Services by SIEMENS

3.1 SIEMENS shall only perform the Services identified in this Agreement.

3.2 SIEMENS shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or recommissioning that SIEMENS reasonably deems necessary; (b) notify SIEMENS of any modifications or changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events SIEMENS may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

3.3 Any repairs and replacements of Covered Equipment as may be expressly

Siemens Industry, Inc., Building Technologies Division

included in the Services are limited to restoring the proper working condition of such Covered Equipment. SIEMENS will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of SIEMENS, except Hazardous Materials, which under all circumstances remain the property and responsibility of Customer.

3.4 Unless agreed otherwise, Services do not include and SIEMENS is not responsible for (a) a service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by SIEMENS; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; or (g) the removal or reinstallation of replacement valves, dampers, waterflow switches, venting or draining systems. SIEMENS is not responsible for services performed on any Covered Equipment other than by SIEMENS or its agents.

3.5 The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

3.6 SIEMENS shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

3.7 SIEMENS is not required to conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.8 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such Deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("Instruments") and shall remain SIEMENS property. Siemens conveys no license to software unless otherwise expressly provided in this Agreement. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Services or any other purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other projects or locations without the written consent of SIEMENS, or use by any party other than Permitted Users, will be at Permitted Users' sole risk and without liability to SIEMENS; and, in addition to any other rights SIEMENS may have, Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

3.9 Customer acknowledges that SIEMENS in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it through this practice, and accordingly agrees that anything in this Agreement notwithstanding Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

3.10 Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by SIEMENS, the documents prepared for the Customer will represent SIEMENS' best judgment based on SIEMENS' experience and the information reasonably available to SIEMENS at the time that the Services are performed. Customer acknowledges that SIEMENS does not control: (a) the costs of labor, materials, equipment or services furnished by others; (b) overall market conditions; or, (c) contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by SIEMENS as part of the Services provided hereunder.

3.11 Where Services include EMC, SIEMENS will have a disaster recovery plan and a disaster contingency plan.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to SIEMENS, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and SIEMENS will, in its reasonable discretion, act accordingly;

(b) Provide or arrange without cost all reasonable provisions, means and access for SIEMENS to any site and the equipment where Services are to be performed;

(c) Permit SIEMENS to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;

Service Only 2009

- (d) Furnish SIEMENS with all available information pertinent to the Services;
- (e) Obtain and furnish to SIEMENS all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those SIEMENS has expressly agreed in writing to obtain;
- (f) Maintain the Services site in a safe condition; notify SIEMENS promptly of any site conditions requiring special care; and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;
- (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices SIEMENS has expressly agreed in this Agreement to give;
- (h) Provide SIEMENS with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;
- (i) Furnish to SIEMENS any contingency plans related to the site;
- (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;
- (k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,
- (l) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

4.2 Customer acknowledges that the technical and pricing information herein is proprietary to SIEMENS and agrees not to disclose or otherwise make it available to others.

4.3 Customer acknowledges that it is now and shall be at all times in control of the Services site. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, SIEMENS is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing such issues, in the event SIEMENS does make observations, reports, suggestions or otherwise regarding such issues, SIEMENS shall not be liable or responsible for same.

4.4 Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

4.5 Customer alone shall act to protect life and property from the time a partial or full system failure occurs until SIEMENS notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). SIEMENS shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

4.6 Customer shall not attach to the system or Covered Equipment any device that interferes with the Services or the proper operation of the system or Covered Equipment.

Article 5: Compensation

5.1 Annual Fee(s) shall be adjusted for each year after the final year of the Initial Term pursuant to the agreed Price Adjustment hereto and incorporated herein. Unless otherwise agreed in writing, this Agreement is not cancelable and the annual fee is not refundable except as provided herein.

5.2 Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during SIEMENS' normal working hours; and (c) Service performed on equipment not covered by this Agreement.

5.3 SIEMENS shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the Start Date and annually thereafter on the anniversary of such Start Date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with SIEMENS, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer agrees to pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue

amount under this Agreement. Customer shall reimburse SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to SIEMENS.

5.4 Except to the extent expressly agreed in this Agreement, SIEMENS' fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

5.5 Unless agreed otherwise, the pricing for each year after the Initial Term of the Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All items, 1982- 1984=100 ("CPI-U"). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

Article 6: Changes; Delays; Excused Performance

6.1 As the Services are performed, conditions may change or circumstances outside SIEMENS' reasonable control (such as changes of law) may develop which require SIEMENS to expend additional costs, effort or time to complete the Services, in which case SIEMENS shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, SIEMENS shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, SIEMENS shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs SIEMENS incurs due to such circumstances.

Article 7: Warranties; Disclaimers; Limitation of Liability

7.1 Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are performed. All labor provided by SIEMENS hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by SIEMENS. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty. In the event that any such re-performance fails to cure such defects, then Customer's exclusive remedy against SIEMENS for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in Section 7.5 herein.

7.2 THE EXPRESS LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST PATENT INFRINGEMENTS OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

7.3 Customer hereby, for it and any parties claiming under it, releases and discharges SIEMENS from any liability arising out of all hazards covered by Customer's insurance, and all claims against SIEMENS arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

7.4 ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SIEMENS UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS VOLATILE AND SUBJECT TO FREQUENT PRICE

AND REGULATORY CHANGES THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SIEMENS DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET'S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE CONSTRUED BY THE CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SIEMENS DOES NOT PROVIDE CUSTOMER A GUARANTY OR WARRANTY OF THE RESULTS OF SIEMENS' RECOMMENDATIONS. CUSTOMER MAKES ANY AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT THE CUSTOMER'S SOLE RISK.

7.5 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THE AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and, in any event, SIEMENS' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of \$1,000 or 10% of the total compensation received by SIEMENS from Customer under this Agreement. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation under the warranty hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

7.6 It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Services, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

Article 8: Limitations of Maintenance or Service Obligations

8.1 SIEMENS will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. SIEMENS assumes no responsibility for any service performed on any Covered Equipment other than by SIEMENS or its agents.

8.2 SIEMENS shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials.

8.3 SIEMENS is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

8.4 SIEMENS shall not be responsible for the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, and any other permanently mounted integral pipe or air duct component. Additionally, SIEMENS shall not be responsible for any venting or draining of systems.

8.5 WHERE SERVICES INCLUDE EFFORTS BY SIEMENS TO HELP CUSTOMER TO ATTAIN REBATES AND/OR INCENTIVES FROM AVAILABLE SOURCES OR ENERGY/FUEL COST REDUCTION, CUSTOMER ACKNOWLEDGES THAT ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT MAY BE AVAILABLE TO CUSTOMER IS GRANTED BY A THIRD PARTY OUTSIDE THE CONTROL OF SIEMENS. CUSTOMER FURTHER ACKNOWLEDGES THAT WHILE SIEMENS WILL EITHER ASSIST CUSTOMER OR ENDEAVOR ITSELF TO OBTAIN ANY AND ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTION AVAILABLE, SIEMENS DOES NOT GUARANTEE THAT IT WILL OBTAIN OR APPLY FOR ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST

REDUCTIONS THAT MAY BE AVAILABLE TO CUSTOMER. FURTHER, CUSTOMER HEREBY RELEASES SIEMENS FROM ANY AND ALL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING FROM SIEMENS' FAILURE TO OBTAIN OR APPLY FOR ANY REBATE/ INCENTIVE OR ENERGY/FUEL COST REDUCTION THAT COULD IN ANY WAY BE OBTAINED BY CUSTOMER.

Article 9: Hazardous Materials Provisions

9.1 The Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's Sites where the Services are performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by SIEMENS before its obligations hereunder shall continue.

9.2 Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and Oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, SIEMENS shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, SIEMENS shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

9.3 Customer warrants that, prior to the execution of this Agreement, it shall notify SIEMENS in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDSs or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

9.4 Customer shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

Article 10: Import / Export Indemnity

10.1 Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Covered Equipment or Services provided under the Contract, including any export license requirements. Customer agrees that such Covered Equipment or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 11: Small Business Concern

11.1 SIEMENS shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

Appendix A. Discounted Labor & Material Pricing

Siemens Industry, Inc.

Rates effective from January 1, 2016 through December 31, 2016

<u>Standard Labor Rates:</u>	*Straight Time (M-F 8 AM to 5 PM) excl. Holidays	**Regular Overtime (M-F 5 PM to 8 AM, & Sat)	***Sunday & Holiday
Automation Specialist	\$175.00 Plus \$60.00 vehicle charge	\$262.50 Plus \$60.00 vehicle charge	\$350.00 Plus \$60.00 vehicle charge
Fire Alarm/Security Specialist	\$165.00 Plus \$60.00 vehicle charge	\$247.50 Plus \$60.00 vehicle charge	\$330.00 Plus \$60.00 vehicle charge
Electrical Power Technician	\$160.00 Plus \$60.00 vehicle charge	\$240.00 Plus \$60.00 vehicle charge	\$320.00 Plus \$60.00 vehicle charge
Engineer	\$190.00 Plus \$60.00 vehicle charge	\$285.00 Plus \$60.00 vehicle charge	\$380.00 Plus \$60.00 vehicle charge
Chiller Mechanic	\$130.00 Plus \$60.00 vehicle charge	\$195.00 Plus \$60.00 vehicle charge	\$260.00 Plus \$60.00 vehicle charge
HVAC Mechanic	\$120.00 Plus \$60.00 vehicle charge	\$180.00 Plus \$60.00 vehicle charge	\$240.00 Plus \$60.00 vehicle charge
Electrical Installer	\$88.00 Plus \$60.00 vehicle charge	\$132.00 Plus \$60.00 vehicle charge	\$176.00 Plus \$60.00 vehicle charge

As a Service Agreement customer with an active Advantage Services Agreement, you will receive the benefit of discounted labor rates matching your agreement coverage for Automation, Fire Alarm, Security, or Mechanical Services.

<u>Service Agreement Rates:</u>	*Straight Time (M-F 8 AM to 5 PM) excl. Holidays	**Regular Overtime (M-F 5 PM to 8 AM, & Sat)	***Sunday & Holiday
Automation Specialist	\$130.00 Plus \$60.00 vehicle charge	\$195.00 Plus \$60.00 vehicle charge	\$260.00 Plus \$60.00 vehicle charge
Fire Alarm/Security Specialist	\$125.00 Plus \$60.00 vehicle charge	\$187.50 Plus \$60.00 vehicle charge	\$250.00 Plus \$60.00 vehicle charge
Electrical Power Technician	\$135.00 Plus \$60.00 vehicle charge	\$202.50 Plus \$60.00 vehicle charge	\$270.00 Plus \$60.00 vehicle charge
Engineer	\$140.00 Plus \$60.00 vehicle charge	\$210.00 Plus \$60.00 vehicle charge	\$280.00 Plus \$60.00 vehicle charge
Mechanic	\$100.00 Plus \$60.00 vehicle charge	\$150.00 Plus \$60.00 vehicle charge	\$200.00 Plus \$60.00 vehicle charge
Electrical Installer	\$78.00 Plus \$60.00 vehicle charge	\$117.00 Plus \$60.00 vehicle charge	\$156.00 Plus \$60.00 vehicle charge

Note 1. On-line service will be billed at a two-hour minimum for all non service agreement customers.

Note 2. Service involving travel to the customer site will incur a **four-hour minimum** labor charge for non-service agreement customers, and **two-hour minimum** for those with a service agreement.

Note 3. Mileage is billable at \$0.50/mile after 60 miles one way.

Advantage Services

** Rate covers portal to portal Monday through Friday, 8:00 am to 5:00 pm

** Rate covers portal to portal Monday through Friday, 5:00 pm to 8:00 am + Saturday, 12:00 am to 11:59 pm

*** Rate covers portal to portal Sundays, New Years Eve, New years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and the Day After Christmas.

Minimum Charge: Service involving travel to the customer site will incur a two-hour minimum labor charge and \$0.60 per mile one-way vehicle charge.

Material Rates: Customers with an active Service Agreement will benefit from a discount percentage off the standard pricing for Siemens Industry, Inc. products. Customers without a Service Agreement will pay standard pricing for Siemens Industry, Inc. products.



