A M E N D E D A G E N D A

Regular Meeting of the Bedford City Council
Tuesday, September 8, 2020
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021

Council Chamber Work Session 5:30 p.m.
Council Chamber Regular Session 7:30 p.m.

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

In order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID19), there will be no public access to the location described above. Residents interested in the meeting can watch it live on the City's website at https://bedfordtx.gov/250/City-Council-Meetings-Online or tune in to channels 16 (Spectrum) or 99 (AT&T).

The agenda packet and meeting information are posted online at https://bedfordtx.gov/AgendaCenter/City-Council-2. You may provide written comments on specific agenda items prior to the meeting by filling out the Comment Form at https://bedfordtx.gov/FormCenter/City-Council-11/City-Council-Meeting-Sign-Up-Form-51, emailing citysecretary@bedfordtx.gov or calling 817-952-2104. You may also use the Comment Form to sign up to speak on specific agenda items during the meeting by phone. You must provide a valid phone number and you will be called during the meeting at the appropriate time. All comments and requests to speak need to be received by 3:00 p.m. the day of the meeting.

WORK SESSION

- **Discussion regarding options for the Solid Waste and Recycling Agreements with Republic Services.**
- **Discussion on the capital equipment replacement schedule and subsequent funding strategies.**
- **Follow-up discussion on viability plans for a meeting/entertainment venue(s).**

EXECUTIVE SESSION

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

a) **Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Block 2, Lot 1, Bedford Baptist Temple Sub.**
b) **Pursuant to Section 551.087, deliberation regarding economic development negotiations – discussion on the Economic Development Program Agreement with Suns Field Development pursuant to Chapter 380 of the Texas Local Government Code. *Item requested by Mayor Boyter**
c) **Pursuant to Section 551.087, deliberation regarding economic development negotiations – update on all Economic Development Program agreements pursuant to Chapter 380 of the Texas Local Government Code. *Item requested by Mayor Boyter**

d) **Pursuant to Section 551.074, personnel matters – evaluation of the Interim City Manager. (Amended Item)**

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION

PLEDGE OF ALLEGIANCE

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 (*Consent items are deemed to need little Council deliberation and will be acted upon as on business item. Any member of the City Council may request that an item be withdrawn from the Consent Agenda and placed before the City Council for full discussion. Approval of the Consent Agenda authorizes the City Manager, or a designee, to implement each item in accordance with staff recommendation.)*

1. **Consider approval of the following City Council minutes:**
   a) **August 24, 2020 regular session**

2. **Consider a resolution authorizing the Interim City Manager to amend the current contract with Dr. Sharon Malone, M.D. and Questcare Medical Services to provide medical control services for the City of Bedford's emergency medical operations in the amount of $67,500 through September 30, 2023.**

PERSONS TO BE HEARD

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

   a) **Celeste Wilson, 908 Crestview Drive, Bedford, Texas 76021 – Request to speak to Council regarding Generations Park and the baseball fields.**

NEW BUSINESS

4. **Consider an ordinance authorizing and allowing, under the act governing the Texas Municipal Retirement System, "Updated Service Credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Bedford; providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the City; providing for participation of the City in the supplemental death benefits fund of the Texas Municipal Retirement System, to provide certain in-service death benefits for employees of the City and, establishing an effective date.**

5. **Consider an ordinance authorizing and allowing, under the act governing the Texas Municipal Retirement System, "Restricted Prior Service Credit" to employees who are members of the system for service previously performed for various other public entities for which they have not received credited service; and establishing an effective date.**

6. **Consider a resolution authorizing the Interim City Manager to enter into a service agreement with Baker Tilly to perform an efficiency study.**

7. **Consider a resolution authorizing the Interim City Manager to purchase equipment to enable firefighters and paramedics to respond more safely and efficiently to incidents involving COVID-19, from Stryker Medical as a sole-source vendor, and through the U.S. General Services Administration's Disaster Purchasing Program, in an amount not to exceed $129,118.**

8. **Consider a resolution approving the Cultural Commission Strategic Plan for fiscal years 2021 through 2024.**

9. **Consider a resolution authorizing the Cultural Commission to paint a mural on the Roy Savage Pool building wall.**

10. **Consider a resolution approving a Signal Box Art Project to promote arts and culture.**

11. **Consider a resolution authorizing the Interim City Manager to enter into a contract with CMJ Engineering, Inc. for Construction Materials Testing (CMT) services in an amount not to exceed $460,190.80.**

12. **Mayor/Council Member Reports**

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

- ✓ **Animal Shelter Advisory Board**
- ✓ **Beautification Commission**
- ✓ **Community Affairs Commission**
- ✓ **Cultural Commission**
- ✓ **Economic Development Foundation**
- ✓ **Library Advisory Board**
- ✓ **Parks and Recreation Board**
- ✓ **Teen Court Advisory Board**
- ✓ **Senior Center Representative**

14. **City Manager/Staff Reports**
    a. **Update on Phase Next costs.**
    b. **Update on Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding.**

15. **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 4, 2020 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.)

AGENDA

Council Agenda Background

PRESENTER:	Meg Jakubik, Strategic Services Manager Jeri Harwell, Republic Services	**DATE:**	09/08/20

Work Session

ITEM:

Discussion regarding options for the Solid Waste and Recycling Agreements with Republic Services.

City Attorney Review: N/A

DISCUSSION:

The current contract with Republic Services for both Solid Waste and Recycling services expires on December 31, 2020. Jeri Harwell will present the terms offered by Republic Services to amend the current agreement for an additional five-year term for consideration by the City Council.

ATTACHMENTS:

N/A

AGENDA

Council Agenda Background

PRESENTER: Sean Fay, Fire Chief

DATE: 09/08/20

Work Session

ITEM:

Discussion on the Fire Department and Emergency Management capital equipment replacement schedule and subsequent funding strategies.

City Attorney Review: N/A

DISCUSSION:

The Capital Equipment Replacement Plan is designed to provide direction regarding the frequency and the cost of the replacement of capital equipment. The discussion will be focused on the addition of outdoor warning sirens, 800 MHz trunked radios, firefighter Self Contained Breathing Apparatus (SCBA) and other capital equipment items.

ATTACHMENTS:

PowerPoint

AGENDA

Work Session: Capital Equipment Replacement

Fire Department and Emergency Management

Capital Equipment Replacement Discussion

AGENDA

Work Session: Capital Equipment Replacement

Capital Equipment Replacement Plan

- Includes following Departments:
  - IT
  - Police
  - Fire
  - Public Works
  - Community Services
- Rolling five-year view
- Reviewed annually through regular budget process

CITY OF BEDFORD
EQUIPMENT REPLACEMENT
FY 2020-2021

Funding Sources:

(1) General Obligation Bonds
(2) Certificates of Obligation
(3) Revenue Bonds
(4) Street Improvement E.D.C.
(5) Water & Sewer Utility Repair Fund
(6) Equipment Replacement Fund
(10) PPF Contractual Obligation
(11) Cash
(12) Capital Lease
(13) Tax Note
(TBD) To Be Determined

PROJECT	TOTAL EST. COST	CURRENTLY FUNDED	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FUNDING SOURCE
INFORMATION TECHNOLOGY									
Public Safety MDC Replacement	200,000	Yes	200,000						11
Computer Replacement	80,000	No		20,000	20,000	20,000	20,000		TBD
MCRS Server	20,000	No				20,000			TBD
LaserFiche Server	20,000	No				20,000			TBD
POLICE									
Rifle Replacement (76)	73,000	Yes	23,000	25,000	25,000				11
Less Lethal Shotgun Replacement (15)	8,000	Yes	8,000						11
Shotgun Replacement (15)	7,000	Yes	7,000						11
City-wide Security Camera Systems	100,000	No			100,000				TBD
AV Upgrades (Police)	18,000	No			18,000				TBD
Traffic Motorcyle Replacement	90,000	No			90,000				TBD
FIRE									
Compressor for Self-Containted Breathing Apparatus	50,000	Yes	50,000						11
AED Replacement at City Facilities	55,200	Yes	13,800	13,800	13,800	13,800			11
Rescue Tools	200,000	Yes	40,000	40,000	40,000	40,000	40,000		11
Replacement M155	350,000	No		350,000					TBD
Plymovent System for Stations 1 & 2	110,000	No		35,000		75,000			TBD
Defibrillator Replacement (4)	380,000	No		190,000	190,000				TBD
Workout Equipment	40,000	No		10,000	10,000	10,000	10,000		TBD
New EMS 15	300,000	No			300,000				TBD
Extractors/Dryers	51,000	No			17,000	17,000	17,000		TBD
Training Room Technology & Furniture Update	30,000	No			30,000				TBD
Thermal Imaging Camera	20,000	No			10,000	10,000			TBD
Replacement Command	2,000,000	No				2,000,000			TBD
Replacement M153	350,000	No				350,000			TBD
PUBLIC WORKS									
Glance Preempt & Priority Field Monitoring Unit	229,800	Yes	229,800						4
Tandem Dump Truck	150,000	Yes	150,000						4
Sander	15,000	Yes	15,000						4
Tandem Dump Truck	150,000	Yes	150,000						11
Wachs Single Turner Valve Maintenance Skid	74,000	Yes	74,000						11
Brake lathe (Fleet)	10,000	No		10,000					TBD
Vehicle Lift (Fleet)	25,000	No		25,000					TBD

Work Session: Capital Equipment Replacement

Outdoor Warning Sirens (OWS)

- 10 fixed site units and 1 mobile unit (Total 11 units)
- Estimated replacement cost per unit
  - Between $35,000 - $50,000 each
    - 11 units = $385,000 - $550,000
- Estimated annual maintenance contract: $9,100 - $20,000
  - Annual inspection and diagnostics
- Current fleet is aging with increased instances of malfunctions
- Replacement strategy should begin at earliest opportunity
- Recommended strategy – replace 1-2 units per year

Work Session: Capital Equipment Replacement

Self Contained Breathing Apparatus (SCBA)

- Essential part of firefighter's personal protective equipment (PPE)
- Required for fire suppression incidents and all environments deemed Immediately Dangerous to Life and health (IDLH)
  - (NFPA, OSHA, TCFP)
- Current Fleet
  - MSA, purchased in FY 2015
  - Consists of pack and bottle
- Estimated life span
  - Pack recommended 15 years (Includes 3-4 NFPA technical updates)
  - Bottles must be replaced at 15 years
- Estimated replacement cost = $520,000
- Replacement should be entire fleet at once
- Replacement should take place FY 2030

AGENDA

Work Session: Capital Equipment Replacement

800MHz RADIO HARDWARE FLEET

- Fire
- Police
- Public Works
- Parks
- General government

Total fleet replacement:

- 400 units
- Replacement can be accomplished in phases
- Replacement should begin FY 2022
- Cost: Approximately $1.8 m

AGENDA

Work Session: Capital Equipment Replacement

Emergency Response Vehicles and other Equipment

AGENDA

Work Session: Capital Equipment Replacement

Fire Department Emergency Apparatus Replacement Schedule

- Fire Truck: 20 years (10 frontline, 10 reserve)
  - (2) Trucks; 1 frontline, 1 reserve
  - New purchase every 10 years
- Fire Engine: 15 years (10 frontline, 5 reserve)
  - (3) Engines; 2 frontline, 1 reserve
  - New purchase every 5 years
- Medic: 10 years (6 frontline, 4 reserve)
  - (5) Medics; 3 frontline, 2 reserve
  - New purchase every other
- Mobile Command Post (MCP), (1 frontline, no reserve unit)
  - New purchase every 20 years
- EMS 15 – currently in lightweight pickup, proposed rescue-style vehicle
  - 10 years frontline service
- Staff emergency response vehicles not part of Capital Equipment Replacement plan (Enterprise)

AGENDA

Work Session: Capital Equipment Replacement

Fire Department “Other Equipment” Replacement

- Physical fitness equipment
- Cardiac Defibrillator / monitor units (LIFEPak 15s)
- Rescue / extrication tools (jaws of life)
- Thermal Imaging cameras
- PPE Extractors and dryers
- Replacement public access automatic defibrillators (AEDs)
- Replacement fire station furniture and training room improvements

AGENDA

Work Session: Capital Equipment Replacement

Fire Department Equipment Replacement Plan

(Current)

PROJECT	TOTAL EST. COST	CURRENTLY FUNDED	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FUNDING SOURCE
FIRE									
Compressor for Self-Containted Breathing Apparatus	50,000	Yes	50,000						11
AED Replacement at City Facilities	55,200	Yes	13,800	13,800	13,800	13,800			11
Rescue Tools	200,000	Yes	40,000	40,000	40,000	40,000	40,000		11
Replacement M155	350,000	No		350,000					TBD
Plymovent System for Stations 1 & 2	110,000	No		35,000		75,000			TBD
Defibrillator Replacement (4)	380,000	No		190,000	190,000				TBD
Workout Equipment	40,000	No		10,000	10,000	10,000	10,000		TBD
New EMS 15	300,000	No			300,000				TBD
Extractors/Dryers	51,000	No			17,000	17,000	17,000		TBD
Training Room Technology & Furniture Update	30,000	No			30,000				TBD
Thermal Imaging Camera	20,000	No			10,000	10,000			TBD
Replacement Command	2,000,000	No				2,000,000			TBD
Replacement M153	350,000	No				350,000			TBD

AGENDA

Work Session: Capital Equipment Replacement

Discussion and Questions

AGENDA

Council Agenda Background

PRESENTER: Michael Boyter, Mayor	**DATE:** 09/08/20
Work Session	

ITEM:

Follow-up discussion on viability plans for a meeting/entertainment venue(s).

DISCUSSION:

This item is a follow-up to the discussion on the viability plans for a meeting/entertainment venue(s) from the Council meeting on August 11, 2020.

ATTACHMENTS:

N/A

AGENDA

From: Michael Boyter
To: Michael Wells; Cliff Blackwell
Subject: 09/08/20 City Council Meeting Agenda Item Request
Date: Wednesday, September 2, 2020 8:56:14 AM

Michael,

Please add an item to the Executive Session portion of the City Council meeting to be held on September 8, 2020 to discuss the status of all 380 Agreements by the City.

If you have any questions about this, feel free to ask. Thanks.

Michael
--
Michael Boyter
Mayor
City of Bedford
2000 Forest Ridge Drive, Bedford, TX 76021-5713
Office: 817-952-2108 | Fax: 817-952-2103 | Michael.Boyter@bedfordtx.gov

AGENDA

From: Michael Boyter
To: Michael Wells; Cliff Blackwell
Subject: 09/08/20 Council Meeting Agenda Item Request
Date: Wednesday, September 2, 2020 8:53:29 AM

Michael,

Please add an item to the Executive Session portion of the City Council meeting on September 8, 2020 to discuss the 380 Agreement with the Padia's regarding the use of Meadowpark ballfields.

If you have any questions, feel free to ask. Thanks.

Michael

--

Michael Boyter
Mayor
City of Bedford
2000 Forest Ridge Drive, Bedford, TX 76021-5713
Office: 817-952-2108 | Fax: 817-952-2103 | Michael.Boyter@bedfordtx.gov

AGENDA

Council Agenda Background

PRESENTER: Michael Wells, City Secretary **DATE:** 09/08/20

Minutes

ITEM:

Consider approval of the following City Council minutes:

a) August 24, 2020 regular session

DISCUSSION:

N/A

ATTACHMENTS:

August 24, 2020 regular session

AGENDA

Council Minutes August 24, 2020

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 7:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 24th day of August, 2020 with the following members present:

Michael Boyter	Mayor
Tom Burnett	Councilmembers
Dan Cogan (via videoconference)	
Ruth Culver	
Rob Gagliardi	
Amy Sabol	
Rusty Sartor	

constituting a quorum.

Staff present included:

Cliff Blackwell	Interim City Manager
Matt Butler (via videoconference)	City Attorney
Michael Wells	City Secretary
Stephanie Ayers	Human Resources Director
Sean Fay	Fire Chief
Jeff Gibson	Police Chief
Meg Jakubik	Strategic Services Manager
Kenny Overstreet (via videoconference)	Public Works Director
Maria Redburn (via videoconference)	Library Director
Kelly Snook	Interim Capital Projects Director
Bill Syblon	Development Director
Brian TenEyck	Recreation Manager

WORK SESSION

Mayor Boyter called the Work Session to order at 5:30 p.m.

- **Presentation by David Pettit Economic Development.**

Brian Moore with GFF Planning reviewed Council's feedback regarding Bedford Commons from the July 14, 2020 work session, including making it a place unique in the area, a local destination, well-programmed and multi-functional, and experiential and aspirational; making it distinguishable from other sites; and having a strong connectedness to the surrounding neighborhood. Regarding programmatic elements, there was feedback about multi-use venues, both indoors and outdoors; sheltered pavilions; restaurants with outdoor shaded spillover space; food trucks; a splash pad; tree shade; trellis and canopy shade; festoon lighting; a small amphitheater; a permanent wall surface for projecting movies; green space; a kids area; pedestrian walks; and an artificial turf area. He discussed walkability and the natural topography of the site and displayed an iteration of the Bedford Commons showing the programmatic elements included. There was discussion on

the number of townhomes and their orientation on the site; the elements that drive people to the Press Café in Fort Worth and Klyde Warren Park in Dallas; the programmatic elements in Bedford Commons; technology; programming in the open spaces; connectivity with other areas in the City, including Generations Park and the Old Bedford School; rebranding the project; access to the townhomes; the shared wall between townhomes; who the stores and the programmed events would attract, including people outside the City; the topography of the area, including for an amphitheater; the attractiveness of the project to developers; the type of tenants that would be attracted to the restaurant and retail spaces; adding outdoor seating at the Library; and the price range for the townhomes.

David Pettit with David Pettit Economic Development discussed the creation process for a Tax Increment Reinvestment Zone (TIRZ), including establishing the boundaries of the TIRZ, performing a taxable value analysis, developing a cashflow model, and preparing a TIRZ project and financing plan. He discussed the potential boundaries of the TIRZ and stated if the boundaries are established during the current calendar year, the TIRZ base will be the values as of January 1, 2020. He advised including parcels prime for an increase in taxable value, including vacant parcels that could accommodate new development, parcels with opportunities for redevelopment, and parcels that are currently tax exempt that could become taxable. He further advised excluding parcels that could see a decrease in value and discussed a high risk of loss in taxable value of income producing properties from 2020 to 2021 due to COVID-19. He stated contiguous and non-contiguous properties can be added or removed through an amendment to the boundaries of the TIRZ by action of the Council. There was discussion on the next steps in the process.

