

**Business Improvement Area Committee
of Rate Payers
November 14, 2019 - 1:00 PM
City Hall Council Chambers
AGENDA**

I. CALL TO ORDER

Roll Call

II. APPROVAL OF MINUTES

A. October 10, 2019 Minutes

III. FINANCIAL REPORT

A. Financial Report through September 2019

IV. OLD BUSINESS

A. Marketing and Branding

B. BIA Newsletter

1. October 2019 Analytics

C. Update on Priority Projects Presented to City Council

1. Additional security lighting

2. Christmas decorations

3. Banners

D. Update on 2019 Facade Grant Program

E. Heritage Building Update

F. Unpaid BIA Fees

G. Bike Racks

H. LED Light Project

I. Businesses Doing Small Things Outside Their Business

V. NEW BUSINESS

A. Sandwich Boards in BIA

B. Role of the BIA

C. Bell Bollard

VI. BIA SUB-COMMITTEE UPDATE

A. Banners Sub-Committee

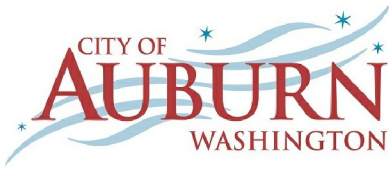
VII. AUBURN DOWNTOWN ASSOCIATION UPDATE

VIII. CHAMBER BOARD UPDATE

IX. TOURISM BOARD UPDATE

X. ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office, on the City website (<http://www.auburnwa.gov>), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.



AGENDA BILL APPROVAL FORM

Agenda Subject:

October 10, 2019 Minutes

Department:

Administration

Attachments:

[October 10, 2019 Minutes](#)

Date:

November 12, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:**

Meeting Date: November 14, 2019

Staff:

Item Number:



**BIA Committee of Rate Payers Meeting
October 10, 2019 – 1:00 PM
Auburn City Hall Council Chambers
MINUTES**

I. CALL TO ORDER

The meeting was called to order at 1:00 pm by Chairman DiQuattro.

Roll Call:

Committee Members present: Chairman Giovanni DiQuattro; Vice Chair Bill Cowart;
Members Bob Klontz, Ronnie Roberts, John Rottle, Megan White

Committee Members absent: Members Kelly Gordon, Darren Jones and Ruth Neil-Stover

City staff present: Josh Arndt, Economic Development Senior Officer; Holly Ferry,
Committee Secretary

ADA Board Members present: Brittiany Karlson, President; Cheryl Rakes

II. APPROVAL OF MINUTES

Committee Member Klontz moved and Member Rottle second to approve the
September 12, 2019 meeting minutes.

MOTION CARRIED UNANIMOUSLY. 5-0

III. FINANCIAL REPORT

Economic Development Senior Officer, Josh Arndt, reviewed the data on the
Financial Report with the ending fund balance through August 2019.

IV. OLD BUSINESS

A. Marketing and Branding

Officer Arndt reported that he had written a paragraph for the Newsletter
explaining the Buy Local Website.

B. BIA Newsletter

A copy of the September newsletter and analytics was provided. The open rate
had increased slightly this month.

C. Update on Priority Projects Presented to City Council

1. Additional Security Lighting

Officer Arndt reported that the new lighting in the B Street Plaza is working well to illuminate the area. Chairman DiQuattro suggested they reevaluate how much additional lighting the Committee would like to put up once all the City lights are working and now that the PSE lights are up and dark spots can be identified.

2. Christmas Decorations

Member Jones was absent so no update was given on the purchase of commercial LED lights. Officer Arndt will talk to Member Jones.

3. Banners

Officer Arndt provided an a map and examples of pole bracket pricing that he had found online for around \$100 a pole. He reported that he talked to a company in Sumner that would do installation for \$105 to \$150 a pole, depending on whether or not they would have to rent a boom truck or use a ladder. His services would include ordering the brackets, obtaining permits, and installation. He would be happy to meet with the Committee. He informed Officer Arndt that he could also install bike racks.

There was discussion about installation of the brackets and if the City should do the installation or should the Committee contract with someone. It was suggested that the Committee should decide on the number of brackets they want to purchase and a dollar amount of what they are willing to spend and then present it to the City to see what could be done and if it can be worked into their schedule. It was suggested that the purchase and installation be staged in different sections of the BIA and in different periods.

Officer Arndt reported that PSE is open to the placement of brackets on their poles, but they would need to know where they would go and the standard specs.

The Committee decided that a sub-committee should be established to determine the details of where to install, how much money should be spent and so forth.

Committee Member Roberts moved and Member Rottle second to establish a sub-committee to determine on which poles to attach the brackets.

MOTION CARRIED UNANIMOUSLY. 6-0

Members Roberts and Rottle and Officer Arndt agreed to serve on the sub-committee.

D. Update on 2019 Façade Grant Program

There was concern raised that there has not been follow-through by the person in charge of working with applicants of the Façade Grant Program. It was recommended that contact information for the person in charge be included in the BIA Newsletter, as well as the chain of command. Officer Arndt will look into it and inform the Committee of the chain of command and who the points of contact are.

E. Heritage Building Update

Officer Arndt reported that they have put in for building permits and are working with planners to make any necessary changes to the plans. It will be a mixed-use residential building that will include around 60 micro-apartments, with retail on the bottom floor that will face the B Street Plaza and Main Street and an interior garage. They will get credit for the units that were lost, because they did not have parking for them, and any additional units beyond that they will have to provide parking for in their building.