Quotation: GSA1601557

Siemens Industry, Inc.
1000 Deerfield Parkway
Buffalo Grove, IL 60089

Sold To: City of Bedford

Sales Rep: Jeff Grindstaff
Phone: (972) 207-8145
Email Address: jeffrey.grindstaff@siemens.com

Quote Date: 09/20/16
Payment Terms: NET 30

Line	GSA Contract Number	SIN	Part #	Sales Order Item Description	Notes	Quantity	U/M	GSA Unit Price	Extended Price
1	TXMAS-7-03FAC060	811-002	811-002-SA	Service Agreement	Notes: Base Year 10/01/2016 to 9/31/2017	1	EA	56,413.05	56,413.05
2	OPEN MARKET	OM	SERV-MATERIAL	Service Material	Notes: During Base Year	1	EA	13,701.95	13,701.95
3	TXMAS-7-03FAC060	811-002	811-002-SA	Service Agreement	Notes: Option Year 1 10/01/2017 to 9/31/2018	1	EA	58,104.99	58,104.99
4	OPEN MARKET	OM	SERV-MATERIAL	Service Material	Notes: During Option Year 1	1	EA	14,113.01	14,113.01
5	TXMAS-7-03FAC060	811-002	811-002-SA	Service Agreement	Notes: Option Year 2 10/01/2018 to 9/31/2019	1	EA	59,848.60	59,848.60
6	OPEN MARKET	OM	SERV-MATERIAL	Service Material	Notes: During Option Year 2	1	EA	14,536.40	14,536.40
7	TXMAS-7-03FAC060	811-002	811-002-SA	Service Agreement	Notes: Option Year 3 10/01/2019 to 9/31/2020	1	EA	61,643.51	61,643.51
8	OPEN MARKET	OM	SERV-MATERIAL	Service Material	Notes: During Option Year 3	1	EA	14,972.49	14,972.49
9	TXMAS-7-03FAC060	811-002	811-002-SA	Service Agreement	Notes: Option Year 4 10/01/2020 to 9/31/2021	1	EA	63,493.34	63,493.34
10	OPEN MARKET	OM	SERV-MATERIAL	Service Material	Notes: During Option Year 4	1	EA	15,421.66	15,421.66

Base Year \$70,115.00
Option Year 1 \$72,218.00
Option Year 2 \$74,385.00
Option Year 3 \$76,616.00
Option Year 4 \$78,915.00

This offer is valid for 60 days from the quote date or the stated validity period in the solicitation.

Total Quotation 372,249.00

Siemens Industry, Inc. DUNS
Federal Tax ID #
Cage Code #

01-094-4650
13-2762488
1HLQ3

GSA Contract Expiration Date: 29-Mar-19
Warranty: 1 year

Prime Contract: TXMAS-07-03-FAC060



Council Agenda Background

PRESENTER: Kenny Overstreet, Public Works Director

DATE: 09/27/16

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Schrickel, Rollins and Associates, Inc. in the amount of \$104,000 for engineering design and survey services for the Brown Trail Water and Sewer Improvements Project from Bedford Road to SH 183 Frontage Road.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City would like to enter into a contract with Schrickel, Rollins and Associates, Inc. for engineering and survey services to design a project to replace the aging water and sewer lines on Brown Trail, from Bedford Road to SH 183 Frontage Road. Currently, there are water and sewer mains on the west side and water and sewer mains on the east side of the road. The water lines have been repaired five times in the last two years by City crews. In addition, the concrete sewer main on the west side of the street is in disrepair, resulting in three large emergency sewer main repairs in 2016 where the pipe collapsed. Staff recommends completing the water and sewer projects together in order to lessen the impact on businesses in the area.

The proposed contract with Schrickel, Rollins and Associates, Inc. would include a lump sum fee of \$80,000 of which \$34,000 would be for water system improvement and \$46,000 for sewer system improvements. The remaining \$24,000 would be for additional services such as surveying, staking, record drawings, documents preparation and preparation of right-of-way documents.

Staff recommends Schrickel Rollins and Associates, Inc. for the design of the Brown Trail Water and Sewer System Improvements Project. They have been in business in Arlington, Texas since 1955 and have received numerous awards for their innovative designs. In 2011, they were awarded the Public Works Project of the Year for the I-30 Three + Bridges Project by Roads and Bridges Magazine. In 2010, Schrickel, Rollins and Associates, Inc. completed the design of the Schumac Lane/Monterrey Street Drainage Improvement Project in Bedford. If approved, funding would be paid from the Utility Repair Fund.

Staff is requesting approval from the Texas Water Development Board (TWDB) to fund the design for the water replacement portion of this project from the State Water Implementation Fund of Texas (SWIFT). If approval is granted, the design for the water portion of this project will be paid from available SWIFT funds.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Schrickel, Rollins and Associates, Inc. in the amount of \$104,000 for engineering design and survey services for the Brown Trail Water and Sewer Improvements Project from Bedford Road to SH 183 Frontage Road.

FISCAL IMPACT:

Utility Repair Fund Balance: **\$2,634,273**
Contract Amount: **\$ 104,000**
Difference: **\$2,530,273**

ATTACHMENTS:

Resolution
Contract
Maps

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SCHRICKEL, ROLLINS AND ASSOCIATES, INC. IN THE AMOUNT OF \$104,000 FOR ENGINEERING DESIGN AND SURVEY SERVICES FOR THE BROWN TRAIL WATER AND SEWER IMPROVEMENTS PROJECT FROM BEDFORD ROAD TO SH 183 FRONTAGE ROAD.

WHEREAS, Schrickel, Rollins and Associates Inc. of Arlington, Texas is known to be an innovative and award-winning design firm for engineering services; and,

WHEREAS, the City Council of Bedford, Texas has determined that providing improvement to water and sanitary sewer services on Brown Trail from Bedford Road to SH 183 Frontage Road is necessary for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to foster economic growth.

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

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

SECTION 2. That the City Council of the City of Bedford, Texas hereby approves the contract with Schrickel, Rollins and Associates, Inc. for the design of the Brown Trail Water and Sewer Improvements Project from Bedford Road to SH 183 Frontage Road and authorizes the City Manager to execute all contract documents relating thereto on behalf of the City of Bedford, Texas.

SECTION 3. That, the cost of said project shall be paid from the Utility Repair Fund in the amount of \$104,000.

PRESENTED AND PASSED this 27th day of September 2016, by a vote of __ ayes, __ nays, and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

The Engineer will make periodic visits to the site (as distinguished from continuous services of resident Project Representative) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.

The Engineer will be responsible for printing and assist the Owner in distribution of plans for project bidders.

ADDITIONAL SERVICES

The Engineer will furnish the survey field party to collect all information necessary to complete the detailed plans.

The Engineer shall provide construction staking and coordination of construction staking on the Project if requested.

The Engineer shall provide the Owner with Record Drawings produced from contractors and inspectors marked-up set of plans.

The Engineer shall provide right-of-way surveying and the preparation of right-of-way documents as necessary and if requested.

In performing these services the Engineer will endeavor to protect the Owner against defects and deficiencies in the work of the contractor, but he cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of the construction operations or for the safety measures that the contractor takes or should take.

The Engineer will consult and advise the Owner; issue all instructions to the contractor requested by the Owner; and prepare and issue routine change orders with Owner's approval.

The Engineer will conduct, in company with the Owner, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning project status, as it may affect Owner's final payment to the contractor.

II.

COMPENSATION TO ENGINEER

The Owner agrees to pay to the Engineer for Basic Services outlined in Section I a lump sum fee in an amount of \$80,000 (of which \$34,000 is for Water Improvements and \$46,000 is for Sewer Improvements). The Owner further agrees to pay to the Engineer for Design Surveying outlined under Additional Services in Section I a lump sum fee in the amount of \$24,000 (of which \$10,200 is for Water Improvements and \$13,800 is for Sewer Improvements). Construction staking, preparation of Record Drawings, right-of-way surveying, and preparation of right-of-way documents as outlined under Additional Services will be paid for at an hourly rate if requested by the City.

Payments shall be made monthly on an hourly fee basis per the rates indicated in Exhibit "A" as part of this contract for design services rendered as work progresses. Exhibit "A" is hereby incorporated within this contract as if written word for word. In no case, however, will total fees, basic services plus special services, exceed the maximum amount stipulated.

III.

TIME FOR COMPLETION

The Engineer agrees to substantially complete and submit plans for the proposed water and sewer improvements within 150 days after execution of this contract.

IV.

TERMINATION

This Contract may be terminated at any time by the Owner, without penalty or liability except as may otherwise be specified herein. Payment to the Engineer for completed services will be as provided in Section II, Compensation to Engineer. In the event of termination by either Owner or Engineer, the Owner shall be responsible for payment for services rendered only through Notice of Termination.

V.

ENGINEER'S COORDINATION WITH OWNER

The Engineer shall hold periodic conferences with the Owner or the Owner's representatives so that the Project can be designed with full benefit of the Owner's experience and knowledge of existing needs and facilities. The Owner shall make available to the Engineer all existing plans, maps, field notes, and other data in his possession relative to the project.

VI.

REVISION OF PLANS

The Owner reserves the right to direct substantial revisions of the plans after due approval by the Owner as Owner may deem necessary, but in such an event the Owner shall pay to the Engineer just and equitable compensation for services rendered in making such revisions. If revisions in the plans or drawings are required by reason of the Engineer's error or omission, then such revision will be made by the Engineer without compensation to the fees herein specified.

VII.

INSURANCE

- A. Engineer shall, at his expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Engineer shall not commence work under this contract until he has obtained all the insurance required under this contract and such insurance has been approved by Owner, nor shall Engineer allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. The insurance requirements shall remain in effect throughout the term of this contract.
1. Workers' Compensation and Employers' Liability Insurance: Statutory. Employers' Liability policy limits of \$100,000 for each accident; \$500,000 policy limit - Disease.
 2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this contract, fully insuring Engineer's liability for injury to or death of employees of Owner and third parties, extended to include personal injury liability coverage, and for

damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$500,000 per occurrence.

3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$500,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident), and \$100,000 for property damage.
4. Professional Liability Insurance, protecting the Engineer and the Owner from liability arising out of the performance of professional services rendered under this agreement. The Engineer shall maintain such a policy in the sum of not less than One Million Dollars (\$1,000,000.00) for the length of this contract.

VIII.

SUCCESSORS AND ASSIGNMENTS

The Owner and the Engineer each bind himself and his successors, executors, administrators, and assigns to the other party of this agreement and to the successor, executors, and administrators, and assigns of such other party in respect to all covenants of this agreement. Except as elsewhere herein provided, neither party hereto shall assign or transfer its interest herein without the prior written consent of the other.

IN WITNESS WHEREOF, the parties enter into this contract on the date first written above.

ATTEST:

CITY OF BEDFORD

BY: _____

City Secretary

City Manager

ATTEST:

SCHRICKEL, ROLLINS & ASSOCIATES, INC.

Ashley Price

Ashley Price
Secretary

BY: Sanford P. LaHue, Jr.

Sanford P. LaHue, Jr., P.E.
Vice President

EXHIBIT "A"

**SCHEDULE OF CHARGES - 2016
BILLABLE SALARY RATE & EXPENSE CHARGES**

CLASSIFICATION:	RANGE OF BILLABLE SALARY RATE	
	LOW	HIGH
PRINCIPAL	\$151	\$200
ASSOCIATE	92	168
SENIOR ENGINEER	146	178
ENGINEER III	108	141
ENGINEER II	81	108
ENGINEER-IN-TRAINING (EIT)	70	92
SENIOR LANDSCAPE ARCHITECT	118	200
LANDSCAPE ARCHITECT III	87	125
LANDSCAPE ARCHITECT II	70	98
LANDSCAPE ARCHITECTURAL INTERN	54	81
ARCHITECT	87	141
ARCHITECTURAL INTERN	54	81
DESIGNER	54	98
SURVEYOR (RPLS)	98	141
SURVEY COORDINATOR	76	113
SURVEY TECHNICIAN	65	108
ENGINEERING TECHNICIAN	65	98
PLANNING TECHNICIAN	54	81
GIS PROJECT MANAGER	90	120
GIS ANALYST	75	100
GIS TECHNICIAN	60	100
PRODUCTION COORDINATOR	76	113
CAD OPERATOR/DRAFTER III	65	98
CAD OPERATOR/DRAFTER II	54	76
CAD OPERATOR/DRAFTER I	49	65
SENIOR SECRETARY/SPECIFICATIONS COORDINATOR	49	87
SECRETARY/WORD PROCESSOR	38	70
CLERK	35	49

The ranges and individual salaries are adjusted annually.