- **Discussion on recreation storefront option at 209 Harwood Road in Bedford.**

Recreation Manager Brian TenEyck presented an option for a recreation storefront at 209 Harwood Road. He stated the storefront will allow the Recreation Division to keep its membership base intact and continue engaging the residents, which will aide in marketing for the Center at Generations Park. It would further lessen the load of programming at the Old Bedford School and provide the Division an opportunity to develop a successful business model and market plan for the Center. He discussed the layout of the proposed storefront; the hours of operation; membership fees, which would be the same as those at the Boys Ranch Activity Center (BRAC); the schedule of classes; upfront costs for workout and weight equipment; staffing and schedules; ongoing expenditures for staffing and rent; initial capital expenses for upgrading the site; and a revenue plan.

There was discussion on the terms of the lease; rent, including an option to include the cost of construction; the City's responsibility regarding maintenance; the number of members expected to visit the storefront and the number of class attendees; the storefront serving as a bridge to the Center; presales for the Center; the location of the storefront; holding events in the parking lot and partnering with neighboring businesses; the square footage of the location; the budget for cleaning supplies and maintenance; equipment being brought in from the BRAC and Senior Center; social distancing requirements for the location and the impact on the number of attendees; staffing; revenue, expenditures, and the return on investment of approximately ten percent; using the funding to create a reserve for the expected shortfall in the first year of the Center; the current budget for the Recreation Division and the Senior Center; services and activities for non-members and the community as a whole; having a presale center on the grounds of the OBS; the new workout equipment being given to the Fire Department or traded in after the storefront is no longer needed; the impact of COVID-19 on gyms and recreation; revisiting the storefront plan in the next budget year; refunding memberships; storage space for equipment; and increasing memberships for the Center.

- **Update on Covid-19 pandemic; impacts, planning, and future considerations.**

Fire Chief Sean Fay stated the three goals for the pandemic continue to be life safety, continuance of services, and fiscal sustainability. He gave an overview of the timeline and events from March 13, 2020 to the present. He stated since the previous update on June 17, 2020, staff continues to conduct weekly virtual Emergency Operations Center (EOC) meetings, additional Designated Infection Control Officers (DICOs) were trained and certified, and an EOC safety task force was created to evaluate workplace safety. Further, a contract tracing program was developed, all-employee work directives were issued, which included the mandatory use of face coverings and to allow for employee isolated workspaces whereby employees could remove their face coverings.

Chief Fay stated the counites were given direction by the state at the beginning of August regarding how positive COVID-19 cases were counted, which lead to a higher case count. The county also informed the City of backlogged cases. He provided case count statistics for Tarrant County and Bedford, including from the previous two briefings, and stated there has been a flattening of the numbers over the previous two weeks. He felt there would be case load increases after Labor Day and when schools go back into full session. Chief Fay presented information on the impact to City services, including small, isolated employee case outbreaks from which everyone has recovered. Other workplaces received modifications for improved safety. He discussed operational contingency planning, including development of the continuation of operations plans, employee directives, and a contract tracing program. Future considerations include monitoring the situation once schools reopen. There was discussion on hospital bed and ventilator capacity and providing an update on Coronavirus Aid, Relief, and Economic Security (CARES) Act funding.

- **Follow-up discussion on viability plans for a meeting/entertainment venue(s).**

This item was not discussed and will be put on the agenda for the meeting on September 8, 2020.

REGULAR SESSION

The Regular Session began at approximately 8:30 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Boyter called the meeting to order.

INVOCATION

Mayor Boyter gave the invocation.

PLEDGE OF ALLEGIANCE

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

OPEN FORUM

Nobody signed up to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Council Minutes August 24, 2020

Interim City Manager Cliff Blackwell presented an overview of the items on the consent agenda.

Motioned by Councilmember Burnett, seconded by Councilmember Sabol, to approve the following items by consent: 1 and 2.

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

1. **Consider approval of the following City Council minutes:**
   a) **August 1, 2020 work session**
   b) **August 3, 2020 special session**
   c) **August 10, 2020 work session**
   d) **August 11, 2020 regular session**
   e) **August 17, 2020 special session**

This item was approved by consent.

2. **Consider a resolution of the City Council of Bedford, Texas authorizing the submission of a HOME Investment Partnership Program grant application to the HOME Homeowners Rehabilitation Program administered by the Community Development and Housing Division of Tarrant County, Texas; and agreeing to meet all match contribution requirements for the expenditures under the Tarrant County HOME Investment Partnership Program for program year 2020.**

This item was approved by consent.

NEW BUSINESS

3. **Consider an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2020 through September 30, 2021; 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 presented information on the annual budget. She discussed the City's budget policy cycle, the City's tax rate history, trends in General Fund revenue and expenditures, and a five-year forecast, which shows the City's fund balance never dropping below the 20 percent reserve requirement. She further discussed economic conditions, including sales tax. She presented information on the revenues by fund, expenditures by department and classification of all funds, and revenues and expenditures from the General Fund. She presented information on the Debt Service Fund, including a debt service schedule and the annual funding requirements. She presented information on the Water and Sewer Fund, including the current rates and projections from the Trinity River Authority (TRA). She presented various water and wastewater decision packages as discussed during the August 1, 2020 budget work session. She further presented information on the Stormwater Fund, including current rates and various decision packages.

Ms. Jakubik presented information on the tax rate calculations, with the current tax rate being $0.569000 per $100 valuation, the no-new-revenue rate being $0.562799, the voter-approved rate being $0.571968, and the maximum tax rate to be considered and the one used in the proposed budget being $0.569000. A comparison with the previous year's tax rate shows a 3.8 percent decrease in the debt component, and a 1.9 percent increase in the maintenance and

operations component. She presented an overview of the overlapping tax rate with other entities, the impact of the tax rate on the tax bill for the average resident, which at the proposed rate is approximately $41.00, and a breakdown of the monthly cost allocation for City services.

Ms. Jakubik presented an overview of changes made by the Council to the proposed budget at their special session held on August 3, 2020 as follows: costs savings from premium reductions and position freezes at $482,460; division reallocations at $401,968; two percent pay grade adjustments at $400,377; cancer screening for firefighters at an ongoing cost of $10,000; Texas Municipal Retirement System benefit expansion at $1,320,460; a new perimeter fence and gates at the Law Enforcement Center at $220,000; and Plymovent systems at Fire Stations 1 and 2 at $110,000. She stated there was an amendment to the original exhibit for the ordinance to include the additional expenditures for the new City Manager, reducing the surplus in the General Fund to approximately $40,000. The five-year forecasting model shows the reserve never dropping below the 20 percent requirement.

Motioned by Councilmember Culver, seconded by Councilmember Burnett, to approve an ordinance adopting the annual budget for the City of Bedford, Texas for the fiscal period of October 1, 2020 through September 30, 2021; providing for intra-fund and/or intra-departmental transfers; providing for investment of idle funds; and declaring an effective date.

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

4. Consider a resolution to ratify the property tax increase as reflected in the FY 2020-2021 City of Bedford Program of Services (Budget).

Ms. Jakubik stated this is a procedural vote required by the Texas Local Government Code because there is an increase in property tax revenue reflected in the approved budget based on the anticipated tax rate and is over the no-new-revenue rate. In response to questions from Council, she stated the amount of the increase is 3.08 percent and confirmed it is due to the increase in property values.

Motioned by Councilmember Sabol, seconded by Councilmember Burnett, to approve a resolution to ratify the property tax increase as reflected in the FY 2020-2021 City of Bedford Program of Services (Budget).

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

5. Consider an ordinance levying taxes for the Tax Year 2020 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 this item is the formal adoption of the tax rate, and at the maximum rate Council can consider of $0.569 per $100 valuation, the increase would be 1.1 percent as it looks at the maintenance and operations portion of the rate. On a home valued at $100,000, it would effectively mean an increase of $7.22 on the maintenance and operations portion of the rate.

Motioned by Councilmember Sabol, seconded by Councilmember Burnett, that the property tax rate be increased by the adoption of a tax rate of $0.569, which is effectively a 1.1 percent increase in the tax rate.

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

6. Consider a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Northern Tool + Equipment Company, Inc.

Development Director Bill Syblon presented information regarding this item. He stated staff was made aware of a zoning application in the City of North Richland Hills that proposed a new site for Northern Tool + Equipment to accommodate the move of the store in Bedford to North Richland Hills. Staff worked with the Northern Tool corporate office to draft an incentive agreement to keep the store in Bedford. Northern Tool would make reasonable efforts to employee at least 25 people and ensure gross sales of at least $2,500,000 for the first year of the agreement, and $3,000,000 for the following four years. Bedford would in turn rebate the equivalent of the property tax collected for the next five years. In response to a question from Council, Interim City Manager Cliff Blackwell stated the store averages approximately $90,000 in sales tax yearly.

Motioned by Councilmember Culver, seconded by Councilmember Burnett, to approve a resolution of the City Council of the City of Bedford, Texas approving an Economic Development Program Agreement, pursuant to Chapter 380 of the Texas Local Government Code and the City's Economic Development Incentive Policy and Program, with Northern Tool + Equipment Company, Inc.

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

7. Consider a resolution authorizing the Interim City Manager to enter into a contract with A & M Construction and Utilities, Inc., in the amount of $2,217,876.70, for the SWIFT-20-10 Harwood Road-Hurst City Limits to Bedfordshire Water System Improvements Project.

Public Works Director Kenny Overstreet presented information regarding this item. He stated most of the water lines on Harwood Road were installed in the 1970s. This project was prioritized to ensure adequate water supply for the future Generations Park. The Texas Water Development Board (TWDB) approved the project on June 5, 2020 utilizing State Water Implementation Fund for Texas (SWIFT) funds. He stated 12 bids were received for the project, with A&M Construction submitting the lowest qualified bid and Pacheco Koch recommended awarding the contract to A&M Construction. Mr. Overstreet gave an overview of the construction and materials for the project, other projects on which A&M Construction has worked in the City, and the history of the design work on the project, including work done by Pacheco Koch in an unsuccessful attempt for a grant from the North Texas Council of Governments. The timeline for the project is 420 calendar days and will start east at Bedfordhsire and move west to the Hurst city limits. In response to questions from Council, Mr. Overstreet stated the estimated start date is January 2021 after the contract is reviewed by the TWDB and the funds are released.

Motioned by Councilmember Gagliardi, seconded by Councilmember Sartor, to approve a resolution authorizing the Interim City Manager to enter into a contract with A & M Construction and Utilities, Inc., in the amount of $2,217,876.70, for the SWIFT-20-10 Harwood Road-Hurst City Limits to Bedfordshire Water System Improvements Project.

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

8. Consider a resolution authorizing funding, ratifying the expenditure, and authorizing the Interim City Manager to expend funds to Reynolds Asphalt and Gra-Tex Utilities, in the amount of $55,225, for emergency water line and street repairs on Bedford Road due to a major water main break on July 29, 2020.

Mr. Overstreet presented a summary of the discussion on the water main break from the meeting on August 11, 2020. Gra-Tex Utilities made the water main repairs at a total cost of $15,520 and Reynolds Asphalt made the asphalt pavement repairs at a total cost of $39,705. Funding for these repairs would come from the Utility Repair Fund and the SIEDC Fund. Other expenses include pipes and couplings loaned by the cities of Dallas and Fort Worth, which will be paid from the Water Distribution Maintenance Fund once the invoices are received. The estimated cost for those parts is approximately $7,800.

Motioned by Councilmember Gagliardi, seconded by Councilmember Burnett, to approve a resolution authorizing funding, ratifying the expenditure, and authorizing the Interim City Manager to expend funds to Reynolds Asphalt and Gra-Tex Utilities, in the amount of $55,225, for emergency water line and street repairs on Bedford Road due to a major water main break on July 29, 2020.

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

9. Mayor/Council Member Reports

No reports were given.

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

No reports were given.

11. City Manager/Staff Reports

a. Presentation on certain policies adopted by the Bedford Police Department.

Police Chief Jeff Gibson presented an update on Police Department policies. He stated the policies were updated since they were discussed by Council in June. He discussed a state and national campaign dealing with eight policies that law enforcement agencies should consider or put into practice, including de-escalation techniques; a duty to intervene; bans on chokeholds and strangulations; warning shots before shooting; exhausting all alternatives before shooting; bans on shooting at moving vehicles; a use-of-force continuum; and comprehensive force reporting. Chief Gibson cited specific sections in the Police Department policies that reference those criteria. He stated the use-of-force continuum had previously been spread out amongst different policies and procedures but was consolidated in one. He discussed the software used to review and update the policies, including that they are constantly reviewed by law enforcement attorneys, and stated officers are consistently trained on the policies.

b. Discussion regarding Generations Park monument signage.

c.

Interim Capital Projects Director Kelly Snook presented drawings of monument signage at the entrance of Generations Park and in front of the Center. She stated the Generations Park sign

would match that of the historic sign at the pedestrian entrance either by reusing stone from the buildings if possible or a similar looking stone. There was discussion on smaller signage at the other entrances to the park; and the location of the Generations Park sign, including its proximity to the historic sign and moving it up the hill on Forest Ridge Drive. There was further discussion on the historic sign, including adding "Generations Park" and the possibility of relocating it; replacing the electronic sign on Harwood Road; and removing the current marquee sign. Staff was directed to bring this item back based on feedback from Council.

d. Report on Phase Next cost estimate.

Ms. Snook reported on a cost estimate of the Phase Next project. She stated the information provided to Council was based on the 50 percent construction drawing submittal and shows to be approximately $1,245,000 over budget. She stated the 100 percent construction drawings were received on August 10, 2020 and a budget and estimate review with Steele & Freeman, the architects, and Halff Associates was held on August 20, 2020. She discussed a budget item for escalation, which is an assumption that costs are going to increase from the start of design to the time of bidding and was felt unnecessary due to COVID-19. She stated a pre-bid meeting was held at the BRAC on August 21, 2020 hosted by Steele & Freeman, and over 100 subcontractors were in attendance. Further, there are over 200 subcontractors interested in the architecture work and over 150 interested in the site work. She stated the bids for the architecture work and site work are due on September 1 and September 3, 2020 respectively. She expects the guaranteed maximum price to be submitted by September 15, 2020. She felt confident there will be the needed savings to bring the project in line with budget but if not, things can be done that would only be noticeable to those designing the project, or items could be selected as an alternate.

e. Report on efficiency study options and pricing.

Human Resources Director Stephanie Ayers presented an overview of options and pricing for an organizational efficiency study from Baker Tilly. The first option is for a high-level assessment of the entire organization at a cost of approximately $60,000, of which 30 to 35 percent would be for the assessment phase of the City, and the remainder would be used on a more thorough analysis of particular departments. The second option would be to look at individual departments, with the costs based on the size of the departments. There was discussion on advantages of an efficiency study, including assessing departments on a regular basis; the different options; the departments on which to focus, including the Police Department; and holding off on an assessment for the new city manager. Staff was directed to bring back a contract with a not-to-exceed amount at the meeting on September 8, 2020.

<u>EXECUTIVE SESSION</u>

a) Pursuant to Section 551.072, to deliberate the purchase, exchange, lease or value of real property – Block 2, Lot 1, Bedford Baptist Temple Sub.
b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Park Place Meadow Block 1 Lot 4R1A.

Council convened into Executive Session pursuant to Texas Government Code Section 551.072, to deliberate the purchase, exchange, lease or value of real property - Block 2, Lot 1, Bedford Baptist Temple Sub. and Section 551.087, deliberation regarding economic development negotiations relative to Park Place Meadow Block 1 Lot 4R1A, at 9:58 p.m.

Council reconvened from Executive Session at approximately 10:20 p.m. Any necessary action

to be taken as a result of the Executive Session will be during the Regular Session.

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

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

ADJOURNMENT

Mayor Boyter adjourned the meeting at 10:22 p.m.

_____
Michael Boyter, Mayor

ATTEST:

_____
Michael Wells, City Secretary

AGENDA

Council Agenda Background

PRESENTER: Sean Fay, Fire Chief **DATE:** 09/08/20

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

ITEM:

Consider a resolution authorizing the Interim City Manager to amend the current contract with Dr. Sharon Malone, M.D. and Questcare Medical Services to provide medical control services for the City of Bedford's emergency medical operations in the amount of $67,500 through September 30, 2023.

City Attorney Review: Yes

SUMMARY:

This item is to renew the current contract with Dr. Sharon Malone, M.D., and Questcare Medical Services to provide medical control services for the City of Bedford's emergency medical operations.

BACKGROUND:

Dr. Malone has served as Medical Director for the City's emergency medical services program since February 1, 2018. The original contract was for the partial fiscal year from February through September. Last fall, the City and Dr. Malone entered into a one-year contract, the term of which was from October 1, 2019 through September 30, 2020.

As with other goods and services, it is a best practice to conduct a market analysis for medical control services every three to five years. This is done to ensure program relevancy and the best value for the City. A thorough market analysis was conducted in 2018. Staff determined that Dr. Malone and Questcare Medical Services to be the best value for the City of Bedford. The contract amendment extends the contract for three years at the rate of $22,500 annually. The total contract amount is $67,500. Either party may terminate the agreement by giving a 90-day written notice prior to the date of termination.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to amend the current contract with Dr. Sharon Malone, M.D. and Questcare Medical Services to provide medical control services for the City of Bedford's emergency medical operations in the amount of $67,500 through September 30, 2023.

FISCAL IMPACT:

Fire Department Budget	$22,500 per year

ATTACHMENTS:

Resolution
Current Contract
Contract Amendment

AGENDA

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO AMEND THE CURRENT CONTRACT WITH DR. SHARON MALONE, M.D. AND QUESTCARE MEDICAL SERVICES TO PROVIDE MEDICAL CONTROL SERVICES FOR THE CITY OF BEDFORD'S EMERGENCY MEDICAL OPERATIONS IN THE AMOUNT OF $67,500 THROUGH SEPTEMBER 30, 2023.

WHEREAS, the City Council of Bedford, Texas has determined the necessity to continue a contractual agreement for medical control services; and,

WHEREAS, the City Council of Bedford, Texas has determined the contractual agreement to be continued with Dr. Sharon Malone, M.D. of Van Alstyne, Texas and Quest Care Medical Services of Dallas, Texas.