OTHER SERVICES:

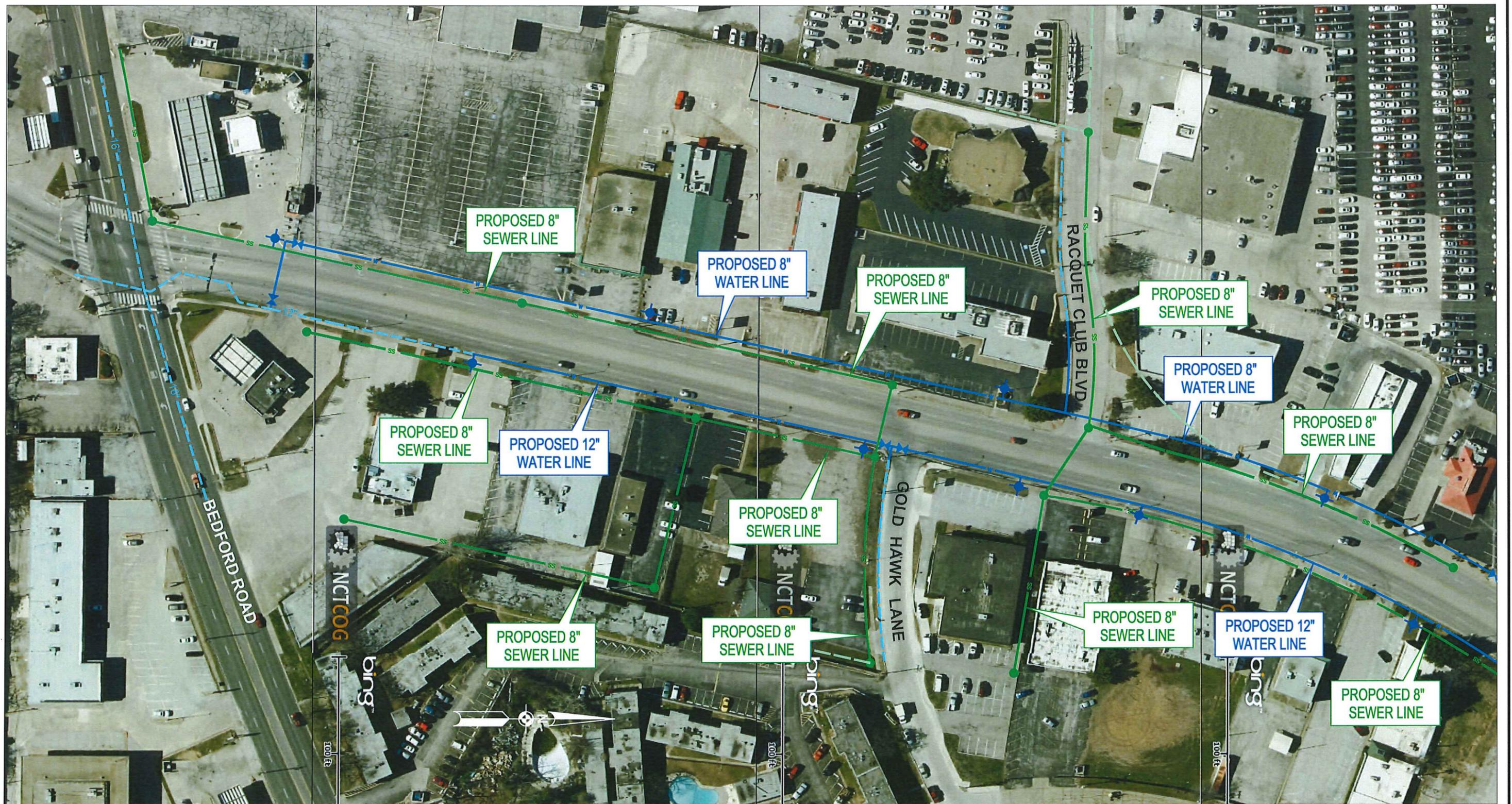
SURVEY FIELD PARTY	\$135	\$175
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PRINTING & PLOTTING SERVICES:

In-house printing and plotting services will be charged at the market rate for commercial printing plus 10%. In-house capability includes color plots and a variety of media, including bond, vellum and mylar. In-house Xerox copies provided at \$0.06 per single side copy or \$0.12 per double side copy. Color copies provided for \$0.60 (8½x11) and \$1.00 (11x17) per single sheet.

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproductions expense, communication expense, travel, transportation and subsistence away from Arlington and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members.



SRA
 Schrickel, Rollins and Associates, Inc.
 Landscape Architecture - Civil Engineering - Planning
 1161 Corporate Drive West Phone: 817.649.3216
 Suite 200 Metro: 817.640.8212
 Arlington, Texas 76006 Fax: 817.649.7645

**BROWN TRAIL WATER AND SEWER IMPROVEMENTS
 (BEDFORD ROAD TO S.H. 183 FRONTAGE ROAD)**



CITY OF BEDFORD



Schrickel, Rollins and Associates, Inc.
 Landscape Architecture - Civil Engineering - Planning
 1161 Corporate Drive West Phone: 817.649.3216
 Suite 200 Metro: 817.640.8212
 Arlington, Texas 76006 Fax: 817.649.7645

BROWN TRAIL WATER AND SEWER IMPROVEMENTS (BEDFORD ROAD TO S.H. 183 FRONTAGE ROAD)



CITY OF BEDFORD



Council Agenda Background

PRESENTER: Kenny Overstreet, Public Works Director **DATE:** 09/27/16

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Gary Burton Engineering, Inc. in the amount of \$73,500 for engineering design and construction phase services for the Sulphur Branch 18" Relief Sewer from Briar Drive to Shirley Way and Rehab 10" Sewer Upstream of Schumac Lane Project.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

Gary Burton Engineering, Inc., (GBEI) has worked with the City since 2010 on sanitary sewer projects, with much of it focused in the 19.1 W Basin. Example projects include preparing a 5-Year Capital Improvement Plan for 2013-2018 and the implementation of the Sanitary Sewer Overflow Initiative with the Texas Commission on Environmental Quality program, which will expire in December 2016. The last project completed was the Bedford Boy's Ranch Sanitary Sewer Renewal.

In order to eliminate a bottleneck in the sanitary sewer system on Shirley Way to Briar Drive, staff is proposing to have GBEI design a project that would include adding an 18" diameter sanitary sewer gravity main. In addition, the design would include point repairs on approximately 2,150 linear feet on the existing 10" gravity main from Shirley Way to Schumac Lane. The completed project would help in correcting a number of issues in the 19.1 W Basin, which flows into the Sulphur Branch Drainage area. This area has the largest volume of sewage flow into the TRA metering station. The proposed sanitary sewer renewal and rehabilitation professional services contract would keep the City in line with previous sanitary sewer line improvement programs by expanding the size of the existing sanitary sewer main to keep up with the larger capacity of volume and flow into that area.

Staff recommends GBEI for the design of the Sulphur Branch 18" Relief Sewer from Briar Drive to Shirley Way and Rehab 10" Sewer Upstream of Schumac Lane Project. The proposed design contract with GBEI would not exceed \$73,500. The services included in the proposed contract are outlined in the Scope of Services outlined in Article I, Items A1 through A7 of the attached contract. If approved, funding would be paid from the Utility Repair Fund.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Gary Burton Engineering, Inc. in the amount of \$73,500 for engineering design and construction phase services for the Sulphur Branch 18" Relief Sewer from Briar Drive to Shirley Way and Rehab 10" Sewer Upstream of Schumac Lane Project.

FISCAL IMPACT:

Utility Fund Balance: \$2,530,273
Contract Amount: \$ 73,500
Difference: \$2,456,773

ATTACHMENTS:

Resolution
Contract
Maps

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GARY BURTON ENGINEERING, INC. IN THE AMOUNT OF \$73,500 FOR ENGINEERING DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE SULPHUR BRANCH 18" RELIEF SEWER FROM BRIAR DRIVE TO SHIRLEY WAY AND REHAB 10" SEWER UPSTREAM OF SCHUMAC LANE PROJECT.

WHEREAS, Gary Burton Engineering Inc. has provided engineering services to the City for sanitary sewer improvement projects since 2010; and,

WHEREAS, the City Council of Bedford, Texas has determined that providing improvement to sanitary sewer services is necessary to for the health and safety of its citizens; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to be responsive to the needs of the community.

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

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

SECTION 2. That the City Council of the City of Bedford, Texas hereby approves the contract with Gary Burton Engineering, Inc. for the design of the Sulphur Branch 18" Relief Sewer from Briar Drive to Shirley Way and Rehab 10" Sewer Upstream of Schumac Lane Project and authorizes the City Manager to execute all contract documents relating thereto on behalf of the City of Bedford, Texas.

SECTION 3. That, the cost of said project shall be paid from the Utility Repair Fund in the amount of \$73,500.

PRESENTED AND PASSED this 27th day of September 2016, by a vote of ___ ayes, ___ nays, and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

GARY BURTON ENGINEERING, INC.
Consulting • Planning • Permitting • Design • Management (F-2812)

TYLER: 14531 STATE HWY 155 S – TYLER TX 75703
FORT WORTH: PO BOX 121333 – FORT WORTH TX 76121

• PH 903-561-6984 • FAX 903-561-6757
• Ph 817-599-9067

Task Order / Project No. 036160101

This Task Order is part of the AGREEMENT between Gary Burton Engineering, Inc. (GBEI, the "ENGINEER"), and the City of Bedford (the "OWNER"), for a project generally described as:

Sulphur Branch 18" Relief Sewer from Briar Dr. to Shirley Way and Rehab 10" Sewer Upstream of Schumac Ln.

The purpose of this Task Order is to perform preliminary, design, and construction phase services required to construct an 18" diameter sanitary sewer gravity main from Shirley Way to Briar Drive by the open cut method. The objective is to eliminate a bottleneck in the system. Also included are point repairs based on recent TV inspections and renewal by other than open cut of approximately 2,150 LF of 10" gravity main from Shirley Way to 350 LF downstream of Schumac Lane.

supervision and administration of authorized construction. Review monthly pay requests for contract compliance and issue recommendations for payments.

A8 **Construction Observation.** Visit construction site on an as needed basis during construction activity. Be available to answer contractor's questions by telephone or email on a daily basis during construction, and attend on-site meetings as needed. Coordinate with utility companies, OWNER's representatives, and contractor to keep project on schedule.

**Article I
Scope of Services**

The ENGINEER agrees to furnish the OWNER the following specific services:

A9 **Project Management.** Manage and coordinate various project team members and tasks, including subcontractors. Attend regular progress meetings with OWNER and Contractor representatives.

Item

**Article II
Compensation**

A1 **Document Review.** Review existing documents, associated drawings, Right-of-Ways, property owner data, TV camera images, etc.

Compensation by the OWNER to the ENGINEER for all services enumerated in this Task Order will be as follows:

A2 **Site Visits/Meetings.** Perform site visits to collect data and meetings to review preliminary findings and final design with the OWNER.

Compensation shall be based on percent of completion of services rendered for Items A1-A9.

A3 **Field Measurements.** Perform necessary topographic field measurements to define existing horizontal and vertical alignments and plan/profile design parameters. Scope does not include preparation or description of new easements or ROW.

The total amount for this Task Order will not exceed \$73,500 without specific written authorization from the OWNER.

Other Provisions

A4 **Preliminary Engineering.** Prepare alignment conceptual drawings for OWNER approval. Identify potential alternative alignments, obstacles, and benefits. Obtain OWNER approval of selected alignment prior to proceeding with design plans.

The following provisions shall apply to this Task Order:

A5 **Construction Documents.** Prepare detailed specifications and contract drawings for construction authorized by the OWNER. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable state and federal agencies for approval.

The ENGINEER's compensation is based on immediate authorization to proceed and timely completion of the project. If the project timing deviates from the assumed schedule for causes beyond the ENGINEER's control, the ENGINEER reserves the right to request renegotiation of those portions of the lump sum affected by the time change.

A6 **Bid Phase Services.** Solicit and procure bids from contractors in accordance with applicable laws. Bid advertisements and proposal documents shall be prepared for performance of a single construction contract by a reputable, bonded contractor. Attend and conduct bid opening. Tabulate and evaluate bids, check bidders' references, and issue recommendation for contract award.

The ENGINEER will perform no Additional Services without specific written authorization from the OWNER. Compensation for any Additional Services authorized in writing by the OWNER will be on an hourly basis plus expenses in accordance with the current Rate Schedule.

A7 **Construction Administration.** Perform general

This Task Order will become part of the referenced AGREEMENT when executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For the OWNER, City of Bedford

dated this _____ day of _____ 20 _____

By: _____
Signature

Name (Typed or Printed)

Title

ATTEST:

By: _____
Signature

For the ENGINEER, Gary Burton Engineering, Inc.

dated this _____ day of _____ 20 _____

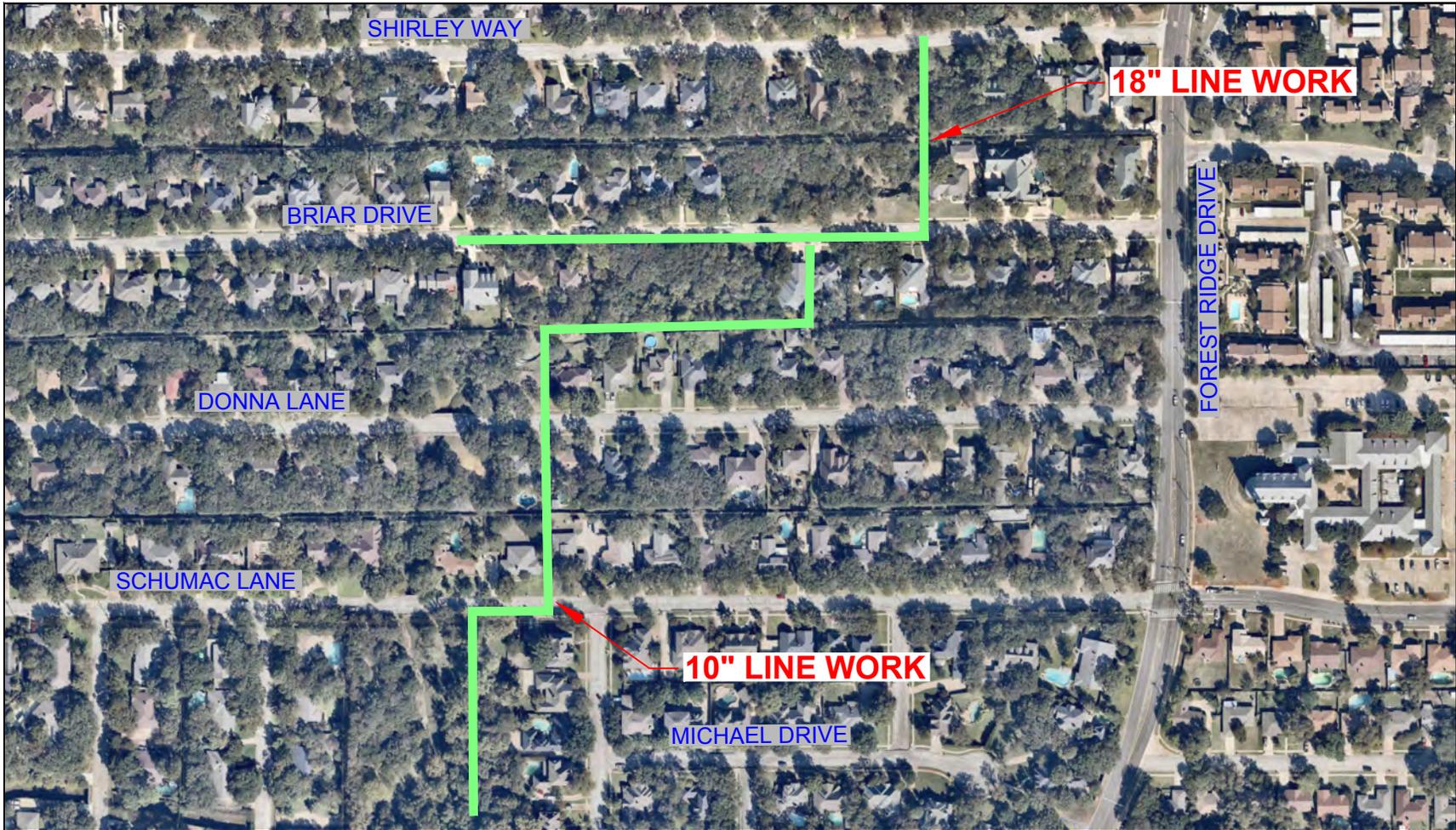
By: _____
Signature

Gary L. Burton, III, P.E.
Name (Typed or Printed)

Principal
Title

ATTEST:

By: _____
Signature



— LINE LOCATION



SCALE IN FEET

Prepared by City of Bedford Public Works Engineering Department

**SULPHUR BRANCH 19.1 W BASIN
18" OUTFALL AND 10" GRAVITY MAIN
REHABILITATIONS
ENGINEERING DESIGN SERVICES CONTRACT**





Council Agenda Background

PRESENTER: Brandi West, Grants Administrator

DATE: 09/27/16

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

ITEM:

Consider a resolution of the City Council of Bedford, Texas, authorizing the submission of a grant application to purchase Samsung PT60A ultrasounds for the Fire Department MICUs to the Assistance to Firefighters Grant administered by the Department of Homeland Security, Federal Emergency Management Agency's Grant Programs Directorate.

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Fire Department was recently made aware of a competitive grant through the Assistance to Firefighters Grant (AFG) administered by the Department of Homeland Security, Federal Emergency Management Agency's Grant Programs Directorate. The purpose of the AFG Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by providing direct financial assistance to eligible fire departments, nonaffiliated EMS organizations, and State Fire Training Academies for critically needed resources to equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

Since 2014, the Bedford Fire Department has participated, along with the City of Hurst and DFW Airport Fire Departments, in a trial utilizing a tablet-based ultrasound device. This allows medics in the field to communicate in real-time with physicians in the emergency rooms to better prepare for patient arrival. The trial has now ended, and with it, the access to this lifesaving equipment. Due to the success of the program, the Fire Department wishes to purchase ultrasound devices for all 4 of the MICUs (ambulances). Should the grant be awarded, the City of Bedford will be required to contribute 10% of the total cost as a match.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution of the City Council of Bedford, Texas, authorizing the submission of a grant application to purchase Samsung PT60A ultrasounds for the Fire Department MICUs to the Assistance to Firefighters Grant administered by the Department of Homeland Security, Federal Emergency Management Agency's Grant Programs Directorate.

FISCAL IMPACT:

Assistance to Firefighters grants require a match of 10% of the total project.

ATTACHMENTS:

Resolution

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO PURCHASE SAMSUNG PT60A ULTRASOUNDS FOR THE FIRE DEPARTMENT MICUS TO THE ASSISTANCE TO FIREFIGHTERS GRANT ADMINISTERED BY THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY'S GRANT PROGRAMS DIRECTORATE.

WHEREAS, the Bedford Fire Department has participated, along with the City of Hurst and DFW Airport Fire Departments, in a trial utilizing a tablet-based ultrasound device. This allows medics in the field to communicate in real-time with physicians in the emergency rooms to better prepare for patient arrival. The trial has now ended, and with it, the access to this lifesaving equipment. Due to the success of the program, the Fire Department wishes to purchase ultrasound devices for all 4 of the MICUs (ambulances); and,

WHEREAS, the City Council of Bedford, Texas finds it is in the best interest of the citizens of Bedford that the ultrasound program be continued.

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

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

SECTION 2. That the City Council of Bedford, Texas, authorizes the submission of the grant application for the ultrasound units to the Assistance to Firefighters Grant, Grant Programs Directorate, Federal Emergency Management Agency, Department of Homeland Security.

SECTION 3. That the City Council of Bedford, Texas acknowledges the Assistance to Firefighter Grant requires a 10% match of funds should the grant be awarded.

PRESENTED AND PASSED this 27th day of September 2016 by a vote of __ ayes, __ nays and __ abstention, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 09/27/16

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

ITEM:

Consider a resolution authorizing the City Manager to enter into a contract with Granicus for a new digital voting system.

City Attorney Review: Yes

City Manager Review: _____

DISCUSSION:

The City's current analog voting system is outdated and has experienced several costly breakdowns over the past few years. When this happens, and City staff or a technician cannot fix it immediately before a meeting, Council has been forced to vote either via voice or other rudimentary means, which does not give a professional appearance. Based on this, staff was given direction to look at a more modern, digital voting system.

The City Secretary's Office reached out to Granicus regarding their voting system, a version of which is used by such local entities as the City of Keller and the board of the Fort Worth Independent School District. Staff is recommending their VoteCast system, which would work from new integrated voting panels being installed at the Council dais as part of an approved budget supplemental. It is easy, one-touch voting and the results will display up on the television screens in the Council Chambers visible by those in attendance and viewers at home. Further functionality of the system includes a request to speak feature and the ability to make motions and seconds. The voting system will also assist the City Secretary's Office in preparing meeting minutes as information on who made motions and seconds, and the final vote, will automatically be entered into the meeting minutes. Additionally, citizens will be able to view Council's voting record on the City's website.

The system can also be utilized by other government bodies that use the Council Chambers for their meetings, including the Planning and Zoning Commission and the Zoning Board of Adjustment. In the future, the system can be expanded to include web-streaming, which is currently done by another vendor, and an agenda management system, which is an automated workflow for building agenda packets.

The one-time cost of hardware, professional services and training in the amount of \$9,690 will come from the Public, Educational and Governmental (PEG) Fund, which is very limited in scope on what it can be used for. The first year of software fees in the amount of \$9,600 will come out of the FY 15/16 budget surplus. Software costs in future years will be built into the budget. The terms of the contract are three years, and will automatically renew in perpetuity for one year terms, unless cancelled.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with Granicus for a new digital voting system.

FISCAL IMPACT:

PEG Fund: \$9,690
FY15/16 Budget Surplus: \$9,600

ATTACHMENTS:

Resolution
Contract
Exhibit A - Proposal

RESOLUTION NO. 16-

CONSIDER A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GRANICUS FOR A NEW DIGITAL VOTING SYSTEM.

WHEREAS, the current analog voting system in the City of Bedford Council Chambers is outdated and prone to breaking down; and,

WHEREAS, the City Council of Bedford, Texas desires to have a more functional and user-friendly digital voting system; and,

WHEREAS, the City Council of Bedford, Texas desires to purchase that new digital voting system through Granicus.

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

- SECTION 1. That the findings above are found to be true and correct, and are incorporated herein
- SECTION 2. That the City Manager is authorized to enter into a contract with Granicus for a new digital voting system.
- SECTION 3. That funding in the amount of \$9,690 for the one-time costs of hardware, professional services and training will come out of the Public, Educational and Governmental (PEG) Fund.
- SECTION 4. That funding in the amount of \$9,600 for the first year software fees will come out of the FY15/16 Budget surplus.

PRESENTED AND PASSED this 27th day of September, 2016, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

Jim Griffin, Mayor

ATTEST:

Michael Wells, City Secretary

APPROVED AS TO FORM:

Stan Lowry, City Attorney

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “Agreement”), dated as of September 27, 2016 (the “Effective Date”), is entered into between Granicus, Inc. (“Granicus”), a California Corporation, and the City of Bedford, Texas (the “Client”). Additional definitions of capitalized terms used herein are set forth in Section 12 hereof.

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein by reference, (ii) engage Granicus to integrate its Granicus Software onto the Client Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software, and Managed Services that comprise the Granicus Solution as outlined in Exhibit A. Managed Services shall mean the services provided by Granicus to Client as detailed in Exhibit A. Managed Services Fee shall mean the monthly cost of the Managed Services, as detailed in Exhibit A.

2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Proposal and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work, including Client's work with its customers/constituents. Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with the functionality and features as described in the Proposal for as long as the Client pays for and receives Managed Services. Client's sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the

defective Granicus Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

3. PAYMENT OF FEES

3.1 Client agrees to pay all fees, costs and other amounts as outlined in the Proposal in Exhibit A.

3.2 Fifty percent (50%) of all up-front fees for all products are due upon Granicus' receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of the respective product.