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

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

SECTION 2. **That the City Council hereby authorizes the Interim City Manager to amend thecurrent contract with Dr. Sharon Malone, M.D. and Quest Care Medical Services to provide medical control services for the City of Bedford's emergency medical operations.**

SECTION 3. **That funding in the amount of $22,500 will come from fiscal years 2021, 2022, and 2023 Fire Department Budget.**

PRESENTED AND PASSED this 8th day of September 2020 by a vote of __ ayes, __ nays and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____

Michael Boyter, Mayor

ATTEST:

_____

Michael Wells, City Secretary

AMBULANCE SUPPORT SERVICES/ MEDICAL DIRECTOR AGREEMENT

This AMBULANCE SUPPORT SERVICES/MEDICAL DIRECTOR AGREEMENT (this "Agreement") is effective this 1st day of October, 2019 by and between the City of Bedford Fire Department, Bedford, Texas, a Texas home rule municipality (the "City"), and QuestCare Medical Services, PLLC a Texas professional association ("QuestCare").

WITNESSETH:

WHEREAS, the City provides advanced life support ambulance service;

WHEREAS, Questcare can offer medical control, formal training, continuing education, and other support services to municipal corporations and private companies providing emergency services; and

WHEREAS, the City desires to engage QuestCare and QuestCare desires to be engaged by the City, to provide certain support services for the City's emergency services to the extent set forth herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and QuestCare do hereby agree as follows:

I.
OBLIGATION TO PROVIDE AMBULANCE SUPPORT SERVICES AND PAYMENT THEREFOR

1.1 Obligation to provide Ambulance Support Services. During the term (as defined in Section 1.3 hereof) of this Agreement, and subject to the conditions and provisions hereof, QuestCare will provide the City with the Ambulance Support Services described in Article II of this Agreement. QuestCare shall provide such services through a physician employee of QuestCare (the "Medical Director"). The initial Medical Director shall be Sharon A. Malone, M.D. ("Dr. Malone"). In the event Dr. Malone ceases to work for QuestCare, QuestCare shall provide a substitute Medical Director reasonably acceptable to the City until such time that the city finds a permanent replacement.

1.2 Payments for Ambulance Support Services.

(i) Basic Service Fee. In consideration for QuestCare's providing the City with the medical control and continuing education services described in, respectively, Sections 2.1 and 2.2 hereof, the City will pay QUESTCARE the rate of $20,000.00 per year (the "Basic Service Fee"), which will be payable in 12 monthly installments upon receipt of monthly invoice from QUESTCARE. The Basic Service Fee will be incrementally increased over following years until the final rate of $22,000.00 per year is reached.

(ii) Price Changes. QUESTCARE may change the amounts of the Basic Service Fee set forth in subpart (i) of this Section upon 180 days' written notice to the City prior to the beginning of any City fiscal year (which fiscal year begins on October 1); provided, however, the City may, as a result of any increase in the Basic Service Fee, terminate this Agreement upon 30 days prior written notice to QUESTCARE.

(iii) Billing and payment cycles. The Base Service Fee of $20,000.00 per year shall be payable in equal monthly installments from October 1, 2019 through September 30, 2020.

1.3 Term. This Agreement will commence on the date hereof and, unless otherwise terminated as provided herein, will continue from October 1, 2019 through September 30, 2020. During the initial term, either party may terminate the Agreement by giving written notice 90 days before the beginning of any City fiscal year. Upon termination of such term, this Agreement will be automatically renewed for a one-year periods unless either the City or QUESTCARE has given the other party 90 days written notice of its election to terminate this Agreement. Notwithstanding the above provisions, in the event the City experiences a funding shortage, this contract can be terminated by the City immediately upon written notification.

II.
DESCRIPTION OF AMBULANCE SUPPORT PROVIDED BY QUESTCARE

2.1 Medical Control. During the Term of this Agreement, Dr. Malone will provide on-line medical direction and other medical control to the City's emergency ambulance service on a continuous, In the event that Dr. Malone is unavailable, Dr. Mark Gamber will provide online medical direction. If a situation occurs where neither Malone nor Gamber can be reached by telephone, the crew would consult the Emergency Medicine physician in the North Richland Hills Emergency Department for immediate on-line control. Off-line medical control will be established by published protocols containing standing delegated orders for the department.

2.2 During the Term of this Agreement, QUESTCARE will provide the City's emergency ambulance service with off-line medical direction and other medical control. Such off- line medical direction and other medical control will utilize established guidelines and treatment protocols to monitor and evaluate the quality of patient care provided by the City's emergency ambulance service. The off line medical direction also shall include the furnishing of protocols customized to address the City's geographic considerations, patient populations and department needs Additionally, QUESTCARE will provide all services required of a medical

director by Chapter 197, State Board of Medical Examiner Rules.

The parties understand and acknowledge that QUESTCARE will be the sole Medical Director for the City of Bedford. All EMS Continuing Education classes and training for the City EMS personnel will be coordinated through the EMS Division of the Fire Department.

2.3 Continuing Education. During the Term of this Agreement, QUESTCARE will offer continuing education courses and opportunities to employees of the City's ambulance service in accordance with this Section 2.2. Continuing education activities shall be based on the National Registry certification requirements and/or the City's quality evaluation data.

Continuing education classes will consist of four-hour classes offered twice a year with the timing and content to be decided by Bedford Fire Department and Dr. Malone.

(i) Continuing Education Modules. QUESTCARE will sponsor or conduct a continuing education module at a place within the City designated by the City. Each continuing education module will consist of a didactic and/or skills review program and will allow each participant to receive four hours of continuing education credit. QUESTCARE will supply materials used in teaching modules in sufficient numbers for usual attendance. QuestCare and the City will review annually the number of the City's employees receiving continuing education and will adjust the Basic Service Fee accordingly.

(ii) Timing of Continuing Education, use of Internet. The Medical Director shall conduct training classes as required to meet National Registry Standards pertaining to the frequency of such classes, and as

necessary to allow all personnel on all shifts to attend a training class at least once per quarter. The City reserves the option of canceling training based upon operational responsibilities or catastrophic events. If the Medical Director and the Fire Department so approve, a minimum of ten percent of the Continuing Education may be conducted by use of the Internet, with the appropriate Internet addresses and programs to be designated by the Medical Director. The continuing education shall be arranged so that Executive non-line Fire Department personnel, including Fire Prevention Officers, may complete I00 percent of their Continuing Education by use of the approved Internet programs.

(iii) Patient Chart and Case Reviews. As needed QUESTCARE will sponsor or conduct, on an individual basis for the City's ambulance service, patient chart or case reviews, for the purpose of complying with quality control provisions as required by Department of State Health Services in the State of Texas.

(iv) QI/QA-Quality control coordination. To the extent possible, all QI/QA reviews and procedures shall be a combined effort of the City Fire Department and the Medical Director. If any specific incident or general procedure requires review or if questions arise, the Department and the Medical Director should coordinate their review efforts. If any personnel need specific work on their skills or practical situations in which to perform certain tasks, the Medical Director and the City shall make arrangements for same in an appropriate setting at a City facility. QuestCare will supervise these skills and practice sessions as part of this QI/QA program.

(v) Miscellaneous Continuing Education. QUESTCARE will permit employees of the Company's ambulance service to attend or otherwise participate in miscellaneous adjunct continuing education programs for which participants may receive continuing education credit. These continuing education programs shall include (i) the EMS Resources EMT and Paramedic Refresher Courses; and (ii) onsite continuing education classes offered at Medical City North Hills. Notwithstanding the foregoing sentence, the provision of on-site courses at Medical City North Hills is subject to approval by Medical City North Hills, which the parties acknowledge is not a party to this Agreement. The City will pay QuestCare additional compensation, to be agreed upon by the parties, for these courses.

III.
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the City. The City represents and warrants

to QUESTCARE as follows:

(i) The City is duly chartered by the State of Texas as a Texas municipal Corporation and home rulecity.

(ii) The City has full power and authority to execute and deliver this agreement. The execution and delivery of this Agreement by the City will not constitute default under, or violate any provision of, the City's charter, any agreement to which the City is a party, or any statute, rule, regulation, judgement or order by which it is bound.

(iii) The City has and will at all times maintain all licenses and permits required of it to own and operate the emergency service and to conduct the activities contemplated by this Agreement. The City will at all times operate the emergency service in accordance with all applicable laws and regulations.

3.2 Representations and Warranties of QUESTCARE. QUESTCARE hereby represents and warrants to, and agrees with, the City as follows:

(i) QUESTCARE is duly organized, validly existing and in good standing as a professional association organized under the laws of the State of Texas.

(ii) QUESTCARE has full power and authority toexecute and deliver this Agreement. The execution and delivery of this agreement by QUESTCARE will not constitute default under, or violate any provisions of, the Articles of Incorporation or Bylaws of QUESTCARE any agreement to which QUESTCARE is a party or any statute, rule, regulation, judgment or order by which it is bound.

IV.
INSURANCE AND INDEMNIFICATION

4.1 City's Insurance. The City of Bedford is self-insured and carries liability insurance as defined in the self-insurance program. Any request for financial information will be handled in accordance with existing open records law of the State of Texas.

4.2 QUESTCARE Insurance. QUESTCARE carries the customary medical malpractice and general liability insurance with coverage limits of One Million Dollars ($1,000,000) per loss event and Three Million Dollars ($3,000,000) aggregate, annually per Clinician.

4.3 Indemnification by the City. The City will indemnify and hold harmless QUESTCARE and its directors, officers, employees and agents from and against any and all liabilities, costs, damages and expenses (including attorneys' fees and expenses) as permitted by law, resulting from or attributable to any and all willful misconduct or negligent acts andomissions

of the City and its emergency ambulance providers, public officials, employees and agents arising from or in connection with the City's emergency ambulance service, first responder program, or the activities of the City relating to or otherwise affecting this Agreement.

4.4 Indemnification by QUESTCARE. QUESTCARE will indemnify and hold harmless the City and its public officials, employees and agents from and against any and all liabilities, costs, damages and expenses (including attorneys' fee and expenses) as permitted by law, resulting from or attributable to any and all willful misconduct or negligent acts or omissions of QUESTCARE and its directors, officers, employees, or agents including physicians carrying out duties pursuant to this Agreement arising from or in connection with QUESTCARE'S performance of this Agreement.

4.5 Nonwaiver of Defenses Under the Texas Tort Claims Act. Nothing in this Agreement shall in any way diminish or otherwise adversely affect any rights which the City may have as to any claimant or plaintiff (other than QUESTCARE) to assert defenses available to the City under the Texas Tort Claims Act (Chapter 101 of the Texas Civil Practices and Remedies Code) or any other statutory or common law defenses available to municipalities in the State of Texas.

4.6 Independent Contractors. Notwithstanding any other provisions of this agreement, the parties are to maintain the status of independent contractors with regard to each other, with the separate responsibilities and obligations set out herein. Neither party shall become the agent or representative of the other.

V.
MISCELLANEOUS PROVISIONS

5.1 Notices.

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered when in person or upon the earlier of actual receipt or three (3) business days after deposit with the United States Postal Service if sent by registered or certified, first-class mail, postage prepaid to:

Group:

Envision Healthcare
1 A Burton Hills Blvd.
Nashville, TN 37215
Attention: Legal Department

City:

1816 Bedford Road
Bedford, TX 76021

5.2 Applicable Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas.

5.3 Entire Agreement; Amendment. This Agreement constitutes the entire Agreement and understanding between the City and QUESTCARE. This Agreement may not be amended except by an instrument, in writing, executed by both parties.

5.4 Successors and Assigns. This Agreement will be binding upon and will insure to the benefit of the City and QUESTCARE and their respective successors and assigns; provided, however, neither the City nor QUESTCARE may assign this Agreement without the prior written consent of the party hereto.

5.5 Venue. Venue for any dispute under this Agreement will be in Tarrant County, Texas.

IN WITNESS WHEREOF, the City of Bedford and QUESTCARE have executed this Agreement as of the date first above written.

CITY OF BEDFORD

Brian Bosshardt
City Manager

Date: 9/11/19

Address:
1816 Bedford Road
Bedford, TX 76021

QUESTCARE MEDICAL SERVICES, PLLC

Matthew Bush, M.D.
Attorney-in-Fact

Date: 9/26/19

Address:
13737 Noel Road, Suite 1600
Dallas, TX 75240

APPROVED AS TO FORM:

City Attorney

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF BEDFORD AND QUESTCARE MEDICAL SERVICES, PLLC FOR AMBULANCE SUPPORT SERVICES/MEDICAL DIRECTOR AGREEMENT

This FIRST AMENDMENT TO THE AMBULANCE SUPPORT SERVICES/MEDICAL DIRECTOR AGREEMENT ("First Amendment") is made and entered into by and between the **City of Bedford Fire Department, Bedford, Texas**, a Texas home-rule municipality ("City"), and **Questcare Medical Services, PLLC**, a Texas professional limited liability company ("Questcare").

WHEREAS, City and Questcare entered into that certain Agreement for Ambulance Support Services/Medical Director Agreement effective as of October 1, 2019, concerning certain support services of Questcare for the City's emergency services ("Original Agreement" and together with this First Amendment, the "Agreement"); and

WHEREAS, City and Questcare desire to amend the Original Agreement as set forth in this First Amendment and to agree as set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this First Amendment, City and Questcare agree as follows:

1. Incorporation of Recitals.
   The representations, covenants and recitations set forth in the foregoing recitals of this First Amendment are true and correct and are hereby incorporated into the body of this First Amendment as if set forth herein and adopted as findings and representations of City and Questcare.

2. Amendment to Agreement, Section 1.3 (Term). Section 1.3 (Term) of the Agreement shall be replaced with the following:

   "This Agreement will commence on October 1, 2020 and continue through September 30, 2023 (the "Initial Term"). During the Initial Term, either party may terminate the Agreement by giving written notice 90 days before the begging of any City fiscal year. Upon completion of the Initial Term, this Agreement will be automatically renewed for one-year periods. After the Initial Term, either party may terminate the Agreement by giving ninety (90) days written notice prior to the date of termination. Notwithstanding the above provisions, in the event the City experiences a funding shortage, this contract can be terminated by the City immediately upon written notification."

3. Amendment to Agreement, Section 1.2(i) (Basic Service Fee). Section 1.2(i) (Basic Service Fee) of the Agreement is hereby deleted and replaced by the following:

   "(i) Basic Service Fee. In consideration for Questcare's providing the City with the medical control and continuing education services described in, respectively, Sections 2.1 and 2.2 hereof, the City will pay Questcare the rate of Twenty

Thousand Dollars and 00/100 ($20,000.00) per year (the "Basic Service Fee"), which will be payable in twelve (12) monthly installments upon receipt of monthly invoice from Questcare. Beginning October 1, 2020, the Basic Service Fee shall be increased to Twenty-Two Thousand, Five Hundred Dollars and 00/100 ($22,500.00) per year."

4. Amendment to Agreement, Section 1.2(iii) (Billing and payment cycles). Section 1.2(iii) (Billing and payment cycles) of the Agreement is hereby deleted and replaced by the following:

"(iii) Billing and payment cycles. The Basic Service Fee shall be payable in equal monthly installments."

5. Defined Terms.
Any term not defined herein shall be deemed to have the same meaning ascribed to it under the Agreement.

6. Controlling Agreement.
To the extent that any provision contained in this First Amendment conflicts with one or more provisions of the Original Agreement, the provision contained in this First Amendment shall supersede the conflicting provision(s) contained in the Original Agreement.

7. Counterparts.
This First Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one First Amendment. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

-Remainder of Page Intentionally Left Blank; Signatures Follow-

IN WITNESS WHEREOF, the parties have executed this First Amendment and caused this First Amendment to be effective when all the parties have signed it. The date this First Amendment is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this First Amendment ("Effective Date").

CITY OF BEDFORD

By: _____
Cliff Blackwell, Interim City Manager

Date: _____

Approved as to form:

_____
City Attorney

QUESTCARE MEDICAL SERVICES, PLLC,

By: _____
Matt Bush, MD, Attorney in Fact

Date: _____

AGENDA

Council Agenda Background

PRESENTER: See below	**DATE:** 09/08/20

Persons to be Heard

ITEM:

a) **Celeste Wilson, 908 Crestview Drive, Bedford, Texas 76021 – Request to speak to Council regarding Generations Park and the baseball fields.**

DISCUSSION:

N/A

ATTACHMENTS:

Letter of Request

AGENDA

Amanda Jacobs

To: Celeste Wilson
Subject: RE: Speaker List

From: Celeste Wilson <
Sent: Tuesday, September 1, 2020 2:33 PM
To: Amanda Jacobs <Amanda.Jacobs@bedfordtx.gov>
Subject: Re: Speaker List

EXTERNAL SENDER

Generations park, the baseball fields.

Celeste Wilson
Tri-Cities Baseball Softball Association
Director of Select Baseball & Tournaments
selectbb@tcbasesoft.com
Mobile: (817) 846-6759

On Sep 1, 2020, at 10:13 AM, Amanda Jacobs <Amanda.Jacobs@bedfordtx.gov> wrote:

> Good morning,
>
> What is the topic you would like to address at the September 8 Council meeting?
>
> Thank you!
>
> --
> Amanda Jacobs, TRMC
> Assistant City Secretary
> **City of Bedford**
> 2000 Forest Ridge Drive, Bedford, TX 76021-5713
> Office: 817-952-2157 | Fax: 817-952-2103 | Amanda.Jacobs@bedfordtx.gov
> <image001.png>
>
> ---
>
> **From:** Celeste Wilson <
> **Sent:** Friday, August 28, 2020 1:53 PM
> **To:** Amanda Jacobs <Amanda.Jacobs@bedfordtx.gov>
> **Subject:** Speaker List
>
> EXTERNAL SENDER
>
> Hello,
> I would like to be added to the speaker list for the September 8th meeting.

Thank you,

Celeste Wilson
Tri-Cities Baseball Softball Association
Director of Select Baseball & Tournaments
selectbb@tcbasesoft.com
Mobile: (817) 846-6759
CONFIDENTIALITY NOTICE: This City of Bedford (CoB) email transmission is intended only for the use of the individual to whom it is addressed and may contain information that is confidential, privileged, and exempt from disclosure. Any use, copying, retention or disclosure by any person other than the intended recipient or the intended recipient's designees is strictly prohibited. If you have received this email in error, please notify the sender immediately by return email and destroy all electronic and paper copies of the original message and any attachments immediately. --o365--

AGENDA

Council Agenda Background

PRESENTER: Stephanie Ayers, Human Resources Director **DATE:** 09/08/20

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

ITEM:

Consider an ordinance authorizing and allowing, under the act governing the Texas Municipal Retirement System, "Updated Service Credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Bedford; providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the City; providing for participation of the City in the supplemental death benefits fund of the Texas Municipal Retirement System, to provide certain in-service death benefits for employees of the City and, establishing an effective date.

City Attorney Review: Yes

SUMMARY:

This item is to approve adding additional benefits to the Texas Municipal Retirement System (TMRS) retirement plan.

BACKGROUND:

Human Resources Director Stephanie Ayers will present to the City Council the additional benefits requested to be added to the TMRS retirement plan for City of Bedford employees effective January 1, 2021. These additional benefits are:

- 50% Updated Service Credit (USC), including transfers, annually repeating
- 70% of CPI Increase to Annuitants, ad hoc (one time only) basis
- Supplemental Death Benefits for Active Employees

By adopting this ordinance, the City will not have to adopt an ordinance each year to re-authorize calculation of Updated Service Credit and these benefits will remain in effect for future years until such time it is discontinued by an ordinance adopted by the City Council. The CPI (Annuity Increase) portion of the ordinance provides for the adoption of this benefit on an ad hoc (one time only) basis.

The Supplemental Death Benefits provision states that if an employee dies while employed with the City, TMRS will pay his/her designated beneficiary or estate a benefit approximately equal to their current annual salary, in addition to any retirement benefits that are due.

During the budget work session, staff recommended a TMRS contribution of 16.25% based on a one-time USC. Since then, it was determined that an annually repeating USC lowers the contribution rate by a slight margin.

If approved, the City's full contribution rate for 2021 will be 15.81%; however, staff recommends keeping the contribution rate at 16.25% to increase the funding ratio of the plan.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance authorizing and allowing, under the act governing the Texas Municipal Retirement System, "Updated Service Credits" in said system on an annual basis for service performed by qualifying members of such system who at the effective date of the allowance are members of the City of Bedford; providing for increased prior and current service annuities for retirees and beneficiaries of deceased retirees of the City; providing for participation of the City in the supplemental death benefits fund of the Texas Municipal Retirement System, to provide certain in-service death benefits for employees of the City and, establishing an effective date.

FISCAL IMPACT:	ATTACHMENTS:
Funding amount included in the approved FY20/21 budget.	**Ordinance** **Plan Change Study**

AGENDA

ORDINANCE NO. 2020-

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM ON AN ANNUAL BASIS FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO AT THE EFFECTIVE DATE OF THE ALLOWANCE ARE MEMBERS OF THE CITY OF BEDFORD; PROVIDING FOR INCREASED PRIOR AND CURRENT SERVICE ANNUITIES FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES OF THE CITY; PROVIDING FOR PARTICIPATION OF THE CITY IN THE SUPPLEMENTAL DEATH BENEFITS FUND OF THE TEXAS MUNICIPAL RETIREMENT SYSTEM, TO PROVIDE CERTAIN IN-SERVICE DEATH BENEFITS FOR EMPLOYEES OF THE CITY; AND, ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

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

SECTION 1. Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.404 of Subtitle G of Title 8, Government Code, as amended, (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City (hereinafter called the "City") and on such date had at least 36 months of credited service with the System, shall be and is hereby allowed" Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of the TMRS Act).

(b) On the terms and conditions set out in Section 853.601 of the TMRS Act, any member of the System who is eligible for Updated Service Credits on the basis of service with this City, who has unforfeited credit for prior service and/or current service with another participating municipality or municipalities by reason of previous service, and was a contributing member on the 1st day of January of the calendar year preceding such allowance shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in said Section 853.601, both as to the initial grant thereunder and all future grants under this ordinance.

(c) The Updated Service Credit hereby allowed and provided for shall be 50% of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of the TMRS Act).

(d) Each Updated Service Credit allowed hereunder shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) The initial allowance of Updated Service Credit hereunder shall be effective on January 1, 2021, subject to approval by the Board of Trustees of the System. An allowance shall be made hereunder on January 1 of each subsequent year until this ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act.

SECTION 2. Increase in Retirement Annuities.

(a) On the terms and conditions set out in Section 854.203 of Subtitle G of Title 8, Government Code, as amended (hereinafter referred to as the "TMRS Act"), the City hereby elects to allow and to provide for payment of the increases below stated in monthly benefits payable by the System to retired employees and to beneficiaries of deceased employees of the City under current service

ORDINANCE NO. 2020-

annuities and prior service annuities arising from service by such employees to the City. An annuity increased under this section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 70% of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation hereunder does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed hereunder.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the Benefit Accumulation Fund of the System.

(f) Subject to approval by the Board of Trustees of the System, this Increase in Retirement Annuities shall be and become effective on the 1st day of January 2021.

SECTION 3. Adoption of Certain In-Service Death Benefits for Employees of the City:

(a) That the City hereby elects to participate in the Supplemental Death Benefits Fund of the Texas Municipal Retirement System for the purpose of providing in-service death benefits for each of the City's employees who are members of said System, in the amounts and on the terms provided for in Sections 852.004, 854.601 through 854.605, 855.314, 855.408, and 855.502 of Title 8 of the Government Code.

(b) The City is hereby authorized and directed to notify the Director of the System of adoption of this ordinance, and of the participation of the City in said Fund.

(c) Participation of the above mentioned employees in the Supplemental Death Benefits Fund shall be effective on the 1st day of January, 2021.

SECTION 4. Effective Date. Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the 1st day of January 2021.

PRESENTED AND PASSED this 8th day of September 2020, by a vote of __ ayes, __ nays and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____

Michael Boyter, Mayor

ATTEST:

_____

Michael Wells, City Secretary

AGENDA

ORDINANCE NO. 2020-

APPROVED AS TO FORM:

_____

Stan Lowry, City Attorney

AGENDA

Plan Change Study

GRID 2021

For Informational Purposes Only
Effective Date - January 1, 2021
Report Date - August 18, 2020

00100 Bedford

		Proposed Plans	
Plan Provisions	**Current**	**1**	**2**
Deposit Rate	7.00%	7.00%	7.00%
Matching Ratio	2 to 1	2 to 1	2 to 1
Updated Service Credit	0%	50% (Repeating)	50% (Repeating)
Transfer USC **	No	Yes	Yes
Annuity Increase	0%	0%	70%
20 Year/Any Age Ret.	Yes	Yes	Yes
Vesting	5 years	5 years	5 years
Contribution Rates	**2021**	**2021**	**2021**
Normal Cost Rate	5.48%	7.01%	7.01%
Prior Service Rate	3.37%	8.51%	8.71%
Retirement Rate	**8.85%**	**15.52%**	**15.72%**
Supplemental Death Rate	0.00% (None)	0.09% (A)	0.09% (A)
Total Rate	**8.85%**	**15.61%**	**15.81%**
Unfunded Actuarial Liability	$12,388,304	$29,635,265	$30,039,917
Amortization Period	20 years	20 years	20 years
Funded Ratio	71.5%	51.2%	50.9%
Phase-In Total Rate	N/A	N/A	N/A

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 30 eligible transfer employees on the valuation date.

AGENDA

Council Agenda Background

PRESENTER: Stephanie Ayers, Human Resources Director **DATE:** 09/08/20

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

ITEM:

Consider an ordinance authorizing and allowing, under the act governing the Texas Municipal Retirement System, "Restricted Prior Service Credit" to employees who are members of the system for service previously performed for various other public entities for which they have not received credited service; and establishing an effective date.

City Attorney Review: Yes

SUMMARY:

This item is to allow Bedford employees to receive Restricted Prior Service Credit for services previously performed with other qualifying entities.

BACKGROUND:

Human Resources Director Stephanie Ayers will present an ordinance to allow Bedford employees to receive Restricted Prior Service Credit for services previously performed with other qualifying entities.

Qualifying entities included in Restricted Prior Service Credit are:

- A public authority or agency created by the United States.
- Any state or territory of the United States.
- Any political subdivision of any state of the United States.
- Any public agency or authority created by a state or territory of the United States.
- Previously forfeited service with one of the five statewide retirement systems in Texas (Texas Municipal Retirement System, Texas County and District Retirement System, Teacher Retirement System of Texas, Employees Retirement System of Texas, Judicial Retirement System of Texas).
- Any institution of higher education at which the person commissioned as a campus security personnel employee.

This credit is used to satisfy length of service requirements for "vesting" and service retirement eligibility; it has no monetary value. The City's contribution rate will not be immediately affected by the adoption of this provision. Because Restricted Prior Service Credit allows employees time credit for vesting and retirement eligibility requirements, it can have an impact on the City's contribution rate in future years as employees apply for the credits; however, any such rate increase is generally expected to be very slight in any given year, depending upon the amount of service credit added.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance authorizing and allowing, under the act governing the Texas Municipal Retirement System, "Restricted Prior Service Credit" to employees who are members of the system for service previously performed for various other public entities for which they have not received credited service; and establishing an effective date.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Ordinance

AGENDA

ORDINANCE NO. 2020-

AN ORDINANCE AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "RESTRICTED PRIOR SERVICE CREDIT" TO EMPLOYEES WHO ARE MEMBERS OF THE SYSTEM FOR SERVICE PREVIOUSLY PERFORMED FOR VARIOUS OTHER PUBLIC ENTITIES FOR WHICH THEY HAVE NOT RECEIVED CREDITED SERVICE; AND ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE.

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

SECTION 1. Authorization of Restricted Prior Service Credit.

(a) On the terms and conditions set out in Sections 853.305 of Subtitle G of Title 8, Texas Government Code, as amended (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who is now or who hereafter becomes an employee of this City shall receive "Restricted Prior Service Credit" for service previously performed as an employee of any of the entities described in said Section 853.305 provided that (1) the person does not otherwise have credited service in the System for that service, and (2) the service meets the requirements of said Section 853.305.

(b) The service credit hereby granted may be used only to satisfy length-of-service requirements for retirement eligibility, has no monetary value in computing the annuity payments allowable to the member, and may not be used in other computations, including computation of Updated Service Credits.

(c) A member seeking to establish "Restricted Prior Service Credit" under this ordinance must take the action required under said Section 853.305 while still an employee of this City.

SECTION 2. This ordinance shall become effective on the first day of January, 2021.

PRESENTED AND PASSED this 8th day of September 2020, by a vote of __ ayes, __ nays and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____

Michael Boyter, Mayor

ATTEST:

_____

Michael Wells, City Secretary

APPROVED AS TO FORM:

_____

Stan Lowry, City Attorney

AGENDA

Council Agenda Background

PRESENTER: Stephanie Ayers, Human Resources Director **DATE:** 09/08/20

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

ITEM:

Consider a resolution authorizing the Interim City Manager to enter into a service agreement with Baker Tilly to perform an efficiency study.

City Attorney Review: Yes

SUMMARY:

This item is to enter into an agreement with Baker Tilly to perform an efficiency study.

BACKGROUND:

Human Resources Director Stephanie Ayers will report on options and pricing for an efficiency study as proposed by Baker Tilly and work with the City Council to establish a not-to-exceed budget for the new City Manager to utilize in performing an efficiency study selecting one of two process options:

1. An overall review of the City organization and operations, including all departments in a high-level assessment followed by a series of "deep dive" analyses in those areas identified as most in need of positive change.
2. A complete analysis of one or more City departments or service functions, to be chosen by the newly appointed City Manager.

Staff recommends approving a not-to-exceed amount of the maximum dollar to spend on the study. Once the new City Manager is on board, he can meet with Baker Tilly to work through the approach alternatives and the definition of a scope of services most useful to the organization.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to enter into a service agreement with Baker Tilly to perform an efficiency study.

FISCAL IMPACT:

TBD

ATTACHMENTS:

Resolution
Service Agreement

AGENDA

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH BAKER TILLY TO PERFORM AN EFFICIENCY STUDY.

WHEREAS, the City of Bedford wishes to perform an efficiency study; and,

WHEREAS, the City Council of Bedford, Texas has determined that Baker Tilly should perform the City's efficiency study.

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 Interim City Manager to enter into a service agreement with Baker Tilly to perform an efficiency study between the period of October 1, 2020 to September 30, 2021 in an amount not to exceed $_____.**

PRESENTED AND PASSED this 8th day of September 2020 by a vote of __ ayes, __ nays and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____
Michael Boyter, Mayor

ATTEST:

_____
Michael Wells, City Secretary

AGENDA

Baker Tilly US, LLC
2500 Dallas Parkway
Suite 300
Plano, TX 75093

T: +1 (972) 748 0300
bakertilly.com

Date: August 25, 2020

Mr. Clifford Blackwell
Interim City Manager
City of Bedford
200 Forest Ridge Drive
Bedford, Texas 76021

RE: Engagement Letter Agreement Related to Services

Dear Mr. Blackwell,

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by Client (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

bakertilly

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Contractor prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without

limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other part. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this

Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Respectfully,

Kathleen Aho
Principal
T: +1 (651) 223 3048
E: kathy.aho@bakertilly.com

David W. Eisenlohr
Managing Director
T: +1 (214) 577 6525
E: david.eisenlohr@bakertilly.com

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A
Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC) and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA.
Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

SCOPE APPENDIX 1 to
Engagement Letter dated August 25, 2020
Between The City of Bedford, Texas and
Baker Tilly US, LLP

RE: City of Bedford Efficiency Study

This Scope Appendix is attached by reference to the above named engagement letter (the "Engagement Letter') between Baker Tilly US, LLP and The City of Bedford, Texas (the "Client") and relates to services to be provided by Baker Tilly US, LLP ("Baker Tilly").

Scope of Work*This section of the Scope Appendix would provide a listing of tasks to be completed by the Baker Tilly team. Two alternative approaches to the efficiency review are under consideration, with the decision of which alternative to adopt to be made by the newly-appointed City Manager. The options include:*

1. *An overall review of the City organization and operations, including all departments in a high-level assessment followed by a series of "deep dive" analyses in those areas identified as most in need of positive change.*
2. *A complete analysis of one or more City departments or service functions, to be chosen by the newly appointed City Manager.*

Sample scopes of work for each are included below.

Option 1 – High-Level Opportunity Assessment Approach
This alternative focuses on an analysis of the organizational structure and staffing of City departments to identify opportunities to streamline operations, improve efficiency, and achieve cost reductions.

Phase I – Opportunity Assessment

1. Complete an initial entry meeting with the City Manager and other key staff as appropriate to:
   a. Confirm overall objective objectives, scope, timing, and deliverables of the project.
   b. Seek input and secure agreement on key drivers of the level of effort, including such matters as:
      i. Project management and status reporting frequencies and protocols
      ii. Internal interview participants
      iii. External interview participants (if any)
      iv. Benchmark City selection criteria
      v. Availability and participation of City staff and other resources
   c. Prepare and deliver an initial data request checklist. Examples of requested data include, to the extent available:
      i. City strategic plan
      ii. Current City and departmental operating and capital budgets
      iii. City and Departmental organization charts
      iv. Departmental staffing statistics by job title and filled/vacant status
      v. Performance goals and objectives
      vi. Three years prior and current year workload statistics by department
      vii. Policy / procedures documentation
2. Brief the City's Department Directors on the project objectives, scope, and deliverables and seek their input.
3. Develop an understanding of the current organizational structure, resources, service levels, and performance.
   a. Review provided background data and documentation
   b. Schedule and conduct interviews with Department management teams.

EXAMPLE

4. Complete a staffing benchmark survey
    a. Identify and invite participation from 5-7 comparable counties
    b. Collect comparative data
        i. Authorized staffing levels by department and/or function
        ii. Community and operational factors, such as:
            - Population
            - Land area
            - Households
            - Workload data such as court caseload, Sheriff's Office, and EMS calls for service, crime statistics, lane miles of streets, taxable accounts and parcels, etc.
    c. Compile, summarize, and analyze results.
5. Analyze the organizational structure of the City, including supervisory spans of control, instances of duplication or overlap of responsibilities, clarity of organizational channels of communication, and other organizational factors.
6. Review the availability and utilization of information technology.
7. Identify and document improvement opportunities including "quick wins" that can be implemented with relative ease and those requiring further analysis.
8. Develop an Opportunity Assessment briefing, including the findings and results of the analysis, recommendations for immediate action, and identification of priority projects for further analysis in Phase II.
9. Present the Opportunity Assessment briefing to City Manager and senior staff and invite feedback on next steps.

Phase II – Detailed Analysis of High-Value Opportunities

This phase includes a series of "deep dive" analyses of selected high-value organizational, staffing, and process improvement projects as determined through the Opportunity Assessment process. During this phase, the Baker Tilly team may perform the work directly or may recommend additional subject matter specialists on an as-needed basis. For this phase, the analytical approaches and techniques will vary based on the nature of the specific opportunity. Budgets for the individual deep-dive project will be developed and approved on a task-order basis. Examples of the kinds of analysis that may be conducted include:

- Detailed workload and staffing analysis and the development of staffing standards and models
- Revenue maximization including the identification of potential new funding sources, grants, and the analysis of indirect costs, rates, and user fees
- Business process analysis and redesign
- Selection and implementation of new or upgraded technologies
- Analysis of alternative service delivery models, including privatization, outsourcing, governmental consolidation, inter-local collaboration, etc.
- Analysis of the sufficiency/adequacy of City equipment and facilities
- Policy and procedures revision and documentation

For each opportunity evaluated, Baker Tilly will prepare a written report of specific findings, recommendations, and an overall implementation strategy and review with appropriate City officials.

Phase III – Implementation Support as Requested

This phase is outside of the scope of the current assignment. At this stage of the effort, the center of gravity of the organizational and operational improvement process shifts away from the Baker Tilly team and towards the City. However, project consultants can be available to the City on an as-needed/as-requested basis to support the implementation of improvement initiatives adopted by the City's leadership.