3.3 Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined under Section 3.4 below. Client shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, Client will be billed annually in advance. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

3.4 For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. Upon Granicus Hardware and/or Software delivery, Client will have fifteen (15) days to notify Granicus of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems. Granicus oftentimes sells multiple software suites in one transaction. For Clients that have purchased multiple suites, Granicus reserves the right to start invoicing on a per suite basis when considered delivered.

3.5 Granicus, Inc. shall send all invoices to:

Name: Michael Wells

Title: City Secretary

Address: 2000 Forest Ridge Drive, Bedford, Texas 76021

Email: michael.wells@bedfordtx.gov

3.6 Upon each yearly anniversary during the term of this Agreement (including both the initial term and all renewal terms), the Granicus Managed Service Fees shall automatically increase from the previous Managed Service Fees by five (5) percent per annum.

3.7 Training Usage Policies. Granicus has established best practice training plans around success with Granicus services, and Clients are encouraged to take advantage of all purchased training up-front in order to achieve the maximum amount of success with their services. All purchased training must be completed within ninety (90) days of the date of the project kickoff call. Any purchased training not used during this ninety (90) day period will expire. If Client feels that it is necessary to obtain more training after the initial ninety (90) day period, Client may purchase additional training at that time.

3.8 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit D.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted pursuant to Section 5.2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each Party grants to the other a non-exclusive, non-transferable (other than

as provided in Section 5 hereof), limited license to use the other Party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other Party's Trademarks shall be subject to the prior written approval of such other Party, approval of which shall not be unreasonably withheld.

6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data), or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the total amount of Managed Services Fees paid by Client under this Agreement for the six (6) month period prior to the date the claim arose, regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information of the other Party. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.2 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) if permitted by applicable law, notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for thirty-six (36) months after the date hereof. This Agreement shall automatically renew in perpetuity for terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

(c) Client shall refer to Exhibit E for the four (4) termination/expiration options available regarding Content.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6, 7, 8.2, 11, and 12 of the Agreement, and applicable provisions of the exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the termination or expiration options regarding Content as set forth on Exhibit E, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may terminate this Agreement and refund any prepaid fees to Client for which it has not received the services.

10. INTERLOCAL AGREEMENT.

10.1 This Agreement may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use, including the products and services and fees applicable thereto. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

11. MISCELLANEOUS.

11.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

11.2 Governing Law. The laws of the State of Texas shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

11.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

11.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

11.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

11.6 Closed Captioning Services. Client and Granicus may agree that a third party will provide closed captioning or transcription services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

12. DEFINITIONS. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

12.1 “Confidential Information” shall mean all proprietary or confidential information disclosed or made available by either party pursuant to this Agreement, directly or indirectly, in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection), that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing,

engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material); provided, however, that Confidential Information shall not include the Content that is to be published on the Client Website.

12.2 “Content” shall mean any and all, documents, graphics, video, audio, images, sounds and other content that is streamed or otherwise transmitted or provided by, or on behalf of, the Client to Granicus.

12.3 “Client Website” shall mean the Client's existing websites.

12.4 “Granicus Application Programmatic Interface” shall mean the Granicus interface which is used to add, update, extract, or delete information in MediaManager.

12.5 “Granicus Solution” shall mean the Solution detailed in the Proposal, which may include Granicus Software, Installation and Training, Managed Services, and Hardware, as specified in Exhibit A.

12.6 “Granicus Software” shall mean all software included with the Granicus Solution as specified in the attached Proposal that may include but is not limited to: MediaManager™ (includes Uploader, Software Development Kit, and Podcasting Services), MinutesMaker™ (includes LiveManager), MobileEncoder™, VotingSystem™ (includes Public Vote Display).

12.7 “Hardware” shall mean the equipment components of the Granicus Solution, as listed in Exhibit A.

12.8 “Managed Services” shall mean the services provided by Granicus to Client for bandwidth usage associated with live and archived Internet streaming, data storage, and Granicus Solution maintenance, upgrades, parts, customer support services, and system monitoring, as detailed in the Proposal attached as Exhibit A.

12.9 “Managed Services Fee” shall mean the monthly cost of the Managed Services, as specified in Exhibit A.

12.10 “Meeting Body” shall mean a unique board, commission, agency, or council body comprised of appointed or elected officials that meet in a public capacity with the objective of performing decisions through a democratic voting process (typically following Robert’s Rules of Order). Two or more Meeting Bodies may be comprised of some or all of the same members or officials but may still be considered separate and unique Meeting Bodies at Granicus’ sole discretion. For example, committees, subcommittees, city councils, planning commissions, parks and recreation departments, boards of supervisors, school boards/districts, and redevelopment agencies may be considered separate and unique individual Meeting Bodies at Granicus’ sole discretion.

12.11 “Proposal” shall mean the document where the Granicus Solution that is the object of this Agreement is described along with pricing and training information.

12.12 “Representatives” shall mean the officers, directors, employees, agents, attorneys, accountants, financial advisors and other representatives of a party.

12.13 “Trademarks” shall mean all trademarks, trade names and logos of Granicus and Client that are listed on Exhibit D attached hereto, and any other trademarks, trade names and logos that Granicus or Client may specify in writing to the other party from time to time.

This Agreement consists of this Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

- Exhibit A: Proposal
- Exhibit B: Support Information
- Exhibit C: Hardware Exhibit
- Exhibit D: Trademark Information
- Exhibit E: Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

GRANICUS, INC.

By: _____

Jason Fletcher

Its: Chief Executive Officer

Address:

707 17th Street, Suite 4000

Denver, CO 80202

BEDFORD

By: _____

Name: _____

Its: _____

Address:

Date: _____

EXHIBIT A

PROPOSAL

[The remainder of this page is left blank intentionally.]

EXHIBIT B

SUPPORT INFORMATION

1. **Contact Information.** The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) **Mailing Address.** Mail may be sent to the support staff at Granicus headquarters, located at 707 17th Street, Suite 4000, Denver, CO 80202.

(b) **Telephone Numbers.** Office staff may be reached from 5:00 AM to 6:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1.

(c) **Internet and E-mail Contact Information.** The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at customercare@granicus.com.

2. **Support Policy.** When Granicus receives notification of an issue from Client, Granicus, Inc. customer advocate or technical support engineer will respond with notice that they will be actively working to resolve the issue. Granicus, Inc. will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Notification shall be the documented time that the Client either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

3. **Scheduled Maintenance.** Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least three (3) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

4. **Software Enhancements or Modifications.** The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications ("Modifications") into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Agreement, Granicus and Client will use commercially reasonable efforts to enter into a written scope of work ("SOW") setting forth the Modifications to be done, the timeline to perform the work and the fees and costs to be paid by Client for the work.

4.1 **Documentation.** The SOW will include a detailed requirements and detailed design document illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such Modifications shall become part of the licensed Granicus Software.

4.2 **Acceptance.** Client understands that all work contemplated by this exhibit is on a "time-and-materials" basis unless otherwise stated in the SOW. Delivery of the software containing the Modifications shall be complete once such software is delivered and deemed by Granicus to be ready for Client's use. Client will have fifteen (15) days after delivery of the Modifications to notify Granicus

of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems.

4.3 Title to Modifications. All such Modifications shall be the sole property of Granicus.

5. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS' SOLE OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

EXHIBIT C

HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Agreement between Granicus and Client, for the Hardware components of the Granicus Solution (the “Hardware”) provided by Granicus to Client. This exhibit is an additional part of the Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Agreement.

1. Price. The price for the Hardware shall be the price specified in the Proposal.
2. Delivery. Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term “sale” or “purchase.”
3. Acceptance. Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client’s acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. Service Response Time. For hardware issues requiring replacement, Granicus shall respond to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of determination of a hardware issue, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus, or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus will keep the Client informed regarding the timeframe and progress of the repairs or replacement. Once the Hardware is received Client’s responsibilities will include:
 - a. Mount server on client rack (if applicable)
 - b. Connecting original network cables.
 - c. Connecting original audio and video cables (if applicable).
5. LIMITATION OF LIABILITY. GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL GRANICUS’ LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS EXHIBIT EXCEED THE AMOUNT OF THE PRICE PAID TO GRANICUS BY CLIENT FOR THE HARDWARE.
6. Hardware. In the event of malfunction for Hardware provided by Granicus, Hardware will be repaired or replaced as per the warranty, and as detailed in this Exhibit. Granicus provides the above-mentioned services under Client’s acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the Hardware, provided to the client. These software tools have been qualified by Granicus to allow the highest level of service for the client. While it is Granicus’ intention to provide all Clients with the same level of customer care and warranty, should the Client decline these recommended tools, certain levels of service and warranty may not guaranteed.

7. Remote Accessibility. Granicus leverages remote access tools such as Logmein for installation and ongoing maintenance of Granicus software. These tools are designed to provide Granicus technicians with necessary information to diagnose and resolve software problems. Should the Client decide to decline these remote tools, Granicus cannot guarantee optimal level of service due to limited access to Granicus Hardware. Client understand that should they decide to use internal methods of access, such as VPN, Client may need to assist Granicus technicians for remote accessibility during business hours as well as after hours in the event Granicus technicians are unable to access remote Granicus systems.

8. Purchased Hardware Warranty. For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials. Hardware warranty shall commence on the Effective Date of the Agreement.

9. Use of Non-Approved Hardware. The Granicus platform is designed and rigorously tested based on Granicus-approved Hardware. In order to provide the highest level of support, Granicus requires the use of Granicus-approved Hardware in your solution. While it is Granicus' intention to provide all clients with the same level of customer care and continuous software upgrades, Granicus does not make any guarantees or warranties whatsoever in the event Client uses non-approved hardware.

10. Client Changes to Hardware Prohibited. Client shall not install any software or software components that have not been agreed upon in advance between Client and Granicus technical staff. While it is Granicus' intention to provide all clients with the same level of customer care, Granicus does not make any guarantees or warranties whatsoever regarding the Hardware in the event Client violates this provision.

EXHIBIT D

TRADEMARK INFORMATION

Granicus Registered Trademarks ® Include:



Granicus logo as a mark

Granicus®

Legistar®

MediaVault®

MinutesMaker®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™ Include:

CivicIdeas™

iLegislate™

InSite™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MediaVault™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

For an updated list of Granicus registered trademarks, trademarks and servicemarks, please visit:
<http://www.granicus.com/help/legal/copyright-and-trademark/>.

Client Trademarks

EXHIBIT E

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination or expiration of the Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through an external hard drive or FTP site in its raw non-proprietary format. A CSV file will be included providing file name mapping and date. This option shall be provided to Client at Granicus' actual cost, which shall not be unreasonable.
- Option 2: Provide the Content via download from the application UI. This option shall be provided free of charge and is available anytime.
- Option 3: Provide the means to pull the content using the Granicus Application Programming Interface (API). This option is provided free of charge and is available at anytime.
- Option 4: Professional services can be contracted for a fee to customize the retrieval of content from the system.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days, or whenever transfer of content is completed, whichever is later.



Bedford Votecast

PRESENTED BY: Christopher Peck, Granicus

PRESENTED TO: Bedford

DELIVERED ON: August 02, 2016

Executive Summary

This proposal is based of the conversations between Michael Wells and Christopher Peck. This proposal includes all the hardware needed for Grancius's Meeting Efficiency suite, and iLegislate voting. It also includes a public monitor, the CPU for that monitor and an SDI encoder to run the Live Manager application. Michael is aware that this encoder will be capable of running the HD web streaming solution should they want to add that down the road. This proposal also includes all the software needed to run these solutions as well as installation assistance (phone) for all the hardware and training on all software applications.