EXAMPLE

Option 2 – Individual Departments Selected by the City Manager

Under this approach, the City Manager would selected one or more functions for an comprehensive review, based on a scope to be established based on the City Manager's priorities. To get a feel for the size and complexity of the various City departments, we reviewed the organizational chart, staffing schedules and program descriptions included in the adopted FY 2020-2021 budget and then assigned each department – based on authorized headcount – to one of three size categories, as shown below (FTE counts are rounded):

Large Departments

- *Police (142 FTE)*

Medium Departments

- *Fire (72 FTE)*
- *Community Services (69 FTE)*
- *Public Works (51 FTE)*

Small Departments

- *Administrative Services (21 FTE)*
- *Development Services (19 FTE)*
- *Support Services (18 FTE)*
- *General Government (12 FTE)*

When the City Manager selects a particular department or departments, we would first sit down with him to get a sense of his concerns and expectations, particular areas of focus, etc. We would then develop a workplan and budget tailored to those requirements and expectations for his review and approval. At that point, the scope and complexity of the analysis could cause the budget to vary from the above estimates. For example, were the new City Manager to select Development Services (including Economic Development, Neighborhood Services, Inspections and Planning/Zoning), and should the City Manager want a complete reengineering/redesign of the development review and code enforcement processes, it would look more like a "Medium" department than a small department. General Government, on the other hand, is small and functionally cohesive/focused and could be under the estimated range for small departments selected for review.

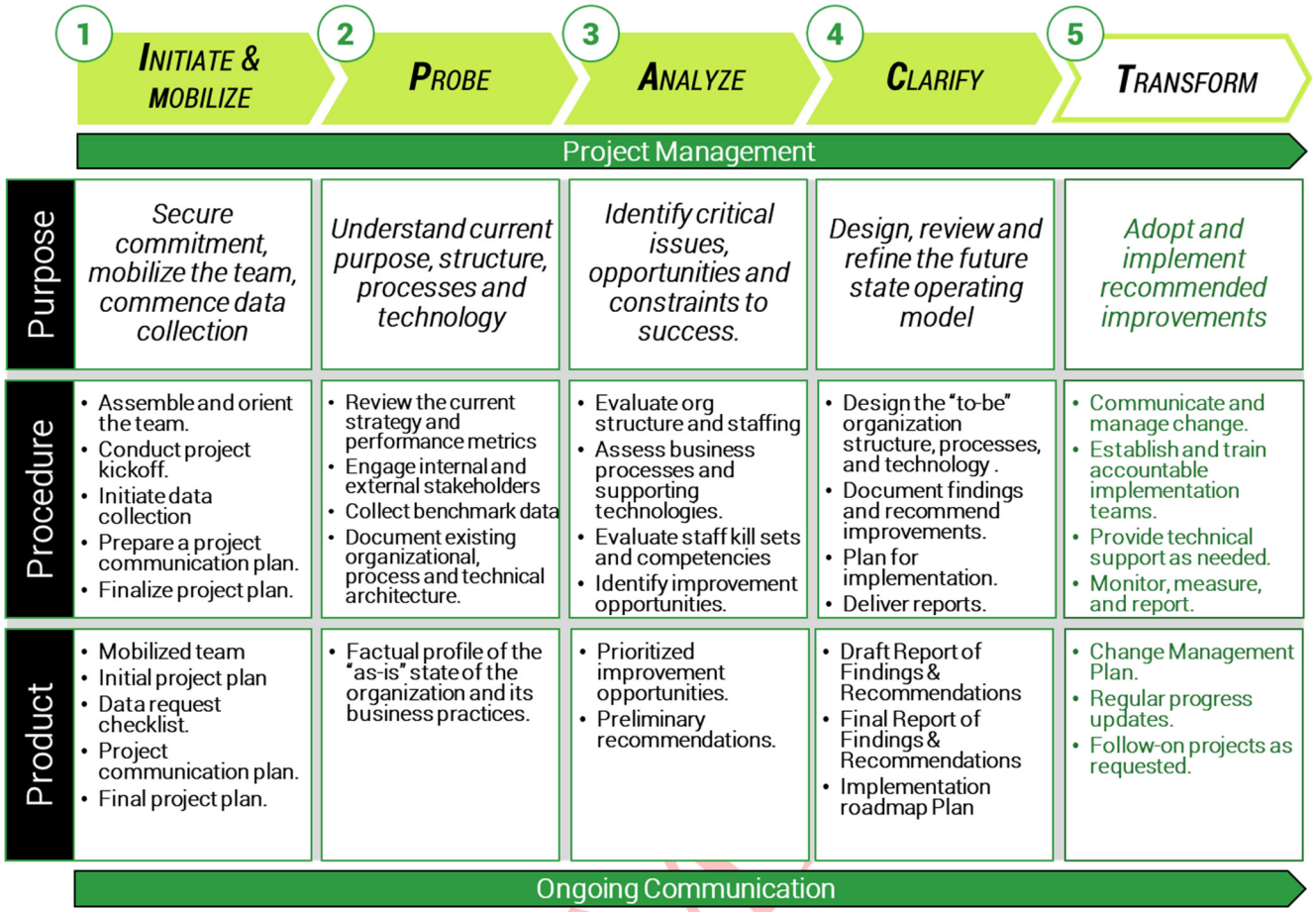
We recommend approaching this option as a Master Service Agreement, allowing the City Manager to periodically issue work order requests for a review of all or a part of a given department, either on a regular cycle or on an as-needed basis. This method can help promote the principle of "continuous improvement" over the long term.

*For each department or business function selected for review, Baker Tilly will apply a proven organizational and operational assessment methodology, adapted to the specific requirements of each assignment. Called **ImPACT**, the methodology provides both Baker Tilly and the City a structured consulting framework within which to logically organize the specific tasks required to document, analyze and strengthen organizational performance.*

As illustrated on the top of the following page, the methodology is organized into five major phases. These phases can be deployed sequentially from start-to-finish, or selectively as needed to meet unique project requirements.

- ***Initiate** and **Mobilize** the project and the consultant/client team to ensure that all participants share a common understanding and commitment to the project goals, and begin data collection.*
- ***Probe** to understand the "as-is" state of organization, staffing, processes and technology of the function under review, establishing the factual foundation for subsequent analysis. This is the primary data collection stage of the methodology.*
- ***Analyze** current operations and results in detail, identifying critical constraints and improvement opportunities, and engaging City staff, and others as may be appropriate, in a dialog on preliminary findings and potential solutions to the issues and challenges identified.*
- ***Clarify** is the reporting stage of the methodology, based on the principal of "no-surprises." Here, the Baker Tilly team will document, review, and refine specific findings and improvement recommendations, both immediate and long-term, for the City's review and comment before finalizing our report.*
- ***Transform** is where the center of gravity of the effort shifts away from the consulting team and towards to City of Bedford. This is the stage of the methodology devoted to the implementation of the recommendations developed through the study process.*

EXAMPLE



*The methodology also defines the **Purpose** of each phase, the **Process** steps or tasks required to achieve the phase goals and the deliverable **Products** that we will develop and provide to you as the result of our work. Each of these will be documented and clarified with you before work on any work order commences. Rigorous project management and effective communications support the accomplishment of each phase.*

EXAMPLE

Deliverables

TBD based on Approach and Project Scope

Project Team

TBD based on Approach and Project Scope

Client Responsibilities and Assumptions

We based our fee estimate on the assumptions detailed below. Should any of these change during the engagement, we will bring the matter to the City's attention immediately and prepare a change order detailing the new requirements and corresponding budget impact. We will not undertake additional work without the City's written approval. Assumptions include:

- The City's senior management are fully committed to the success of this project
- The City recognizes that the services provided are advisory in nature only and that the City will assume full responsibility for implementation decisions
- Baker Tilly will have access to, and be provided with, electronic or other readily available data without the need to conduct data extraction or comprehensive synthesis

- Information will be provided within the specified timeframes and format
- No significant changes in scope from that outlined in this proposal
- The City's project manager will be responsible for coordinating activities with the consulting team and City personnel, as needed, throughout the project
- Adherence to project timelines is dependent upon the availability of City personnel to participate in interviews, deliverable reviews, etc.
- The City will assist the Baker Tilly project manager in keeping the project within the predefined scope to ensure timely and on-budget completion of the engagement
- The City will provide access to internet to staff for web-based interviews and meetings
- Work will be performed at both the City's offices and Baker Tilly facilities as appropriate for the type of work being performed and the current COVID 19 restrictions.

Anticipated Schedule

TBD based on Approach and Project Scope

Compensation and Invoicing

Option 1 – High-Level Opportunity Assessment Approach

A reasonable estimate for the project is $60,000 in professional fees. Under this option, approximately 30-35% of that budget would be consumed in the opportunity assessment phase, leaving roughly $40,000 to support the analysis high priority/high impact projects as directed by the City Manager. In the event that more (or less) high potential projects are warranted, the remaining budget would be adjusted up or down at the City's direction.

Option 2 – Individual Departments Selected by the City Manager

An "order of magnitude" fee range estimate for a full review of a single department, by size category, is:

- *Large Department - $60,000-$75,000*
- *Medium Department: $40,000 - $50,000*
- *Small Department: $20,000 - $25,000*

Baker Tilly will perform the services described above on a fixed professional fee basis, plus reimbursement of out of pocket expenses. Based on the scope of services, assumptions and general business terms set forth herein, Baker Tilly will provide the City with monthly progress invoices for professional fees and expenses. Expenses will be billed on an actual cost basis without markup for profit or administrative overhead. Invoices are payable upon receipt.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix. We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

EXAMPLE

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Kathleen Aho
Principal
T: +1 (651) 223 3048
E: kathy.aho@bakertilly.com

David W. Eisenlohr
Managing Director
T: +1 (214) 577 6525
E: david.eisenlohr@bakertilly.com

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

EXAMPLE

AGENDA

Council Agenda Background

PRESENTER: Sean Fay, Fire Chief **DATE:** 09/08/20

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

ITEM:

Consider a resolution authorizing the Interim City Manager to purchase equipment to enable firefighters and paramedics to respond more safely and efficiently to incidents involving COVID-19, from Stryker Medical as a sole-source vendor, and through the U.S. General Services Administration's Disaster Purchasing Program, in an amount not to exceed $129,118.

City Attorney Review: N/A

SUMMARY:

This is a proposal to purchase three new Stryker LifePak 15 cardiac monitor/defibrillator units. The monitor/defibrillators will be used to create three ambulance reset kits that will be kept on-hand to reduce the turn-around time necessary to decontaminate ambulances and make them ready for service again after responding to known or suspected COVID-19 patients.

BACKGROUND:

The City of Bedford operates three front-line ambulances, one at each fire station. The proposed reset kits consist of loose equipment items that are frequently contaminated during response to COVID-19 positive patients, which take an extended period of time to decontaminate. One kit will be located at each fire station. The kits would include a Lifepak 15 cardiac defibrillator/monitor and other critical care loose equipment, such as advanced airway equipment, a portable suction unit, IV equipment, and a basic paramedic jump kit.

This proposal would provide one reset kit for each front-line ambulance to have readily available at each fire station. The equipment would be used to quickly swap out between calls where contamination has occurred or is suspected to have occurred. This proposal would allow personnel to quickly remove affected equipment (contaminated equipment will be placed in isolation for decontamination) and replace it with the reset kit equipment. This is advantageous because it will reduce the amount of time necessary to decontaminate the ambulance and place it back in service for the citizens.

The LifePak 15 purchase will be made through Stryker Medical, which is a sole-source vendor. Additionally, the purchase is approved under the U.S. General Services Administration's Disaster Purchasing Program, which is a federal cooperative purchasing program.

Funding for this item will come from Coronavirus Aid, Relief, and Economic Security (CARES) Act funds from Tarrant County.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to purchase equipment to enable firefighters and paramedics to respond more safely and efficiently to incidents involving COVID-19, from Stryker Medical as a sole-source vendor, and through the U.S. General Services Administration's Disaster Purchasing Program, in an amount not to exceed $129,118.

FISCAL IMPACT:		ATTACHMENTS:
Tarrant County CARES Funds:	**$129,118**	**Resolution** **LifePak 15 CARES Act Quote** **Strkyer Sole Source Letter**

AGENDA

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO PURCHASE EQUIPMENT TO ENABLE FIREFIGHTERS AND PARAMEDICS TO RESPOND MORE SAFELY AND EFFICIENTLY TO INCIDENTS INVOLVING COVID-19, FROM STRYKER MEDICAL AS A SOLE-SOURCE VENDOR, AND THROUGH THE U.S. GENERAL SERVICES ADMINISTRATION'S DISASTER PURCHASING PROGRAM, IN AN AMOUNT NOT TO EXCEED $129,118.

WHEREAS, firefighter/paramedics respond to and provide critical services to persons infected with COVID-19; and,

WHEREAS, in the response to persons infected with COVID-19, ambulances and other medical equipment are frequently exposed to and temporarily contaminated by the COVID-19 virus; and,

WHEREAS, the Bedford Fire Department could improve emergency response efficiency through the purchase of three LifePak cardiac defibrillator/monitor units and associated accoutrements; and,

WHEREAS, the City of Bedford, Texas will work with the Stryker Medical company to purchase said equipment through the cooperative purchasing program, U.S. General Services Administration's Disaster Purchasing Program.

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

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

SECTION 2. **That the City Council hereby authorizes the Interim City Manager to purchase equipment to enable firefighters and paramedics to respond more safely and efficiently to incidents involving COVID-19, from Stryker Medical as a sole-source vendor, and through the U.S. General Services Administration's Disaster Purchasing Program, in an amount not to exceed $129,118.**

PRESENTED AND PASSED this 8th day of September 2020, by a vote of __ ayes, __ nays and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____

Michael Boyter, Mayor

ATTEST:

_____

Michael Wells, City Secretary

AGENDA

stryker

LP15

Quote Number:	10183720	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CITY OF BEDFORD	Rep:	Heidi McGregor
	Attn: Mark Williams	Email:	heidi.mcgregor@stryker.com
	mark.williams@bedfordtx.gov	Phone Number:	
	817-480-8748		
Quote Date:	08/07/2020		
Expiration Date:	12/31/2020		

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	CITY OF BEDFORD	Name:	CITY OF BEDFORD	Name:	CITY OF BEDFORD
Account #:	1077783	Account #:	1077783	Account #:	1077783
Address:	1816 BEDFORD RD	Address:	1816 BEDFORD RD	Address:	1816 BEDFORD RD
	BEDFORD		BEDFORD		BEDFORD
	Texas 76021		Texas 76021		Texas 76021

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001373	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Temp, BT. Incl at N/C: 2 pr QC Electrodes(11996-000091) & 1 Test Load(21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	3	$30,428.14	$91,284.42
2.0	41577-000290	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment; Temperature Adapter Cable, 5ft	3	$0.00	$0.00
3.0	11577-000004	Station Battery Charger - For the LP15	3	$1,160.80	$3,482.40
4.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	12	$293.97	$3,527.64
5.0	11171-000082	Masimo™;RC Patient Cable - EMS, 4 FT.	3	$250.00	$750.00
6.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	3	$445.90	$1,337.70
7.0	11171-000050	Masimo™Rainbow™ DCIP Pediatric Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	3	$528.00	$1,584.00
8.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	3	$73.00	$219.00
9.0	11160-000011	NIBP Cuff-Reusable, Infant	3	$14.32	$42.96
10.0	11160-000013	NIBP Cuff-Reusable, Child	3	$16.58	$49.74
11.0	11160-000017	NIBP Cuff -Reusable, Large Adult	3	$22.61	$67.83
12.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	3	$33.92	$101.76
13.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	3	$337.00	$1,011.00

PENDING APPROVAL

AGENDA

stryker

LP15

Quote Number:	10183720	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CITY OF BEDFORD	Rep:	Heidi McGregor
	Attn: Mark Williams	Email:	heidi.mcgregor@stryker.com
	mark.williams@bedfordtx.gov	Phone Number:	
	817-480-8748		
Quote Date:	08/07/2020		
Expiration Date:	12/31/2020		

#	Product	Description	Qty	Sell Price	Total
14.0	11220-000028	LIFEPAK 15 Carry case top pouch	3	$61.00	$183.00
15.0	11260-000039	LIFEPAK 15 Carry case back pouch	3	$87.00	$261.00
16.0	11996-000474	4G Modem: Verizon Cellular (for use on customer data plan; purchased separately)	3	$1,205.00	$3,615.00
			Equipment Total:		$107,517.45

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
17.1	78000008	On Site Prevent for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Temp, BT. Incl at N/C: 2 pr QC Electrodes(11996-000091) & 1 Test Load(21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	3	$7,200.00	$21,600.00
			ProCare Total:		$21,600.00

Price Totals:

Grand Total:	$129,117.45

Comments:

This order is placed under GSA Schedule number V797D-40291 under the authorityof the GSA Disaster Purchasing program. The products and services purchased will be used in preparation or response to disasters or recovery from major disasterdeclared by thePresident, or recovery from terrorism or nuclear, biological, chemical, or radiological attack.****Purchaser agrees that this order shall be subject to the conditions contained in GSAM552.238-80, and that the supplies or services purchased under this order will be used for governmental purposes only and will not beresold for personal use.**

PENDING APPROVAL

AGENDA

stryker

LP15

Quote Number:	10183720	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	CITY OF BEDFORD	Rep:	Heidi McGregor
	Attn: Mark Williams	Email:	heidi.mcgregor@stryker.com
	mark.williams@bedfordtx.gov	Phone Number:	
	817-480-8748		
Quote Date:	08/07/2020		
Expiration Date:	12/31/2020		

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

_____

AUTHORIZED CUSTOMER SIGNATURE

PENDING APPROVAL

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

AGENDA

stryker

To whom it may concern:

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New Emergency Relief Patient Cover
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR® coaching devices
- CODE-STAT™ data review software and service
- Power-PRO XT ambulance cot
- Performance-PRO XT ambulance cot
- Power-LOAD cot fastener
- Stair-PRO stair chair
- Performance-LOAD cot fastener
- LIFEPAK CR2 automated external defibrillator
- LIFEPAK CR Plus automated external defibrillator
-

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.net® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe Solution℠ Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Senior Director, Americas Sales

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Emergency Care
11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

AGENDA

Council Agenda Background

PRESENTER:	Tom Jacobsen, Cultural Commission Chair Josh Santillan, Cultural Commission Vice Chair	**DATE:**	09/08/20

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

ITEM:

Consider a resolution approving the Cultural Commission Strategic Plan for fiscal years 2021 through 2024.

City Attorney Review: N/A

SUMMARY:

This item is to request approval of the Cultural Commission Strategic Plan for fiscal years 2021 to 2024 in accordance with City Ordinance Chapter 2, Article IV, Division 4, Section 2-240 – Purpose.