Pricing Breakdown for your Solution

Software as a Service			
Name	Qty	Unit (Monthly)	Total (Monthly)
Open Platform	1.0 Suite	\$0.00	\$0.00
Meeting Efficiency Suite	1.0 Suite	\$500.00	\$500.00
VoteCast Standard Package (Tablet) - (ME)	1.0 Package	\$300.00	\$300.00
Total Software Monthly Cost:			\$800.00

Hardware			
Name	Qty	Unit (Upfront)	Total (Upfront)
Granicus SDI Encoding Appliance Hardware	1.0 Unit(s)	\$3,500.00	\$3,500.00
VoteCast Display CPU - (ME)	1.0 Unit(s)	\$980.00	\$980.00
Shipping - Large Item	1.0	\$125.00	\$125.00
Shipping - Medium Item	1.0	\$60.00	\$60.00
Total Hardware Upfront:			\$4,665.00

Training			
Name	Qty	Unit (Upfront)	Total (Upfront)
Training and Workflow Analysis - (ME) (Online)	1.0 Day(s)	\$1,300.00	\$1,300.00
Total Training Upfront:			\$1,300.00

Professional Services			
Name	Qty	Unit (Upfront)	Total (Upfront)
Server Configuration - (ME)	1.0 Service(s)	\$500.00	\$500.00
Templates Configuration - (ME)	1.0 Template(s)	\$700.00	\$700.00
VoteCast Display Configuration - (ME)	1.0 Service(s)	\$1,650.00	\$1,650.00
Encoding Appliance Hardware Configuration - (GT)	1.0 Service(s)	\$875.00	\$875.00
Total Services Upfront:			\$3,725.00

Total Upfront Cost:	\$9,690.00
Total Monthly Cost:	\$800.00
Current Monthly Total Cost:	
New Monthly Total Cost:	

Granicus® Open Platform

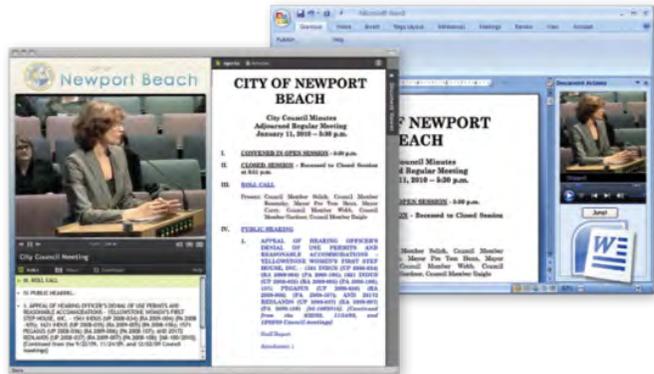
The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents. [Click here](#) for more information on the Granicus Open Platform.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- Live and on-demand streaming to mobile devices
- Create a paperless agenda environment with iLegislate® for the iPad

Meeting Efficiency Suite

The Meeting Efficiency Suite is a live meeting workflow solution that combines minutes with a meeting's recording. Capture and publish minutes, saving staff time and cutting administrative costs. Record roll-call, agenda items, speakers, motions, votes, and notes through a simple interface. After the meeting, finalize minutes quickly and easily in Microsoft Word™. Integrate VoteCast with iLegislate® to enable real-time meeting voting on the iPad. With VoteLog, allow the public to track legislation, ordinances, and even voting member records through your website. This Suite also allows you to seamlessly integrate with agenda solutions already in place. Click here for more information on the Meeting Efficiency Suite.

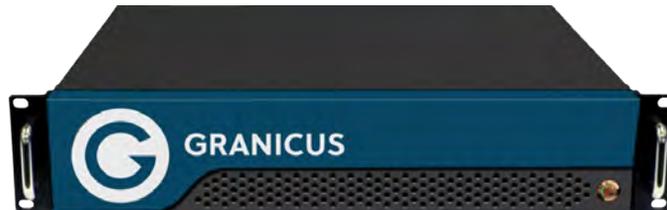
- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Generate linked minutes
- Real-time meeting voting on the iPad



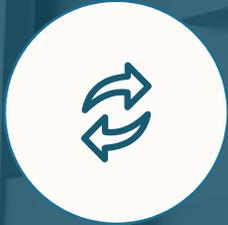
Granicus Encoding Appliance

The Granicus Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with superior live and on-demand webcasting performance. The hardware is pre-configured and delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.

- Provides live and on-demand streaming – online and via mobile devices
- Remote systems monitoring and Granicus maintenance updates
- Up to 2TB of local storage (approximately 2,000 hours of archive content)
- Facilitates internal streaming across your local area network (LAN) – up to 50 concurrent viewers
- Supports extraction and display of embedded closed captions to help maintain ADA compliancy
- Faster archive upload times, less video buffering
- H.264 video codec encoding
- HTML5 and Flash compatible streaming delivery



Granicus' hosted infrastructure supports the encoding appliance and offers unlimited bandwidth, storage and the highest security standards through a cloud-based platform. Our remote, proactive system monitoring guarantees faster response time, predicts problems before they arise, and helps reduce the cost of IT support and maintenance. The Granicus team works around-the-clock to ensure your applications are protected and operating smoothly. This ensures long-lasting success with our technologies while maximizing your solution's performance.



Granicus® SDI Encoding Appliance

Hardware as a Service for Government Webcasting

The Granicus SDI Encoding Appliance supports Granicus' current and future software platforms and encoding formats. It has been rigorously tested and certified to work with Granicus technology. Device pre-configurations allow customers to get up and running quickly while maintaining the highest level of service at a low monthly cost.

The Granicus Customer Care team leverages a suite of tools that allow us to proactively monitor, maintain and support the appliance. Full patch management of Granicus software and the operating system eliminates any maintenance burden placed on government IT staff, including contacting multiple vendors for support.

As a fully-managed solution, Granicus will provide customers with all necessary upgrades, repairs or replacements to ensure that the appliance works effectively on the Granicus platform. To help maintain ADA compliance, the Granicus SDI Encoding Appliance supports extraction and display of embedded closed captions.

Optimized Streaming Platform

The Granicus SDI Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with a complete streaming solution. Each pre-configured appliance is delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.

This appliance is included with the Government Transparency Suite and can be added to the Granicus Open Platform.

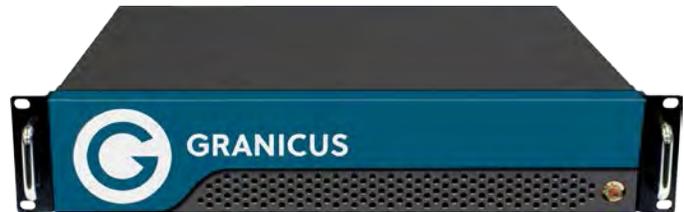
Granicus SDI Encoding Appliance

Local distribution & storage

The SDI Encoding Appliance can be configured to support local live and on-demand streaming for up to 50 concurrent users. For organizations that require enterprise-class distribution, Granicus' Performance Accelerator distributes hundreds of simultaneous local streams with minimal network impact.

Each device is equipped with 2 TBs of local storage, or roughly 4,000 hours at standard bit rates. Granicus provides unlimited cloud content storage and retention.

The Granicus SDI Encoding Appliance is lightweight and small enough to fit in any server rack. Encoder noise has been addressed as well. With a sound output less than 65db, the Granicus SDI Encoding Appliance is considerably quieter than standard off the shelf encoding hardware.

Front View

Rear View


Hardware Specifications

Dimensions	<ul style="list-style-type: none"> • 17.7"D x 17.2"W x 3.5"H • 2U rack mountable chassis 			
Weight	<ul style="list-style-type: none"> • 35 lbs 			
Power		Idle	Load	Startup
	Watts	40	120	96
	Amps	0.226	0.965	0.755
	kVA	0.04	0.120	0.096
	BTU/hr	136	408	326
Connectivity	<ul style="list-style-type: none"> • Ethernet: 2 auto-detecting x 1 Gbit ports 			
Storage	<ul style="list-style-type: none"> • Up to 2TB capacity • 4000 hours at standard bit rates 			
Hardware Warranty	<ul style="list-style-type: none"> • Granicus customer lifetime (managed hardware) 			
Optional Components	<ul style="list-style-type: none"> • Rail kit * • Tower conversion kit * 			
Management	<ul style="list-style-type: none"> • Full remote management, monitoring patching & reporting 			

Granicus SDI Encoding Appliance



Adobe Flash Player


Audio/Video Specifications

DIGITAL ENCODING APPLIANCE

Video	<ul style="list-style-type: none"> • SDI (BNC)
Audio	<ul style="list-style-type: none"> • Embedded audio on channel 1,2,3 or 4

Streaming Specifications

Live Streaming	<ul style="list-style-type: none"> • Static public IP address • Inbound pull over TCP Port 8080 (port changed upon request) • 650 Kbps upstream ** • Unlimited viewers
Encoding Formats	<ul style="list-style-type: none"> • Microsoft® Windows Media® (Silverlight®) • H.264 for Adobe® Flash® Player • H.264 in HTML (iOS and Android devices)
Local Distribution	<ul style="list-style-type: none"> • Live and on-demand (directly from Granicus Encoding Appliance) • 50 maximum concurrent streams

* Additional charges may apply

** Higher bitrates available, requires additional bandwidth

VoteCast for iLegislate

Traditional methods of recording votes can be cumbersome for legislative staff, oftentimes slowing the pace of public meetings. As part of the Granicus Meeting Efficiency toolset, iLegislate® + VoteCast™ on iPad or Android device modernizes the voting process by eliminating the tedium of hand counting, paper voting, and the use of outdated standalone systems.

- Easy one-touch voting
- Real-time meeting synchronizing
- Paperless exploration of voting item details, text, and history
- Maintain perfect voting accuracy
- Track meeting progress as it occurs
- Request to speak functionality & management
- Review detailed snapshot of item status, speaker queue, motion, mover, seconder
- Instantly send vote tabulations to digital meeting minutes & public displays

iPad 2 or newer works with software. Client is responsible for purchasing iPad. Granicus does not provide iPad hardware.*



iLegislate®

Granicus' paperless agenda application, iLegislate®, enables governments to review meeting agendas, supporting documents, and archived videos over iPad® or Android tablet. iLegislate is a free app that can be downloaded from iTunes or the Google Play Store, and works with any Granicus suite. Suite integrations increase data access and add functionality such as digital one-touch meeting voting.

[Click here](#) for more information on iLegislate.

- Convenient access to meeting agendas and supporting documents
- Reduce paper consumption and move to a paperless environment
- Explore agendas and attachments offline and on-the-go
- Easily take notes and email agenda items
- View indexed, archived meeting videos
- Public opinion placed at elected officials' fingertips (with Citizen Participation integration)
- Real-time meeting voting (with Meeting Efficiency integration)



Professional Services

In order to ensure a successful implementation and user experience, Granicus provides professional services with each solution. Below is a list of the requisite professional services for your solution.

Open Platform	
Deployment	The Media Manager site will be enabled and all initial configuration done, readying it for use.
Design Services	All standard templates will be adjusted to meet look, feel, and functionality needs.
Self-Paced eLearning	Access to an online training course library, providing a self-paced learning environment with unlimited uses will be provided.

Meeting Efficiency Suite	
Minutes Template	A template that defines the minutes' appearance and functionality will be adjusted to utilize best practices and automated workflows for your solution.
Minutes Workflow Configuration	The suite and the training approach will be adjusted based on information disclosed in a needs analysis teleconference.
Web Training	Primary users will be provided live web-based training by a Granicus certified trainer. There are six training sessions: basic pre-meeting & meeting, basic post-meeting, Meeting Efficiency pre-meeting & meeting, Meeting Efficiency post-meeting, and two refreshers around the Meeting Efficiency Suite go-live launch.

VoteCast	
Installation	The preconfigured VoteCast Station, VoteCast Display, and Public Display will be remotely installed.
Workflow Configuration	VoteCast system settings will be adjusted based on workflow analysis calls.
Meeting Server Configuration	The backend settings will be configured based on network and infrastructure review to meet optimal systems needs.
Onsite Training	Two days of in-person training for clerks and staff, hands-on training for primary voting members is provided. Onsite go-live support is provided if the training coincides with the go-live date.



Bedford

Scope of Work Proposal

Meeting Efficiency and VoteCast Suites

Document Version 1.1

(CONFIDENTIAL)

- Set upon publish -

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1. PURPOSE AND USAGE

Bedford ("Client") has selected Granicus, Inc.'s ("Granicus") Meeting Efficiency and VoteCast as the platform for automating its live and post-meeting management processes. The solution will assist elected officials, client staff, and constituents through the use of motion and vote services, speaker management functionality, and tools for audience awareness as well as minutes production and publication capabilities.

The purpose of this document is to define the goals, scope, specific deliverables, and timelines associated with the delivery of the SaaS application software and implementation services by Granicus. The content of this document is subject to review by both Granicus and the Client.

Once the Services Agreement ("Agreement") is executed by both Granicus and the Client, the Granicus project management and deployment team will contact the Client project team to discuss project logistics and potential start dates and timelines. Once a project start date has been determined, resources will be assigned and scheduled to begin the delivery of the services.