BACKGROUND:

Per City Ordinance, the Cultural Commission is required to have a Strategic Plan. The last Strategic Plan for the Commission was prepared by a contracted firm and ran through 2018. The Commission developed a new Strategic Plan on to cover the fiscal years 2021 through 2024. The plan provides flexibility to the Commission to develop and implement projects promoting the arts in the City, as well as supporting City staff with cultural events throughout the year.

RECOMMENDATION:

The Cultural Commission recommends the following motion:

Approval of a resolution approving the Cultural Commission Strategic Plan for fiscal years 2021 through 2024.

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
Strategic Plan Document

AGENDA

RESOLUTION NO. 2020-

A RESOLUTION APPROVING THE CULTURAL COMMISSION STRATEGIC PLAN COVERING FISCAL YEARS 2021 THROUGH 2024.

WHEREAS, the City Council of Bedford, Texas wishes to expand and support arts and culture; and,

WHEREAS, the City Council of Bedford, Texas wishes to approve the Cultural Commission Strategic Plan covering fiscal years 2021 through 2024.

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 approve the Cultural Commission Strategic Plan covering fiscal years 2021 through 2024.**

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

PRESENTED AND PASSED this 8th day of September 2020, by a vote of __ ayes, __ nays and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____

Michael Boyter, Mayor

ATTEST:

_____

Michael Wells, City Secretary

Bedford Cultural Commission
Strategic Plan
Fiscal Years 2021 to 2024

Executive Summary

The Bedford Cultural Commission is a nine-member advisory committee to the City Council and City Manager charged with supporting arts and culture in the City. The Commission is charged, via ordinance, with developing a Strategic Plan to address arts and culture in the City.

The Strategic Plan will address objectives and projects covering the City's fiscal years 2021 to 2024. As a living document, the Strategic Plan will be reviewed and updated at least annually. More frequent reviews and updates will be made as the Commission determines there is a need.

The objectives and projects covered in the Strategic Plan will drive annual work planning for the Commission, as well as assist City staff and Council in incorporating various projects and events in the City's annual budget, as needed.

Cultural Commission Purpose

Per the city ordinance, the current purpose of the Cultural Commission is as follows:

> *The purpose of the Cultural Commission is to serve as an advisory body to the City Council in order to improve arts and culture in the City of Bedford. The Cultural Commission will enhance arts and culture in Bedford by supporting the cultural district, developing strategic plans and reports, encouraging arts/cultural related communication and awareness, researching and recommending priorities and projects to the City Council, and assisting the City of Bedford with cultural programming. On an annual basis, the Commission shall present a report to the city Council regarding their activities.*

The purpose of the Commission should be revisited by the Commission to propose revised language to the City Council. The purpose should be periodically reviewed and revised as deemed necessary by the Commission with input from City staff.

Roles & Responsibilities

Mayor & City Council

- The Mayor and City Council will designate one Council member to be the liaison between the Commission and City Council.
- Review and approve the Strategic Plan as presented by the Commission.
- Assist with accomplishing the objectives and programs as outlined by the Commission.
- Ensure all arts and cultural non-profits operating in the City are treated equally and fairly as it relates to utilization of City facilities, programming, funding, and events.
- Designate staff and time to assist the Commission.
- Include arts and cultural elements in City master plans, as appropriate.
- Include arts and cultural elements funding in fiscal year budgets, as appropriate.
- Require City contractor(s) hired for future construction related to cultural projects and specifically the Arts & Entertainment facility to seek Cultural Commission input at appropriate intervals of the construction projects.

City Staff

City staff can best support the Commission by:

- Identifying City resources to support arts programming.
- Supporting the implementation of events and initiatives.
- Managing the City's arts events through scheduling and identifying volunteer needs.
- Develop the Commission budget and ensure it is included in the overall City budget on an annual basis.
- Identifying grant opportunities.
- Facilitating cross commission/boards projects.
- Identify and facilitate opportunities for the commission's input in City plans and initiatives.
- Expanding and managing Commission marketing and promotion of arts and cultural events.

Cultural Commission

The Commission members should strive to meet the following roles to accomplish the Strategic Plan objectives as well as any committee/sub-committee arts and cultural programs identified during their tenure on the committee.

- Create opportunities that increase the arts and cultural events in the City.
- Assist City staff to build awareness of arts and cultural activities in the City through Marketing. Marketing should utilize the latest social media platforms, online City Magazine, active City arts organizations, as well as other Boards & Commissions.
- Track and document all Commission achievements throughout each fiscal year.
- Take advantage of opportunities to have art throughout the community.
- Identify grant opportunities and provide input and support to the City grant writer.
- Create and manage a list of all arts resources in the City as well as the Region.
- Identify and develop arts and cultural events and programs that positions the City as an arts/cultural destination.

City Arts & Cultural Events

- Arts Fest
- Blues & BBQ Fest
- Community Affairs Commission Block Parties
- HEB Reads

The City arts and cultural events may change over time. The above list of events is currently the active City events. The Commission will assist City staff with all arts and cultural events by volunteering before, during, and after an event. In addition, the Commission will help identify and secure sponsorships and/or additional funding for any event that City staff indicates assistance is needed.

Cultural Commission Arts Projects

The Commission will have arts projects that are being spearheaded by a sub-committee of the Commission. Examples include such things as (1) Pop Up Art events in shopping centers to bring notice to empty, leasable spaces in strip centers in the City; (2) murals on buildings throughout the City; (3) art along the linear trail in the City; and (4) wrapping electrical boxes throughout the City in prime locations with art.

The sub-committee is charged with developing and maintaining an ongoing list of arts projects that the Commission will support and spearhead. City staff will provide guidance, as well as assist with any project that requires presentation and approval by the City Council.

A second sub-committee is charged with developing commissioned artwork for the City. This sub-committee will identify artists, costs related to the commissioned artwork, locations where the artwork will be placed, and present these opportunities to the City Council and staff.

Cultural Commission Objectives

Fiscal year 2019-2020

- Provide input to Webb Management regarding the Arts & Entertainment facility to be built on Old Bedford School property.
- Begin discussions with the Beautification Commission on developing a plan to showcase art on the Old Bedford School grounds that will complement the new Arts & Entertainment facility.
- Support the Arts Project sub-committee by helping to raise funds through a Bedford arts non-profit. Funds raised will be used to support bringing the sub-committee projects to fruition.
- Begin to explore cross-commission/board projects that complement the work of the Cultural Commission. Any projects identified will include location, costs, need for City Council approval, etc.
- Begin to develop a list of all cultural activities and groups in the City. Once the list is developed, look at ways to promote each to the citizens of Bedford.

Fiscal year 2021 through 2024

The City events listed below each have the specific activities the Commission will be involved with:

- *Arts Fest – Assist City staff in creating an event that begins to steer away from a "craft" event and becomes more art driven.*
  - Develop a list of local & regional artists to be contacted to participate. Utilize Trinity Arts Guild, MidCities Artist group, Central Arts, and Fort Worth Main Street Arts festival to create a base list.
  - Begin work to assist City staff to make the event one that draws in artists from out of region and state.
- *HEB Reads – Assist City staff as requested.*
  - Head up the Chalk Art event within the HEB Reads event.
  - Request a local artist to create awards for the kids.
- *Community Affairs Commission Block Party – Assist City staff as requested.*
  - Determine if a part of the Block Party could be geared toward kids and potentially include chalk art or some other activity that would highlight art in the City.
- *Blues & BBQ Event – Assist City staff as requested.*
  - Determine if City staff needs assistance from Commission members to help with sponsors for this event.

Cultural Commission Annual Report to City Council

Before the end of each fiscal year, the Commission shall develop an annual report that will be provided to the City Council. The report should include the following type items (note – the list is not all inclusive). A brief summary of:

- All events and programs provided by the Commission.
- The marketing utilized by the Commission and how each type worked.

- The grants pursued by the Commission to help fund arts programs and events.
- Assistance the Commission provided to City staff during events in the fiscal year.
- Tentative arts and cultural events for the next fiscal year.
- Any proposed changes to the ordinance governing the Commission.

If Commission members deem additional reporting to the City Council is necessary during the fiscal year, then the Commission will develop the report and present it to City Council.

AGENDA

Council Agenda Background

PRESENTER:	Tom Jacobsen, Cultural Commission Chair Josh Santillan, Cultural Commission Vice Chair	**DATE:**	09/08/20

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

ITEM:

Consider a resolution authorizing the Cultural Commission to paint a mural on the Roy Savage Pool building wall.

City Attorney Review: N/A

SUMMARY:

This item is to request approval on the design and art project developed by the Cultural Commission to paint a mural on the Roy Savage Pool building wall. This is a new project to promote arts in Bedford, as well as solicit public participation in painting the mural.

BACKGROUND:

The Cultural Commission has been tasked by the City Council and the Ordinance to serve as an advisory body to improve arts and culture in the City of Bedford. The Cultural Commission has developed a list of arts projects to be implemented over the remaining fiscal year and into the future. The mural at Roy Savage Pool will enhance the existing wall by including Bedford landmarks, as well as promote the pool through an aquatic theme.

The Cultural Commission will spearhead the project by gaining donations for materials, writing communication material to promote the project, and manage the entire project from start to finish. The Cultural Commission is also seeking funding to support this unbudgeted project from the Tourism Fund.

RECOMMENDATION:

The Cultural Commission recommends the following motion:

Approval of a resolution authorizing the Cultural Commission to paint a mural on the Roy Savage Pool building wall.

FISCAL IMPACT:

Tourism Fund: $1,574

ATTACHMENTS:

Resolution
PowerPoint Presentation

AGENDA

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING THE CULTURAL COMMISSION TO PAINT A MURAL ON THE ROY SAVAGE POOL BUILDING WALL.

WHEREAS, the City Council of Bedford, Texas wishes to expand and support arts and culture; and,

WHEREAS, the City Council of Bedford, Texas wishes to approve the design and art project developed by the Cultural Commission to paint a mural on the Roy Savage Pool building wall.

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 approve the design and art project developed by the Cultural Commission to paint a mural on the Roy Savage Pool building wall.**

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

PRESENTED AND PASSED this 8th day of September 2020, by a vote of __ ayes, __ nays and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____

Michael Boyter, Mayor

ATTEST:

_____

Michael Wells, City Secretary

AGENDA

Roy Savage Pool Mural Proposal

City Council Meeting
September 8, 2020

AGENDA

Steps to Accomplish Project

- Cultural Commission approved the proposed design on July 13, 2020
- Cultural Commission members will work to get paint, rollers, brushes, drop cloths, and any other material needed for the project donated
  - Potential paint donors – Sherwin Williams, Qualtex, Central Arts of Bedford
  - Potential donors for other supplies – public, Sparkling Ice

AGENDA

Steps to Accomplish Project

- Proposal presented to City Council
- City Council approval received
- Set date(s) for work to be done
- Communication to the public drafted, approved and, rolled out on City Website and social media sites
    - Public to be invited to participate in painting the mural but will be limited due to the size of the wall and current conditions (i.e., COVID-19).

AGENDA

AGENDA

Council Agenda Background

PRESENTER: Wendy Hartnett, Special Events Manager **DATE:** 09/08/20

Council Mission Area: Support and develop arts and culture in Bedford.

ITEM:

Consider a resolution approving a Signal Box Art Project to promote arts and culture.

City Attorney Review: N/A

SUMMARY:

This item is to request approval of a Signal Box Art Project to promote arts and culture.

BACKGROUND:

The Signal Box Art Project is modeled after a similar project in North Richland Hills that has been in place for seven years. The North Richland Hills project is partially funded by donations from the public through their City website.

The art images will come from local artists. The Cultural Commission will spearhead the project by promoting a newly created donation page on the City's website specifically for arts projects, help develop communication material, and manage the entire project.

The Cultural Commission is also seeking $2,500 budgeted for the Commission in FY19-20 to start the project.

RECOMMENDATION:

The Cultural Commission recommends the following motion:

Approval of a resolution approving a Signal Box Art Project to promote arts and culture.

FISCAL IMPACT:

Cultural Commission Budget	$2,500

ATTACHMENTS:

Resolution
PowerPoint Presentation

AGENDA

RESOLUTION NO. 2020-

A RESOLUTION APPROVING A SIGNAL BOX ART PROJECT TO PROMOTE ARTS AND CULTURE.

WHEREAS, the City Council of Bedford, Texas wishes to expand and support arts and culture; and,

WHEREAS, the City Council of Bedford, Texas wishes to approve the Signal Box Art Project to promote arts and culture in the City.

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 approve the Signal Box Art Project to promote arts and culture in the City.

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

PRESENTED AND PASSED this 8th day of September 2020, by a vote of __ ayes, __ nays and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____

Michael Boyter, Mayor

ATTEST:

_____

Michael Wells, City Secretary

AGENDA

SIGNAL BOX ART WRAP PROJECT

SIGNAL BOX ART WRAP PROJECT

Signal Box Size

- NEMA Controller Cabinet 44” W x 26” D x 55” H
- Alpha Battery Backup Cabinet 16.5” W x 16.5” D x 48” H

SIGNAL BOX ART WRAP PROJECT

Cost Estimates to Wrap each Box

- Estimates were requested from two companies
- Best estimate received from BSG Wraps, which is the company used by North Richland Hills

# of Signal Boxes	Cost (Includes Install)
1	$585.00
2	$1,170.00
6	$3,510.00
8	$4,212.00

- The City has budgeted $2,500.00 for the Cultural Commission to use for projects.
- The Commission is requesting this money be used to fund four signal box wraps.
- Ongoing funding for this project will be through a newly created donation page on the City website set up specifically to fund arts projects. This will be modeled after the City of North Richland Hills arts donation page.

SIGNAL BOX ART WRAP PROJECT

Signal Box Locations – To start the project (Priority Order)

- Cummings Drive & Central Drive
- Harwood Road & Central Drive
- Bedford Road & Brown Trail
- Forest Ridge & Schumac

AGENDA

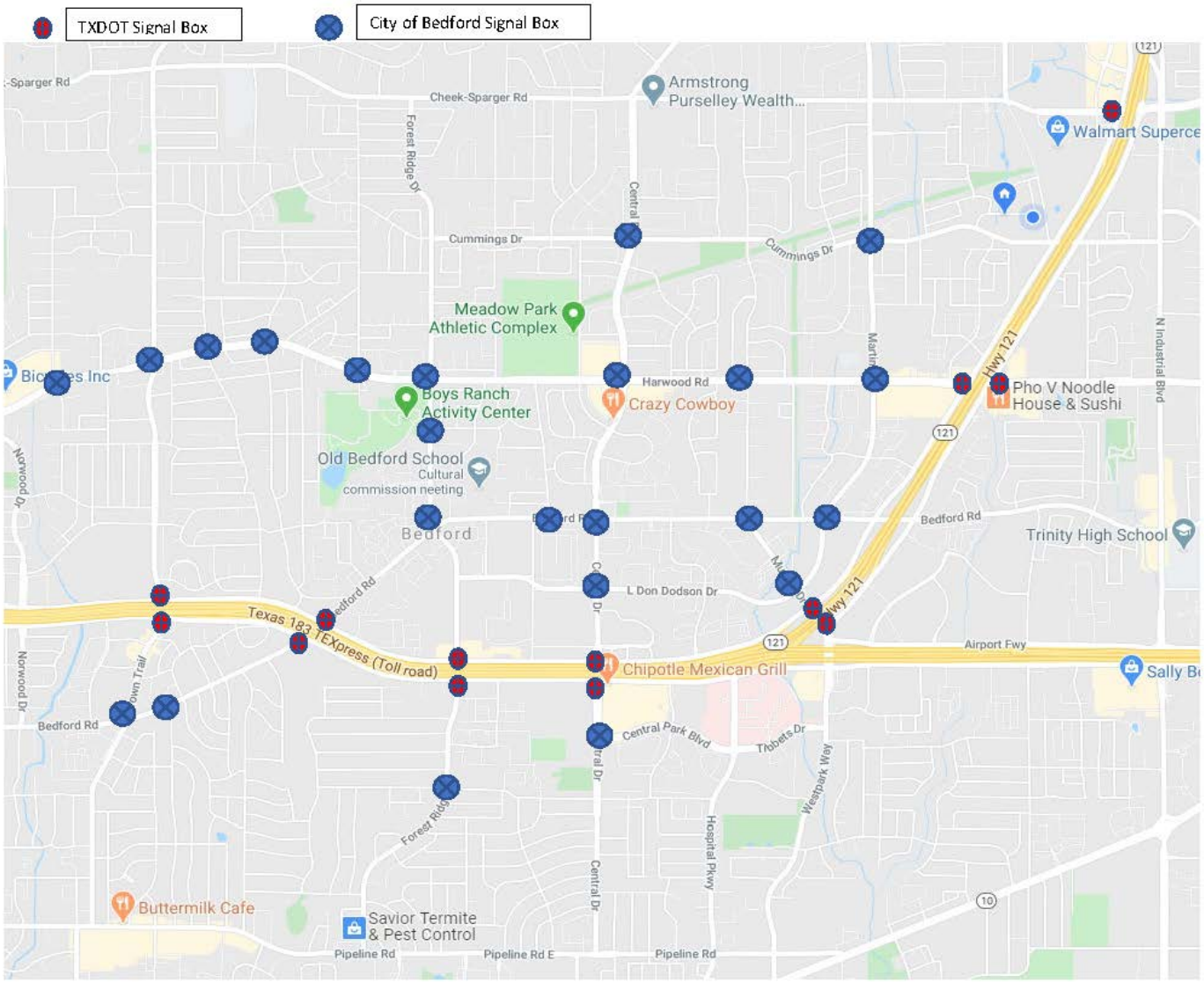
SIGNAL BOX LOCATIONS

Signal Box locations per City Ordinance

Bedford Road at Barr Drive	Shady Brook at Harwood Road
Blue Quail/Greg at Harwood Road	Central Drive at Harwood Road
Brown Trail at Bedford Road	Central Drive at Cummings Drive
Brown Trail at Harwood Road	Murphy Drive at Martin Drive
Forest Ridge at Schumac	Murphy Drive at Bedford Road
Forest Ridge at Bedford Road	Murphy Drive at Harwood Road
Forest Ridge at Harwood Road	McLain at Harwood Road
Forest Ridge at Lincolnshire	Martin Drive at Bedford Road
Central Drive at Central Park Boulevard	Martin Drive at Harwood Road
Central Drive at L. Don Dodson	Martin Drive at Cummings Drive
Central Drive at Bedford Road	Murphy Drive at L Don Dodson/ Martin Drive
Ravenswood at Bedford Road	State Highway 183 at Forest Ridge Drive
Spring Valley at Harwood Road	State Highway 183 at Bedford Road
State Highway 183 at Brown Trail	State Highway 121 at Murphy Drive
State Highway 183 at Central Drive	State Highway 121 at Cheek Sparger
State Highway 121 at Harwood Road	