2. ASSUMPTIONS

This Scope of Work is based upon the below assumptions being true and accurate. If for some reason these assumptions prove false, it may result in a scope change and an impact on the proposed project cost and timeline for delivery. The assumptions and time estimates are based on similar projects and on the Client's known requirements. The time estimates are for initial pricing and project planning, as this is a fixed fee proposal and services to complete the deliverables as defined are included.

2.1 Global Assumptions

1. All future meeting and non-meeting content will be imbedded in Client's view page.
2. The VoteCast display CPU will require:
 - a. A projector or LCD monitor that is visible to the audience,
 - b. The display must have the capability to accept a VGA connection or a Dell display port,
 - c. The Client is responsible for procuring the display as well as appropriate connectors, and
 - d. Power for the display.
3. VoteCast will require:
 - a. Physical space on the desk or meeting table for the voting members to use Android tablets, iPads, and/or computer workstations (i.e., VoteCast voting machines),
 - b. A network port or wireless network for voting machines,
 - c. A wired network that supports a connection between the VoteCast voting machines and the encoder, and
 - d. Power for the voting machines.
4. Client shall provide all information, data, and documentation reasonably required by Granicus to deliver the services, products, and system. With respect to any software, documentation, interfaces, data, or specifications

supplied by the Client, the Client warrants to Granicus that it has the right to use and to disclose to Granicus all Client information so provided.

5. Granicus believes the proposed components to be compatible with the Client's IT environment and hardware, but has not tested the software with all aspects of the Client's IT environment.

2.2 Project Management Assumptions

1. Success of the project is dependent on both Granicus and the Client's commitment to collaborating on and performing the tasks and obligations described in this Scope of Work. Granicus assumes that the Client will provide reasonable turnaround time (to be mutually agreed upon) on critical decisions, essential information, and approvals that are required to continue with work in progress or that is critical to meeting a deliverable due date. Granicus expects that a decision will be elevated to the appropriate Client management level to make a decision in a timely manner.
2. Client will perform its obligations and render the assistance described in this Scope of Work in a timely manner and in a manner as to adhere to the final schedule. In the event that Granicus is delayed or prevented from performing its obligations, to the extent that the delay is caused by factors beyond the reasonable control of Granicus, including without limitation, the inability of The Client to perform its responsibilities (i.e. finalizing the requirements) in a timely manner, Granicus will be entitled to an equitable adjustment in the timetable and compensation as set forth in the Agreement.
3. Project initiation will occur upon signature of the Agreement by both parties. All dates in this Scope of Work are subject to a mutually agreed upon schedule after execution of the Agreement. Please see Section 9 for further details.
4. Granicus will provide status reports as needed to the Client Project Manager.

2.3 Staffing Assumptions

Below is an outline of the key project team members for a successful Meeting Efficiency and VoteCast implementation. The goal is for the Client to build a successful project team and for all involved to understand the project plan and scope so realistic expectations are set from the start. Prior to any training, Granicus will work with Client staff to create and deliver user profiles, user groups, and training documentation to ensure that the training instruction is as effective as possible for each role.

Key Granicus Team Members

1. Granicus has assigned a Project Manager for this effort. The escalation process in the event of the Project Manager's inability to respond to Client needs will be directly to Granicus' Director of Professional Services (please email implementation@granicus.com to contact the Director of Professional Services).
2. Granicus will assign the following team roles to the Client implementation:
 1. Account Manager/Sales Executive
 2. Designer
 3. Solution Validation Engineer
 4. Product Trainer

The Granicus Project Manager and the Client's Project Manager will facilitate and coordinate all activities and communications between the Granicus team and the Client team. Granicus representatives may contact Client participants directly regarding project issues, as warranted and approved by the Project Managers.

Key Client Team Members

It is important for the Client to create a solid project team for a successful Meeting Efficiency and VoteCast implementation. Below are the recommended project team members:

1. **Project Manager:** The Project Manager should be someone who manages the Client team's performance of project tasks and secures acceptance and approval of deliverables from the Client stakeholders. The Project Manager is responsible for communication, including status reporting, risk management, escalation of issues, and, in general, making sure the project is delivered on schedule and within scope. The Project Manager's responsibilities will also include, but not be limited to:
 1. Collaboration with Granicus resources on the project schedule deliverables;
 2. Coordination with key stakeholders, representatives, and decision makers;
 3. Facilitation of timely decision-making and resolution of issues; and
 4. Coordination of Client resources for decision-making, project management, testing, training, etc.
2. **Granicus Solution Administrator:** The Solution Administrator should be a person who has good overall knowledge of the Client's legislative workflow: from the approval process of legislation to the creation of minutes. This person should consider him or herself computer savvy and ideally have a good working knowledge of any existing elements of a Granicus solution. The Solution Administrator's responsibilities will also include, but not be limited to:
 1. Collaboration with Granicus resources on the project schedule deliverables; and
 2. Coordination with key stakeholders, representatives, and decision makers.
3. **IT Lead:** The IT Lead works closely with the Project Manager to ensure that Meeting Efficiency and VoteCast are deployed properly and helps solve IT issues that might arise.
4. **Clerk:** It is important that the Clerk is an integral part of the Project Team to be the expert on the legislative process of the Council, from the approval process of legislation to the creation of minutes. This person will also be responsible for indexing the recording during the meeting if video/audio recording is involved.
5. **Committee Representative:** The Committee Representative will be the expert on the committee process of agenda and minutes creation.
6. **Backup Solution Administrator:** This Backup Solution Administrator will serve as the backup to the Solution Administrator and preferably has a solid understanding of the legislative process of the Client jurisdiction—from the approval process of legislation to the creation of minutes—as well as a good level of technological skills.
7. **Video Indexer:** Should the solution include video, the Video Indexer will be indexing/time-stamping the video in LiveManager if the Clerk cannot. This person can be from the Clerk's staff or a member of the A/V team depending on the Client's unique workflow.

2.4 Training Assumptions

1. Clients who use iPad and Android voting will be provided with online training resources. Clients who use VoteCast Classic (CPU, non-tablet version) will be provided with onsite, instructor-led training as well.
2. For VoteCast Classic:
 1. Client will have appropriate staff members attend and participate in the training sessions as to allow the training sessions to be completed in the time designated in the project plan. It is critical that senior personnel from the Client attend all necessary training in that they will be the people that the junior people come to for assistance.
 2. Granicus assumes that the Client will provide a training facility suitable for those purposes and in a timeframe supported by the project plan.
 3. Granicus will provide the Client with information on how to set up Client computers for Meeting Efficiency and VoteCast training. Client will follow instructions on how to prepare computers for training prior to the Granicus Trainer's arrival onsite.
 4. Granicus requires that all Client personnel participating in the system training be proficient on Windows, i.e. familiar with drop down menus, mouse navigation, etc. Granicus' experience has shown that without such training, the system training can be disruptive for the other staff and the trainer.
 5. Granicus will train a core group of users onsite. These users will be responsible for educating others within the Client organization after formal Granicus training ends (the "train-the-trainer" approach).

2.5 Scope and Cost Assumptions

1. Both Granicus and the Client will follow a Change Order Process for handling any work that is not defined in this Scope of Work. The Change Order Process is jointly managed by the Project Managers. All changes must be documented in a Change Log, and approved by both parties prior to work being undertaken.
2. Requested Client changes to the deliverable template may increase project costs or introduce timeline delays.

3. BUSINESS OBJECTIVES

The business objectives to be achieved by this project are as follows:

1. Streamline live meeting processes into a workflow that combines minutes with meeting recordings.
2. Perform tasks associated with capturing and publishing minutes electronically.
3. Record roll call, agenda items, speakers, motions, votes, and notes through a simple interface.
4. Integrate VoteCast to enable real-time meeting voting and recording on the touch-screens (VoteCast Classic) or iPad and/or Android voting machines.
5. Allow the public to track legislation, ordinances, and voting member records through Client website.
6. Allow elected officials to participate in public meetings using touch-screen displays to record motions and votes as well as request to speak.

7. Enable viewing of full agendas, supporting materials, the current item, speakers, and vote results on the touch-screen display.

8. Substantially reduce hardcopy printing of documents related to meetings.
9. Provide training for all stakeholders through a "train-the-trainer" concept.
10. Provide integration with the public interface for legislation-related information.

4. PROJECT PHASES

Project deliverables are defined according to the project phase. The project will be broken into the following primary phases:

1. **Pre-Deployment Activity:** Granicus works with the Client to gather general technical information and analyzes existing technology set-up to ensure that the proposed project meets all requirements necessary to delivering a successful Granicus solution.
2. **Deployment Phase and Project Kick-off:** Granicus will deliver a project timeline that clearly outlines deployment milestones and assigned roles.
 1. Key project stakeholders from the Client side will be required to attend this call.
 2. Project timeline will be delivered (within 48 hours).
3. **Final Validation/Deployment Completed:** This milestone is the final point of sign-off for any last-minute changes or approval by multiple stakeholders that the project requires. By this stage, the solution will be fully operational.
4. **Training:** The assigned Product Trainer will work with Client on full product training, including: two (2) days of onsite training with meeting support for staff and elected officials on VoteCast Classic.
5. **Live Operations Begin/Scope of Work Completed:** In this final stage of the implementation, the Client will begin using its solution. Information on how to access Granicus support documents and staff will be provided.

5. SCOPE OF WORK

5.1 In Scope

1. One (1) minutes template to be installed on an unlimited number of computers. Granicus' best practice is to limit installation to those users who will be modifying the minutes (generally, this means two to three employees).
2. Time stamping and indexing on agendas and minutes.
3. Configuration and support for one (1) meeting body. This implementation plan includes training for one primary legislative meeting body (i.e., Council, Board of Education, etc.). If the client has multiple meeting bodies that follow the same workflow and that use the same agenda/minutes format, they are considered one (1) additional meeting body.
4. Automation of the following business processes to support a streamlined workflow, with modifications to achieve the best practices as necessary:
 1. Motions and votes will be populated automatically into the Word add-in.
 2. Notes Section
 3. Roll Call
5. A voting member is defined as someone who will have access to a voting machine, but may not necessarily vote. The VoteCast solution includes:

1. Hardware configuration, installation, and maintenance for:
 1. VoteCast Tablets and Stations for voting members, and
 2. One (1) VoteCast Display and Central Processing Unit (CPU)
2. VoteCast software configuration, installation, and maintenance as included in the upfront and monthly managed service fees.
6. Training for stakeholders.
7. Access to reference and support materials and documentation.
8. Integration with existing Granicus content.
9. Issue support for user acceptance testing.
10. Integration and validation with existing Granicus solution.
11. One (1) view page. This view page will be "sectioned" out by Meeting Body or calendar year based upon client preference. Standard view pages do not include these sections.

Note: different design elements of different solution components have different configuration options that can be selected by the Client and implemented by the Granicus Project Team. If the Client has any questions regarding the design of the solution, the Client should contact the Project Manager for additional information.

12. API Integrations.
 - a. Granicus makes available the use of its various APIs to its Clients to enable them to extend their Granicus data in a variety of ways. Examples include leveraging the API to import data from a third party system into Granicus and, conversely, exporting data to a third party system.
 - b. Granicus will deliver access to its APIs, as well as any existing documentation, to the Client upon request.

5.2 Out of Scope

This section captures the most common out-of-scope scenarios that Granicus encounters during the lifecycle of any given project. This list is not comprehensive and any work not clearly defined in the project scope above may be considered out-of-scope at Granicus' discretion. Granicus remains dedicated to Client success and satisfaction with its Granicus solution and welcomes discussions with the Client on how best to achieve any out-of-scope requests. Granicus will not engage in any out-of-scope work without prior written approval from the Client.

1. Additional equipment, templates, production environments, or other configuration services above the quantities listed in section 5.1 above.
2. Sectioned/customized view pages that have embedded video players and/or customized graphics, animations, or interactions.
3. Onsite Encoder Installation
 - a. Granicus performs installation work and support of installation work of its Encoders remotely. Consult your Sales Associate or Account Manager for details and pricing for onsite installation.
4. Data conversion, porting of data, and migration of historical data into Granicus.