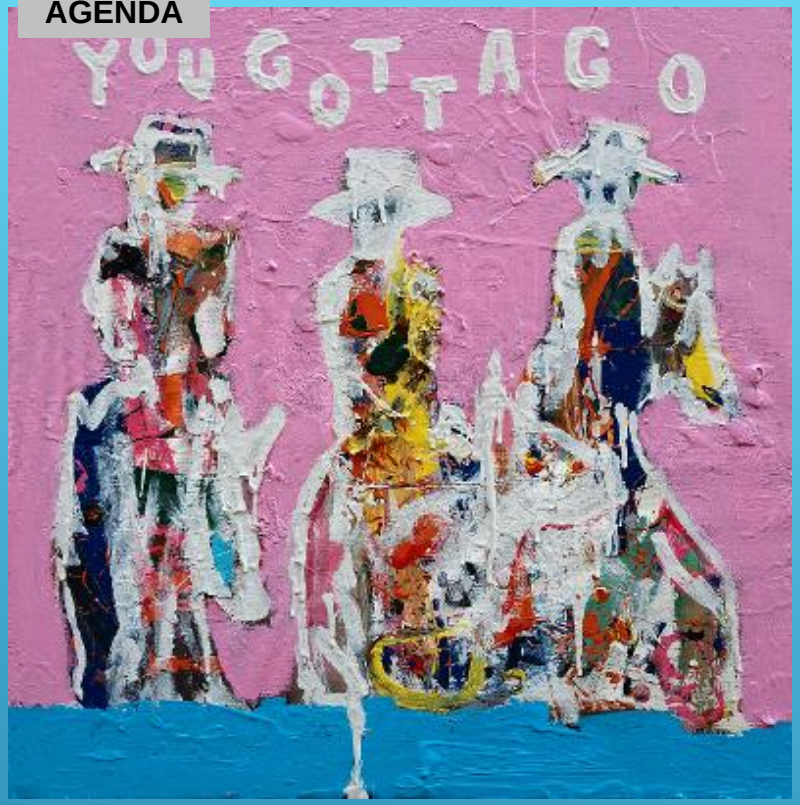
AGENDA

SIGNAL BOX LOCATIONS MAP

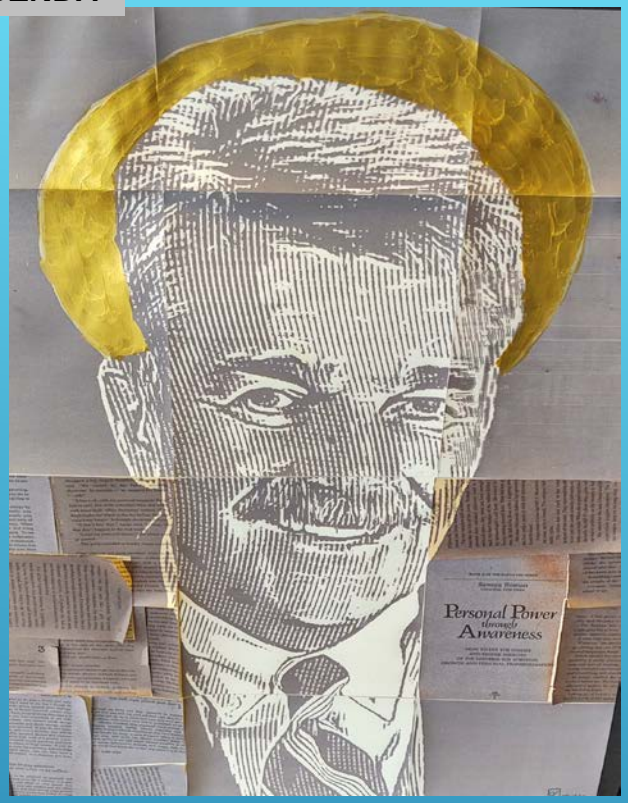


SIGNAL BOX ART PROJECT

- Commission picked eight images to start the project


YOU GOTTA GO

Discover the Center FOR ART
B
BEDFORD


Personal Power through Awareness

Kimmie
Hamm

AGENDA

Council Agenda Background

PRESENTER: Kelly Snook, Capital Projects Director **DATE:** 09/08/20

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

ITEM:

Consider a resolution authorizing the Interim City Manager to enter into a contract with CMJ Engineering, Inc. for Construction Materials Testing (CMT) services in an amount not to exceed $460,190.80.

City Attorney Review: Yes

SUMMARY:

This item is to approve a contract with CMJ Engineering, Inc. for Construction Materials Testing services.

BACKGROUND:

Construction Materials Testing Services Proposal:

Construction Materials Testing (CMT) is the testing of materials used to build new projects, add to existing projects, or amend existing construction projects. This testing is performed by both on-site observation, inspection and laboratory testing of samples and materials. Proper CMT can reveal any number of issues related to construction quality which can affect the durability and safety of the completed project at Generations Park.

CMT can highlight future risks and assist with engineering decisions. Without CMT, the project management team may not know if the quality of the construction meets the requirements and specifications of the contract. CMT ensures that the products and materials meet the American Society for Testing and Materials (ASTM) standards for construction. For this project, the inspections are to be performed in accordance with the 2018 International Building Code, which not only include ASTM but also American Concrete Institute, the Masonry Society and, in certain instances, the Texas Department of Transportation for City property.

Scope of Work:

Earthwork: Laboratory testing of existing subgrade, fill, backfill, select fill and stabilized pavement subgrade materials, in-place moisture/density testing of same. In-place sieve analysis of stabilized pavement subgrade, the aggregate used in pavement must meet size and value to ASTM standards.

Hot Mix Asphalt Concrete (HMAC) Pavement: Laboratory determination of maximum theoretical specific gravity of base and surface courses, in-place density monitoring by nuclear methods.

Drilled Piers: On-site verification of initial pier start by a project manager, senior pier specialist or a geotechnical engineer if required. Full-time excavation observation, reinforcing steel observation, and concrete testing and observation.

Cast-in-Place Concrete: Pre-concrete placement reinforcing steel observation. On-site placement observation and testing to include slump, temperature, entrained air content, and the molding of test cylinders. Laboratory curing and testing of cylinders.

Masonry: Perform the weekly general structural masonry constructions observations as required by the International Building Code (IBC).

Structural Steel Observation: On-site visual observation and testing of field welded and bolted connections by a certified welding inspector, and on-site ultrasonic testing of full-penetration welds by a certified non-destructive testing technician as required.

This is a not-to-exceed contract and will only be billed as needed per hourly rate as specified and will be in place throughout the duration of the project. This is a third-party professional consultant, which is separate and independent from the design consultants and the contractor. This contract amount is included in the cost estimate as presented to City Council on August 24, 2020.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the Interim City Manager to enter into a contract with CMJ Engineering, Inc. for Construction Materials Testing (CMT) services in an amount not to exceed $460,190.80.

FISCAL IMPACT:

Series 2018 GO Bonds:	**$460,190.80**

ATTACHMENTS:

Resolution
Contract

AGENDA

RESOLUTION NO. 2020-

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A CONTRACT WITH CMJ ENGINEERING, INC. FOR CONSTRUCTION MATERIALS TESTING (CMT) SERVICES IN AN AMOUNT NOT TO EXCEED $460,190.80.

WHEREAS, the City Council of Bedford, Texas determines the necessity to obtain Construction Materials Testing services for site and architectural facilities in Generations Park; and,

WHEREAS, Construction Materials Testing is in accordance with the plans and specifications for the Phase Next: Generations Park and the Center project, and are required by the International Building Code for new building construction; and,

WHEREAS, in order to ensure durable, viable project and safe construction, the procurement of third-party Construction Materials Testing services, which is a professional services contract, is necessary for the safe construction of Generations Park and the facilities therein; and,

WHEREAS, the City Council of Bedford, Texas wishes to authorize the Interim City Manager to enter into a contract for Construction Materials Testing services with CMJ Engineering, Inc. in an amount not to exceed $460,190.80.

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 Interim City Manager enter into a contract with CMJ Engineering, Inc. for construction materials testing services in an amount not to exceed $460,190.80.**

SECTION 4. **That the funding in the amount of $460,190.80 will come from the Series 2018 GO Bonds.**

PRESENTED AND PASSED this 8th day of September 2020, by a vote of __ ayes, __ nays and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____

Michael Boyter, Mayor

ATTEST:

_____

Michael Wells, City Secretary

AGENDA

CMJ ENGINEERING, INC.

7636 Pebble Drive
Fort Worth, Texas 76118
www.cmjengr.com

Cost Estimate No.: 20-148
August 11, 2020

City of Bedford
Attn: Kelly Snook
2000 Forest Ridge Drive
Bedford, Texas 76021
email: Kelly.Snook@bedfordtx.gov

ESTIMATE
CONSTRUCTION MATERIALS TESTING SERVICES FOR
BOYS RANCH PARK PHASE NEXT
BEDFORD, TEXAS

Dear Ms. Snook,

We are pleased to submit this cost estimate for providing construction materials engineering services on the above referenced project. **We understand we have been selected to provide these services based on our qualifications.**

Cost Estimate - Defined

This is an ESTIMATE and should in no way be considered a lump sum proposal. CMJ will only bill for the services that we actually perform. Should we perform more services than the quantities contained in this estimate, the estimated budget may be exceeded. Conversely, should we provide fewer services than the quantities contained in this estimate, then the actual costs may be lower than the estimated budget contained herein. It should also be pointed out that CMJ does not bill for individual nuclear field density tests, field gradations or daily gauge fees.

This Estimate is also highly dependent upon the contractor's means and methods, such as the size of areas / amount of items ready for testing per site visit, size/rate of concrete placements, method of masonry grouting (once per day or several times per day, pumping or hand placement), etc. As the contractor typically schedules our services, the number of site visits are generally beyond our control. In creating this Estimate, we can only make assumptions as to the means and methods the individual contractors may choose to follow based on our experience.

Scope of Work

Our scope of service is based on our review of the preliminary drawings and our understanding of the project's testing needs. /. We propose to service this project on a call out, as-needed basis. **All same-day service requests will be charged the greater of either $250 or our actual rescheduling costs based on the project's unit fees, for each site visit performed.**

Earthwork

Laboratory testing of existing subgrade, fill, backfill, select fill and stabilized pavement subgrade materials; in-place moisture/density testing of same. In-place sieve analysis of stabilized pavement subgrade.

HMAC Pavement

Laboratory determination of maximum theoretical specific gravity of base and surface courses, in-place density monitoring by nuclear methods.

Drilled Piers

On site verification of initial pier start by a project manager, senior pier specialist or a geotechnical engineer if required. Full time excavation observation, reinforcing steel observation, and concrete testing and observation. Post installation verification of pier reports by project management staff.

Cast-In-Place Concrete

Pre-concrete placement reinforcing steel observation. On-site placement observation and testing to include slump, temperature, entrained air content, and the molding of test cylinders. Laboratory curing and testing of cylinders.

Masonry

Perform the weekly general structural masonry construction observations as required by the IBC Code and the project manual including full-time structural grout placement observation and site casting of structural grout prisms for laboratory compressive strength testing.

Structural Steel Observation

On-site visual observation and testing of field welded and bolted connections by AWS Certified Welding Inspector and on-site ultrasonic testing of full-penetration welds by ANSI Certified Non-Destructive testing technician as required.

Project Budget

Based upon our understanding of your needs and the project specifications, our unit fees and estimated quantities for this project will be as stated on the budget attachment.
All fees for services performed which do not appear on the budget attachment will be based on our standard fee schedule. The final charges will be a function of the total services performed. All charges for laboratory services are F.O.B. our laboratory. **All same-day service requests will be charged the greater of either $250 or our actual rescheduling costs based on the project's unit fees, for each site visit performed.** The prices provided in the attached fee schedule will remain valid for forty-five (45) days from the date on this estimate or for one year from that date if our services for this project are started within that forty-five (45) day period. Invoices will be submitted for these services on a monthly basis. These will be due and payable upon receipt. CMJ will not supervise or direct work that is performed by the contractor or subcontractors and is not responsible for their means and methods utilized or the resultant outcome of their efforts.

Closing

CMJ Engineering, Inc. appreciates the opportunity to submit this estimate. We have provided the attached unit fees that corresponds to our understanding of the work scope that will be required of CMJ Engineering. Feel free to call us if you have any questions regarding our services or estimate. Following your authorization, we are ready to begin work and look forward to providing you with our services.

Respectfully,
CMJ ENGINEERING, INC.

R. Carl Lee, S.E.T.
Executive Vice President

Will Avila
Project Manager

AGENDA

CMJ ENGINEERING, INC.

7636 Pebble Drive
Fort Worth, Texas 76118
Tel: (817) 284-9400 Fax: (817) 589-9993

City of Bedford
Cost Estimate No. 20-148
August 11, 2020

COST ESTIMATE
CONSTRUCTION MATERIALS TESTING SERVICES FOR BOYS RANCH PARK PHASE NEXT BEDFORD, TEXAS

DESCRIPTION	NO	FEE	UNIT	AMOUNT
Earthwork				
Slake Sieve Analysis (TEX 101/110E)	1	$ 194.00	each	$ 194.00
Moisture/Density Relations (ASTM D698)	12	$ 171.00	each	$ 2,052.00
Oversize Rock Correction (ASTM D4718)	1	$ 127.00	each	$ 127.00
Liquid & Plastic Limit (ASTM D4318-B)	12	$ 60.00	each	$ 720.00
Laboratory Sieve Analysis (ASTM C117, D1140)	8	$ 67.00	each	$ 536.00
Laboratory Sieve Analysis (ASTM C136)	12	$ 81.50	each	$ 978.00
Earthwork Observation and Testing Including In-Place Moisture/DensityTesting (ASTM D6938 - Min. 4 hours/trip)	1592	$ 70.50	hour	$ 112,236.00
Earthwork Observation and Testing Overtime	352	$ 105.75		$ 37,224.00
Additional Fee-Test Pit In-Place Moisture/DensityTesting	0	$ 15.00	each	$ -
Project Management/Initial Project Set-up	2	$ 93.00	hour	$ 186.00
Vehicle Trip Charge	224	$ 39.50	trip	$ 8,848.00
Estimated Total for Earthwork Services:				**$ 163,101.00**
Pier Observation				
Concrete Test Cylinders (ASTM C31/39 - 4" x 8" - Min 5/ Set)	465	$ 20.50	each	$ 9,532.50
Senior Pier Specialist (Min. 4 hours/trip)	744	$ 81.50	hour	$ 60,636.00
Senior Pier Specialist Overtime	186	$ 122.25	hour	$ 22,738.50
Project Management	9.1	$ 93.00	hour	$ 846.30
Senior Geotechnical Engineer (1.0 Hour Min. Charge)		$ 139.00	hour	$ -
Cylinder Pick Up	18	$ 145.50	each	$ 2,619.00
Vehicle Trip Charge	114	$ 39.50	trip	$ 4,503.00
Estimated Total for Pier Observation Services:				**$ 100,875.30**
HMAC Paving				
Maximum Theoretical Specific Gravity (TEX 227F)	4	$ 167.00	each	$ 668.00
In-Place Density by Nuclear Method (TEX 207F/III - Min. 4 hours/trip)	32	$ 70.50	hour	$ 2,256.00
Vehicle Trip Charge	4	$ 39.50	trip	$ 158.00
Estimated Total for HMAC Paving Services:				**$ 3,082.00**
Concrete Observation/Testing				
Concrete Test Cylinders (ASTM C31/39 - 4" x 8" - Min. 5/Set)	665	$ 20.50	each	$ 13,632.50
Concrete Testing Technician (Min. 3 hours/trip)	649	$ 48.50	each	$ 31,476.50
Reinforcing Steel Observation without Testing (Min. 3 hours/trip)	135	$ 65.00	hour	$ 8,775.00
Cylinder Pick Up	56	$ 145.50	each	$ 8,148.00
Vehicle Trip Charge	303	$ 39.50	trip	$ 11,968.50
Estimated Total for Concrete Observation/Testing Services:				**$ 74,000.50**

AGENDA

CMJ *ENGINEERING, INC.*

7636 Pebble Drive
Fort Worth, Texas 76118
Tel: (817) 284-9400 Fax: (817) 589-9993

City of Bedford
Cost Estimate No. 20-148
August 11, 2020

COST ESTIMATE
CONSTRUCTION MATERIALS TESTING SERVICES FOR BOYS RANCH PARK PHASE NEXT BEDFORD, TEXAS

DESCRIPTION	NO	FEE	UNIT	AMOUNT
Masonry Testing				
Masonry Grout Prisms (ASTM C1019 - 4/set)	136	$ 31.00	each	$ 4,216.00
Engineering Technician for Masonry Construction Observation (Min. 4 hours/trip)	1040	$ 70.50	hour	$ 73,320.00
				$ -
Engineering Technician for Masonry Construction Overtime	260	$ 105.75		$ 27,495.00
Masonry Specimen Pick Up	6	$ 145.50	each	$ 873.00
Vehicle Trip Charge	130	$ 39.50	trip	$ 5,135.00
Estimated Total for Concrete Observation/Testing Services:				**$ 111,039.00**
Structural Steel Observation				
Structural Steel Observation by CWI (Min. 5 hours/trip)	125	$ 81.50	hour	$ 10,187.50
Vehicle Trip Charge	25	$ 39.50	trip	$ 987.50
Estimated Total for Structural Steel Services:				**$ 11,175.00**
Estimated Total for Above Testing and Observation Services:				**$ 460,190.80**

Notes:

1. Project Management fees will be charged as follows: 2 hours for initial project setup, foundation reconciliation at 3 minutes per pier, compliance review and statement of same at 3 minutes per report with a 1 hour minimum, post-tensioning compliance review at 0.50 hours per page with a 1.0 hour minimum and a 79G/house pad compliance report review and letter at 10 minutes per lot, if CMJ is informed at the start of this project of this need. All other services that would be requested of a project manager will be charged at the above listed hourly rates. Should the client choose not to sign CMJ's agreement and instead request CMJ to sign the client's contract, any time spent reviewing/revising client's contract will be billed at the above listed project management hourly rate. All other project management services will be billed on the actual time spent.
2. Overtime rates of 1.5 times the regular rate will be charged for hours worked or services performed over eight (8) hours per day or before 7:00 a.m. and/or after 5:00 p.m. Monday thru Friday. All lab and field services performed on Saturday will be billed at 1.5 times the regular rate. Sundays and recognized holidays will be billed at 2.0 times the regular rate.
3. All laboratory test fees are F.O.B. our laboratory. Engineering technician minimums and vehicle trip charges will apply to all trips to the job-site including sample pickups and specimen pickups.
4. A minimum amount of technician time and a vehicle trip charge will be billed for each call out, sample pickup or specimen pickup unless noted otherwise. Technician time is charged portal-to-portal from our Fort Worth office.
5. 4"X8" concrete compression test specimens will be used per ACI 318 requirements unless instructed otherwise.
6. Structural steel observation at fabrication shop fees based on facilities located in the Dallas-Fort Worth metroplex area.
7. Additional tests not specified in this fee schedule will be quoted upon request, or based on our current fee schedule.
8. Vehicle trip charge in excess of 25 miles from CMJ's office will be based on $0.79/mile, portal-to-portal our office.
9. Specimen collection fees as stated are either project specific or for within 25 miles from CMJ's office.
10. CMJ will not supervise or direct work that is performed by the contractor or subcontractors and is not responsible for their means and methods utilized or the resultant outcome of their efforts.

TERMS FOR CONSTRUCTION MATERIALS TESTING SERVICES

THE AGREEMENT

This AGREEMENT is made by and between CMJ ENGINEERING, INC., hereinafter referred to as CMJ, and City of Bedford, hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached ESTIMATE identified as ESTIMATE No. 20-148 dated August 11, 2020, and any exhibits or attachments noted in the ESTIMATE. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CMJ will be based solely on information available to CMJ. CMJ is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CMJ under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the CMT LABORATORY profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of CMT LABORATORY services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CMJ to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted CMJ free access to the site. CMJ will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the ESTIMATE.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CMJ will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CMJ arising from damage done to subterranean structures and utilities not identified or accurately located.

SAMPLE DISPOSAL

CMJ will retain samples transported to the geotechnical laboratory for testing for a period of thirty (30) days following submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.

MONITORING

If CMJ is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the ESTIMATE, then this phrase applies. For the specified assignment, CMJ will report observations and professional opinions to CLIENT. No action of CMJ or CMJ'S site representative can be construed as altering any AGREEMENT between CLIENT and others. CMJ will report to CLIENT any observed geotechnically-related work which, in CMJ'S professional opinion, does not conform with plans and specifications. The CMJ has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, CMJ'S presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

CMJ will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement or CLIENT, or safety precautions and programs incident thereto.

BILLING AND PAYMENT

CLIENT will pay CMJ in accordance with the procedures indicated in the ESTIMATE and its attachments. Invoices will be submitted to CLIENT by CMJ, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CMJ in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. In the absence of written notification described above, the amount as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. At the option of the CMJ, CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, except for any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Disputed amounts withheld by the client which are subsequently resolved in favor of the CMJ will carry the additional charge, as described above, effective thirty (30) days from the date of the original invoice. In the event CLIENT fails to pay CMJ within sixty (60) days after invoices are rendered, CLIENT agrees that CMJ will have the right to consider the failure to pay the CMJ's invoice as a breach of this AGREEMENT.

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CMJ will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect CMJ by virtue of entering into this AGREEMENT to perform professional engineering services on behalf of CLIENT. The principal risk is the potential for human error by CMJ. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CMJ'S liability, CLIENT agrees to limit CMJ'S liability to CLIENT and to all other parties for claims arising out of CMJ'S performance of the services described in this AGREEMENT. The aggregate liability of CMJ will not exceed the amount of the CMJ'S fee for negligent professional acts, errors, or omissions.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CMJ as a third-party defendant. Parties means CLIENT and CMJ and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CMJ agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CMJ of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CMJ and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CMJ and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CMJ to take immediate measures to protect health and safety. CLIENT agrees to compensate CMJ for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CMJ agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CMJ harmless for any and all consequences of disclosures made by CMJ which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT'S responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CMJ arising from CMJ'S discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CMJ which are found to be contaminated. This includes any soil or rock cuttings, and contaminated drilling or wash water which is generated as a consequence of drilling activities.

DISPUTES RESOLUTION

All claims, disputes, and other matters in controversy between CMJ and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent CLIENT and CMJ have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this AGREEMENT. If no specific ADR procedures is set forth in this AGREEMENT, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation instead of ADR as provided above, then:

(1) the claim will be brought and tried in judicial jurisdiction of the court of the county where CMJ's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and

(2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

GOVERNING LAW AND SURVIVAL

The law of the State of Texas will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

* * *

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

_____	CMJ ENGINEERING, INC.
CLIENT	
_____	_____
By:	By: R. Carl Lee, S.E.T.
_____	Executive Vice President
Position	Position
_____	August 11, 2020
Date	Date

AGENDA

Council Agenda Background

PRESENTER: Kelly Snook, Interim Capital Projects Director **DATE:** 09/08/20

Staff Report

ITEM:

Update on Phase Next costs.

City Attorney Review: N/A

DISCUSSION:

Interim Capital Projects Director Kelly Snook will present an update on bid openings and preliminary costs for the Phase Next project.

ATTACHMENTS:

N/A

AGENDA

Council Agenda Background

PRESENTER:	Clifford Blackwell, CGFO Interim City Manager	**DATE:**	09/08/20

City Manager Reports

ITEM:

Update on Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding.

City Attorney Review: N/A

DISCUSSION:

Staff will provide an update on the CARES funding in response to COVID-19. In addition, staff will update the Council on the most recent financial projection for year-end.

ATTACHMENTS:

CARES Financial Update
Budget Summary Projection

CARES FINANCIAL **AGENDA**

August 31, 2020

GL ACCOUNT	EXPENSE CATEGORY	BUDGET	YTD ACTUAL	VARIANCE
	Medical			
176.101.99-9000.0001	Public medical facility expenses		$ -	
176.101.99-9000.0002	Establishing temporary facilities		$ -	
176.101.99-9000.0003	Testing		$ 61,250	
176.101.99-9000.0004	Emergency medical response		$ 3,125	
176.101.99-9000.0005	Public telemedicine capabilities		$ -	
176.101.99-9000.0006	Other medical expenses		$ -	
		$ 161,080	***$ 64,375***	*$ 96,705*
	Public Health			
176.101.99-9001.0001	Communication and enforcement		$ 7,001	
176.101.99-9001.0002	Medical supply acquisition and distribution		$ 100,075	
176.101.99-9001.0003	Disinfection of public areas		$ 21,682	
176.101.99-9001.0004	Technical assistance		$ -	
176.101.99-9001.0005	Public safety measures		$ 54,310	
176.101.99-9001.0006	Quarantining		$ 884	
176.101.99-9001.0007	Other public health expenses		$ -	
		$ 593,000	***$ 183,953***	*$ 409,047*
	Payroll			
176.101.99-9002.0001	COVID Dedicated Payroll Expenses		$ 327,593	
		$ 1,001,470	***$ 327,593***	*$ 673,877*
	Compliance			
176.101.99-9003.0001	Food purchase & distribution		$ 835	
176.101.99-9003.0002	Telework capability improvement		$ 43,123	
176.101.99-9003.0003	Providing paid sick and medical leave		$ 260,157	
176.101.99-9003.0004	Maintaining prisons and jails		$ -	
176.101.99-9003.0005	Care of homeless populations		$ -	
176.101.99-9003.0006	Other compliance expenses		$ 5,339	
		$ 631,000	***$ 309,454***	*$ 321,546*
	Economic			
176.101.99-9004.0001	Government payroll support program		$ -	
176.101.99-9004.0002	Unemployment insurance costs		$ -	
176.101.99-9004.0003	Other economic expenses		$ -	
		$ 270,000	***$ -***	*$ 270,000*
	FEMA-PA MATCH			
	Total of requested reimbursement			
	Estimated additional reimbursement requests			
	CRF local match offset (25% of above)		$ -	
	Subtotal		***$ -***	*$ -*
	TOTAL	$ 2,656,550	**$ 885,376**	$ 1,771,174

AGENDA

		SALARY		9.02% TMRS		TOTAL
Chief S. Fay	$	66,594.60	$	6,006.83	$	72,601.43
Chief J. Gibson	$	66,040.80	$	5,956.88	$	71,997.68
Chief J. Richardson	$	57,992.26	$	5,230.90	$	63,223.16
Chief M. Williams	$	57,153.95	$	5,155.29	$	62,309.24
Jeffrey Scott	$	3,669.28	$	330.97	$	4,000.25
Joey Gauger	$	8,531.68	$	769.56	$	9,301.24
William Mack	$	7,853.20	$	708.36	$	8,561.56
Officer J. Brown	$	32,653.35	$	2,945.33	$	35,598.68
TOTAL	**$**	**300,489.12**	**$**	**27,104.12**	**$**	**327,593.24**

Expense Category Examples

Medical	Public medical facility expenses	COVID-19-related expenses of public hospitals, clinics, and similar facilities
	Establishing temporary facilities	Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
	Testing	Costs of providing COVID-19 testing, including serological testing.
	Emergency medical response	Emergency medical response expenses, including emergency medical transportation, related to COVID-19
	Public telemedicine capabilities	Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
Public Health	Communication and enforcement	Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
	Medical supply acquisition and distribution	Expenses for acquisition and distribution of medical and protective supplies.
	Disinfection of public areas	Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
	Technical assistance	Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
	Public safety measures	Expenses for public safety measures undertaken in response to COVID-19.
	Quarantining	Expenses for quarantining individuals.
Payroll	COVID Dedicated Payroll Expenses	Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID19 public health emergency. **See County guidance for definition of "substantially dedicated"*
Compliance	Food purchase & distribution	Expenses for food purchase and delivery in support of public health and safety
	Telework capability improvement	Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
	Providing paid sick and medical leave	Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
	Maintaining prisons and jails	COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions
	Care of homeless populations	Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
	Government payroll support program	Expenditures related to a State, territorial, local, or Tribal government payroll support program.
	Unemployment insurance costs	Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

AGENDA

City of Bedford
Budget Summary
AS OF AUGUST 31, 2020

	2019 Actual Amount	2020 Amended Budget	2020 Actual Amount	2020 Estimated Amount	BUDGET vs ESTIMATE	% VARIANCE
Revenue						
PROPERTY TAXES	$ 14,367,521	$ 17,094,240	$ 16,209,324	$ 16,805,220	($289,020)	-1.69%
SALES TAXES	$ 8,573,872	$ 8,505,000	$ 8,177,406	$ 8,321,972	($183,028)	-2.15%
FRANCHISE TAXES	$ 3,095,987	$ 2,843,000	$ 2,692,538	$ 2,808,521	($34,479)	-1.21%
MIXED BEVERAGE TAXES	$ 231,100	$ 235,000	$ 187,432	$ 213,317	($21,683)	-9.23%
3400 - CHARGES FOR SERVICES	$ 3,065,469	$ 2,878,950	$ 1,916,304	$ 2,112,789	($766,161)	-26.61%
3500 - LICENSES AND PERMITS	$ 993,418	$ 843,750	$ 945,887	$ 1,069,211	$225,461	26.72%
3600 - INTEREST INCOME	$ 226,039	$ 175,000	$ 120,576	$ 131,934	($43,066)	-24.61%
3700 - FINES & FORFEITURES	$ 1,306,122	$ 1,542,500	$ 894,538	$ 909,915	($632,585)	-41.01%
3800 - OTHER GOVERNMENTAL	$ 333,309	$ 349,577	$ 234,609	$ 341,925	($7,652)	-2.19%
3900 - SALE OF CAPITAL ASSETS	$ 14,063	$ 5,000	$ 21,513	$ 21,513	$16,513	330.26%
4000 - MISCELLANEOUS INCOME	$ 106,226	$ 82,400	$ 101,874	$ 80,262	($2,138)	-2.59%
5830 - OTHER TRANSFERS IN	$ 2,974,878	$ 3,153,177	$ 2,624,312	$ 3,153,177	$0	0.00%
REVENUE TOTAL	**$ 35,288,002**	**$ 37,707,594**	**$ 34,126,313**	**$ 35,969,756**	**($1,737,838)**	-4.61%
Expenditures						
Division Total: 08 - CITY COUNCIL	$ 134,581	$ 218,300	$ 143,193	$ 155,690	$62,610	28.68%
Division Total: 10 - CITY MANAGER	$ 754,646	$ 747,373	$ 717,779	$ 857,299	($109,926)	-14.71%
Division Total: 12 - CITY SECRETARY	$ 287,927	$ 307,923	$ 225,242	$ 253,130	$54,793	17.79%
Division Total: 42 - COMMUNICATIONS	$ -	$ 167,597	$ 147,230	$ 167,240	$357	0.21%
Division Total: 14 - INFORMATION SYSTEMS	$ 855,083	$ 1,223,414	$ 853,028	$ 1,098,851	$124,563	10.18%
Division Total: 22 - HUMAN RESOURCES	$ 457,291	$ 518,141	$ 439,225	$ 514,128	$4,013	0.77%
Division Total: 28 - FLEET SERVICES	$ (39)	$ -	$ -	$ -	$0	
Division Total: 39 - FACILITIES MAINTENANCE	$ 733,866	$ 927,757	$ 643,854	$ 832,897	$94,860	10.22%
Division Total: 02 - ADMINISTRATION	$ 138,262	$ 284,901	$ 243,215	$ 287,291	($2,390)	-0.84%
Division Total: 24 - CODE ENFORCEMENT/INSPECTIONS	$ -	$ -		$ -	$0	
Division Total: 25 - NEIGHBORHOOD SERVICES	$ -	$ 554,626	$ 406,791	$ 496,340	$58,286	10.51%
Division Total: 33 - INSPECTIONS	$ 548,409	$ 570,040	$ 444,549	$ 528,405	$41,635	7.30%
Division Total: 38 - PLANNING AND ZONING	$ 398,810	$ 277,877	$ 154,681	$ 197,674	$80,203	28.86%
Division Total: 28 - FLEET SERVICES	$ 950,774	$ 1,000,722	$ 859,783	$ 1,032,282	($31,560)	-3.15%
Division Total: 29 - ENGINEERING SERVICES	$ 35	$ -		$ -	$0	
Division Total: 48 - STREETS	$ 860,312	$ 939,248	$ 590,207	$ 740,995	$198,253	21.11%
Division Total: 16 - FINANCE	$ 634,609	$ 696,832	$ 603,653	$ 660,082	$36,750	5.27%
Division Total: 20 - NON DEPARTMENTAL	$ 1,399,543	$ 1,529,144	$ 1,096,389	$ 1,439,950	$89,194	5.83%
Division Total: 30 - MUNICIPAL COURT	$ 655,143	$ 544,908	$ 461,120	$ 524,368	$20,540	3.77%
Division Total: 54 - TEEN COURT	$ 127,264	$ 141,101	$ 111,895	$ 128,930	$12,171	8.63%
Division Total: 02 - ADMINISTRATION	$ 860,218	$ 1,094,447	$ 886,192	$ 1,004,498	$89,949	8.22%
Division Total: 04 - ANIMAL CONTROL	$ 372,788	$ 429,826	$ 357,094	$ 423,098	$6,728	1.57%
Division Total: 05 - PSO COMMUNITY SERVICES	$ 1,066,886	$ 1,137,169	$ 832,739	$ 981,643	$155,526	13.68%
Division Total: 06 - C.I.D.	$ 1,839,083	$ 2,074,814	$ 1,601,353	$ 1,829,364	$245,450	11.83%
Division Total: 25 - CODE COMPLIANCE	$ 346,355	$ -		$ -	$0	
Division Total: 36 - PATROL	$ 5,036,369	$ 5,453,381	$ 4,728,237	$ 5,546,408	($93,027)	-1.71%
Division Total: 37 - TRAFFIC	$ 724,509	$ 798,579	$ 490,458	$ 590,361	$208,218	26.07%
Division Total: 51 - DISPATCH	$ 835,310	$ 881,682	$ 753,284	$ 881,020	$662	0.08%
Division Total: 53 - JAIL	$ 867,097	$ 914,241	$ 739,817	$ 860,453	$53,788	5.88%
Division Total: 55 - RECORDS	$ 383,001	$ 404,793	$ 306,904	$ 356,060	$48,733	12.04%
Division Total: 56 - BEHAVIORAL INTERVENTION UNIT	$ 325,625	$ 340,178	$ 222,231	$ 258,765	$81,413	23.93%
Division Total: 02 - ADMINISTRATION	$ 718,379	$ 750,451	$ 656,842	$ 740,331	$10,120	1.35%
Division Total: 32 - EMERGENCY OPERATIONS	$ 7,423,983	$ 7,555,327	$ 6,494,047	$ 7,484,082	$71,245	0.94%
Division Total: 26 - LIBRARY	$ 1,511,748	$ 1,568,820	$ 1,221,801	$ 1,439,064	$129,756	8.27%
Division Total: 34 - PARKS	$ 1,434,856	$ 1,719,618	$ 1,276,093	$ 1,534,919	$184,699	10.74%
Division Total: 44 - RECREATION	$ 684,131	$ 691,267	$ 340,617	$ 406,474	$284,793	41.20%
Division Total: 45 - AQUATIC OPERATIONS	$ 400,243	$ 415,255	$ 23,729	$ 34,085	$381,170	91.79%
Division Total: 46 - SENIOR CITIZENS CENTER	$ 249,064	$ 261,074	$ 128,741	$ 153,960	$107,114	41.03%
EXPENDITURE TOTAL	**$ 34,016,164**	**$ 37,140,826**	**$ 29,202,015**	**$ 34,440,137**	**$2,700,689**	7.27%
SURPLUS/(DEFICIT)	$1,271,838	$566,768		$1,529,619		
BEGINNING FUND BALANCE	$6,985,227	$8,257,065		$8,257,065		
ENDING FUND BALANCE	$8,257,065	$8,823,833		$9,786,684		
FUND BALANCE %	**24.27%**	**23.76%**		**28.42%**		