- a. A data conversion/migration is defined as a service whereby the Client requests Granicus to move, convert, upload, or otherwise "make available" any data not originally generated by a product to appear or be utilized in a Granicus product.
 - b. Common scenarios include (but are not limited to):
 - i. Moving previous video data captured by another system or process into Granicus software.
 - ii. Moving or converting previous agenda, minutes, legislation documents, attachments, or data into Granicus software.
 - c. Any potential data migrations are considered out-of-scope and require additional assessment, as well as a separate project scope. Data migrations are billed by a combination of flat fees, as well as the current professional services rate per hour. Consult your Sales Associate or Account Manager for details.
5. Creation of sectioned view pages or custom design work related to the Client's iFraming of the view page into its official website.
 - a. Custom design work is defined as work that requires modifications to the core application code in order to achieve a desired format or purpose. A sectioned view is defined as a customized view page that allows the Client to organize its meeting content by year and/or meeting body, making it easier for citizens to view and navigate through its publicly facing archives. (This is opposed to a standard view page that lists all archives in one, chronological table)
 - b. In general, modifications to formatting (font, size, justifications) or hiding or moving certain data elements are not considered custom design work, and are thus considered 'in-scope'.
 - c. The creation of any custom design work is considered out-of-scope and requires a separate assessment and project scope. Billing for custom reports is assessed on an hourly basis at the current professional services rate. Consult your Sales Associate or Account Manager for details.
6. API Integrations.
 - a. Examples of out-of-scope API requests include, but are not limited to:
 - i. Requests to make modifications to API functionality to accommodate any third party integration.
 - ii. Any feasibility/data gap analysis to determine whether or not an API will be suitable for any Client integration or business need.
 - iii. Any custom programming/configuration done by a Granicus staff member or contractor to accomplish or in pursuit of accomplishing any API integration.
 - iv. Any request for support regarding a third party integration not created by Granicus or its contractors.
 - v. Any other API integration not clearly defined by this original scope of work.
 - b. Billing for out-of-scope API integrations is assessed on an hourly basis at the current professional services rate. Consult your Sales Associate or Account Manager for details.
7. Product changes or enhancements.
 - a. If the Client wishes to make a feature or product change request, it may do so at any time through its Granicus Account Manager, Granicus Client Care, or its Granicus Project Manager. Granicus, at its sole discretion, will then choose whether or not to implement any given product request.

- b. Any accepted feature request will be implemented within a manner, timeline, and fashion that are purely at Granicus' discretion.
- c. Any product change or enhancement not currently existing or not explicitly listed in the project scope above at the time this Scope of Work is executed is considered out-of-scope.

6. PROJECT DELIVERABLES

6.1 Description of Deliverables

6.1.1 Meeting Efficiency

Meeting Efficiency is a live meeting workflow solution that combines minutes with a meeting's recording. It allows users to capture and publish minutes and record roll call, agenda items, speakers, motions, votes, and notes through a simple interface. After the meeting, users can finalize minutes quickly and easily. With VoteLog, the public can track legislation, ordinances and even voting member records through the Client's website. These products seamlessly integrate with agenda solutions already in place. The feature list includes:

- Meeting preparation tools
- Live minutes automation
- Quick notes and text expansion
- Minutes editing and publishing
- Linked minutes generation

6.1.2 VoteCast: Electronic Voting and Public Displays

VoteCast enables elected officials to participate in public meetings to record motions and votes as well as request to speak. Users can view full agendas, supporting materials, the current item, speakers, and vote results. Actions are recorded directly from elected members and a public display shows the current item, vote results, a speaker timer, and more. The system includes a digital speaker queue, vote automation, and the ability to review paperless agenda packets. Elected officials can use Granicus-provided hardware, which includes either a tablet computer with a docking station or an ultra-small, form factor Dell CPU and touch-screen monitor, depending on Client preference. VoteCast Classic is a highly configurable system that provides many custom options, some of which include:

- Ability to show or hide live vote results, including a numerical tally for elected officials or the meeting chair. This can be done during the live vote or after it has been completed.
- Vote types ("Yes" or "Yay", "No" or "Nay", etc.) (VoteCast Classic-only)
- Show or hide motion information and mover/seconder buttons (VoteCast Classic-only)
- Ability to view supporting document attachments
- Customized elected official names
- Display the speaker queue and speaker timer
- Ability for meeting chair to have controls such as start/stop/reset vote, call speakers, etc.

6.1.2.1 Meeting Room Public Display

The Clerk has complete control over the live meeting data entry, notes and actions. All of this meeting data (e.g. current item, vote results, speakers, etc.) can be pushed to the public display interface. The public display is designed to keep people in the meeting chamber, TV viewers, and the Web audience up-to-speed on meeting action.

7. PROJECT DELIVERABLES REVIEW AND APPROVAL

All deliverables must be signed off on by the Client Project Manager before they will be considered complete and final. Sign-off is defined as the delivery of written or electronic approval and acceptance of the deliverables. The Client Project Manager will manage the internal testing and review process to ensure completion with the Client project team. Pending support tickets, unresolved bugs, and additional design-related requests that are received after the post-training design call will not prevent a project from reaching final sign-off. Client will continue to receive full support from the Granicus Customer Care team after project closure.

8. PAYMENT SCHEDULE

Payment is to be made based upon the terms set forth in the Agreement.

9. GENERAL PROJECT TIMELINE, ASSOCIATED TASKS, AND PAYMENT MILESTONES

The milestones, tasks, and time estimates below are based on projects similar to the Client's known requirements. The time estimates are for initial pricing and project planning only. Payment milestones are based on prior communication and agreement with the Client.

#	Milestone (in bold) or Task Name	Resource(s)	Description	Duration
1	Pre-Deployment Activity Phase	Client, Granicus	Tasks completed before official project initiation to ensure smooth and successful project deployment.	6 days

2	Send Technical Solution Guides: Meeting Efficiency Solution, Live Manager, VoteCast Solution	Granicus	Granicus PM will email the technical solutions guide for the Meeting Efficiency and VoteCast solutions. The guides detail all system pre-requisites and security requirements for installing the hardware and related applications that will need to be installed on the Client's computers.	1 day
3	Solution Validation Call	Client, Granicus	The Solution Validation Call is the opportunity to discuss the Client's current workflow process and existing technology set-up, as well as to ensure that the proposed plan meets all requirements necessary to deliver a successful Granicus solution. At a minimum, the Client PM, Client Solution Administrator, and Client IT Lead should participate in the call.	1 day
4	Review VoteCast Display Format with Audio and Video Team	Client, Granicus	Granicus PM and Client's A/V team will work together to confirm the following parameters for the VoteCast display: <ul style="list-style-type: none"> I. Aspect Ratio II. General Aesthetics 	1 day
5	Service Agreement Executed	Client, Granicus	Joint execution of service agreement by legal representatives is required before the project can proceed.	1 day
6	Billing Milestone 1	Granicus, Client	Granicus will invoice and Client agrees to pay the first installment as per the Agreement	
7	Deployment Phase	Client, Granicus	The majority of software installation and configuration occurs during the Deployment Phase. (Time estimate based on Granicus' and Client's availability.)	60 days
8	Schedule Project Kickoff Call	Granicus	Granicus will reach out to Client PM to schedule the Project Kickoff Call (see below).	.25 days

9	Email Kickoff Call Agenda and related material	Granicus	Granicus will email the Client Project Manager the Kickoff Call agenda and all related documentation in preparation for the Kickoff Call.	1 day
10	Kickoff Call	Client, Granicus	<p>The primary goal of the Kickoff Call is to bring all project stakeholders together and establish the timeline for all related project milestones. In addition, it is the official transition from the Sales team to the Implementation team. The Granicus Project Manager will lead the call after the proper introductions have occurred. All project stakeholders should participate in the Kickoff Call.</p> <p>The outline below covers a high-level overview for the call. Granicus will provide a complete agenda for the Kickoff Call in advance.</p> <ul style="list-style-type: none"> I. Client and Granicus Team Introductions II. Review solution details III. Identify/solidify Client resources <ul style="list-style-type: none"> a) Desktop Support b) Security/Network c) Audio and Video Specialist IV. Present outline of project plan, both milestones and tasks V. Set appropriate dates for project plan with all stake holders for all relevant project milestones <p>Design</p> <ul style="list-style-type: none"> · Public-facing Components Review <p>VI. Schedule check-ins between Granicus Project Manager and Client Project Manager.</p>	1 day

11	Email Training Plan and Agendas (VoteCast Classic)	Granicus	The Granicus Trainer will follow up the training discussion on the Kickoff Call with an email to the Client PM detailing the proposed training plan and agenda (VoteCast Classic Clients only).	1 day
12	Order Hardware (as necessary)	Granicus	Granicus will order and configure hardware as necessary.	3 days
13	Complete Public-facing Components Design Call	Client, Granicus	This call's purpose is to finalize all design aspects of the Granicus webpage, aka "view page", portal. Client PM, Granicus Design, and Granicus PM are required attendees on this call. Other stakeholder attendees will be determined and communicated with in advance.	1 day
14	Deliver Technical Requirements for LiveManager	Granicus	Granicus PM will provide a document detailing the technical requirements for the Word add-in to Client IT Lead.	1 day
15	Installation of Voting Hardware	Client	After Client receives equipment, Client IT Lead will install the voting hardware and VoteDisplay, including power and Ethernet connection, and confirm that Granicus has remote access.	1 day
16	Configuration of Voting Hardware	Granicus	Granicus PM will install and test VoteCast software on the voting hardware and VoteDisplay.	1 day
17	Complete System Validation	Granicus	Granicus PM will conduct complete system testing to confirm all systems are working as expected.	1 day
18	Complete Technical Deployment	Client, Granicus	<p>Granicus and Client will meet to review and approve the technical deployment to ensure that all technical scope deliverables have been successfully completed and delivered in preparation for training, including:</p> <ol style="list-style-type: none"> 1. Encoder Functionality (Live Streaming and Archived Recording) 2. VoteCast Installation on Designated Workstations 3. VoteCast Display Functionality 	1 day

19	Billing Milestone 2	Client, Granicus	<p>Granicus will invoice and Client agrees to pay the second installment as per the Agreement</p> <p>Commencement of managed service fees as per the Agreement begins, prorated from the date of Deployment Completed.</p>	
20	Training (VoteCast Classic only)	Client, Granicus	Granicus will provide onsite training to staff and elected officials on the VoteCast system in addition to onsite meeting support.	2 days
21	Meeting Efficiency Training	Client, Granicus	Meeting Efficiency training will be provided.	1 day
22	Final Solution Acceptance Meeting	Client, Granicus	The purpose of this meeting is to review the entire project scope and deliverables and ensure complete client satisfaction.	1 day
23	Live Operations Begin/Scope of Work Completed	Client	This is the official go-live date when meeting bodies will be using the Meeting Efficiency and VoteCast solution during a live meeting.	0 days

Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:
 - Over 1,000 clients in all 50 states, at every level of government
 - Over 31 million government webcasts viewed
 - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Exclusive provider of the iLegislate iPad application that allows users to review agendas and supporting materials, bookmark and take notes on items, stream archived videos, and review community feedback
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen engagement services
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 98.5% client retention rating
- One of the 100 companies that matter most in online video by Streaming Media magazine
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: <http://www.granicus.com/customers/case-studies/>

Proposal Terms and Conditions

- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality
- Fifty percent (50%) of all up-front fees for all products are due upon Granicus' receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of that product.

Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined below. Client shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, Client will be billed annually in advance. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. Granicus oftentimes sells multiple software suites in one transaction. For Clients that have purchased multiple suites, Granicus reserves the right to start invoicing on a per suite basis when considered delivered.

- For existing clients, the costs associated with this proposal or purchase order are in addition to client's existing services.
- If Client's solution requires any onsite training, Client agrees to pay travel expenses for Granicus employees (including but not limited to airfare, lodging, meals) not to exceed two thousand dollars (\$2,000.00) per trip.
- If multiple products are included in this proposal, product scope of work timelines might not run parallel to each other and extend the time of the overall project.



Council Agenda Background

PRESENTER: Michael Wells, City Secretary

DATE: 09/27/16

Council Mission Area: Encourage citizen involvement.

ITEM:

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

City Attorney Review: N/A

City Manager Review: _____

DISCUSSION:

The Council interviewed applicants to serve on Bedford's Citizen Boards and Commissions on September 14, 2016. Additionally, there were several incumbents who reapplied for their current Board or Commission seat or a seat on another Board or Commission as indicated in the list provided to Council during the interviews.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution appointing members to Bedford's Citizen Boards and Commissions.

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A