F. Unpaid BIA Fees

There was no update on this topic.

G. Rules of Procedure

In the previous month's meeting, it was decided that clarification was needed as to whether or not alternates are required to be included in the vote. Officer Arndt informed the Committee that alternates are not required to vote, but it takes a majority of the Committee members, not including alternates, to vote. Because there are seven members on the Committee, it would take four members to vote.

Officer Arndt provided three proposed modifications to the Rules of Procedure for the Committee's review and vote.

Vice Chair Cowart moved and Member Rottle second to accept the proposed language modifications in Section II Membership, paragraph 5, which will mirror language in the Auburn City Code (ACC) 2.98.060(B) to say, "Upon the resignation of a Committee member, removal by the City Council, or expiration of a committee member's term, the Committee shall make recommendations to the City Council and the City Council shall make an appointment to fill the vacancy."

MOTION CARRIED UNANIMOUSLY. 6-0

Vice Chair Cowart moved and Member White second to accept the proposed modifications in Section III Meetings, paragraph 6, to read, "The Committee shall consider proposals for economic development and neighborhood revitalization projects and programs consistent with the purposes listed in 2.98.030, provide for

public input and submit comments in a timely manner to the Mayor and City Council.”

MOTION CARRIED UNANIMOUSLY. 6-0

Member Roberts moved and Member White second to accept the proposed modifications in Section III Meetings, paragraph 8, to read, “Regular meetings shall be held on the second Thursday of each month and shall be open to the public. The meeting shall convene at 1:00 P.M. unless otherwise directed by the Committee’s Secretary, the Economic Development Staff or the Chair.”

MOTION CARRIED UNANIMOUSLY. 6-0

Vice Chair Cowart left the meeting at this point.

H. Bike Racks

Officer Arndt reported that it is the City that maintains existing bike racks, and there are no design standards. There would be no need to do anything from a building permit standard, unless it was higher than 7 feet tall.

Member White moved and Member Roberts second to allocate \$5,000 toward the purchase and installation of bike racks.

MOTION CARRIED UNANIMOUSLY. 5-0

Officer Arndt will follow up with Public Works to inform them of the Committee’s proposal to allocate the funds toward this project.

I. LED Light Project

There was no update on this topic.

V. NEW BUSINESS

A. Businesses Doing Small Things Outside Their Business

Chairman DiQuattro explained to the Committee how someone from A Little Knitty had knitted something and attached it to a City pole. They received permission from the City and was told that she could only leave it up for three weeks at a time, but then they came back and said it is art, so it can be left up indefinitely. Since then, business owners have been asking Chairman DiQuattro if they can do something in front of their building, and if so, will the BIA help them. He asked the Committee if this is something they would want to do.

Officer Arndt posed the question that if you’re spending BIA money, how do you do it so that it benefits all and not just a specific business. He suggested that it

might be a better idea to put out a request for proposals so that business owners could submit their ideas.

It was decided that the idea should be added to the October BIA Newsletter so that business owners could submit any ideas that would spruce up downtown.

ADA member Cheryl Rakes brought up that the sandwich boards in the downtown area are getting out of control, and customers have started coming into her business and commenting about them. She provided picture examples for the Committee to view. The City code describes the dimensions of the signs, but it says nothing about what the signs need to be made of. Chairman DiQuattro stated that to change code, it has to be taken to City Council. Officer Arndt informed the Committee that they need to identify some suggestions and guidelines for City Council to amend the code, and once certain standards are agreed upon and the code is amended, Code Enforcement can ensure that businesses comply. At that point, the Committee may consider offering a business funds to go toward a sandwich board that is compliant with the new standards. Officer Arndt will check with Planning to see if they have any standards already identified. The idea was raised to see the standards that other cities have.

IV. AUBURN DOWNTOWN ASSOCIATION UPDATE

ADA member, Cheryl Rakes, reported that things are moving forward, and there will be an ADA Board next year. The details have not been worked out, but she reported that she will probably be the ADA President. Next month, an update on the street fair will be given.

V. CHAMBER BOARD UPDATE

BIA Chamber Board representative, Janice Nelson, reported that Chairman DiQuattro and Officer Arndt came to the last Chamber Board meeting, and gave a presentation about the workings of the BIA and the ADA. The presentation was emailed to the board as well. During the meeting, the past chairman brought up the point that there had already been conversations with the City about how the Chamber could partner with the ADA and the BIA on certain events. She indicated that the Chamber is very interested in partnering with the BIA/ADA. There were some concerns on the BIA/ADA side that the Chamber is more geographically spread out than the ADA. Chairman DiQuattro replied that the Committee may be able to contract with an event coordinator to do specific projects for the downtown. Member Roberts added that the Chamber's thought is that they might be able to provide a project manager that the ADA could pay to handle the details of an event. Chairman DiQuattro summarized that the ADA puts on the projects, the Chamber would contract with the ADA, and the ADA would put it in their budget and then ask the BIA to pay for it. In the meantime, the Chamber needs to talk with the president

of the ADA. Representative Nelson asked if the BIA would be supportive of the proposed idea, and the response from the Committee was that they would be.

VI. TOURISM BOARD UPDATE

There was no update.

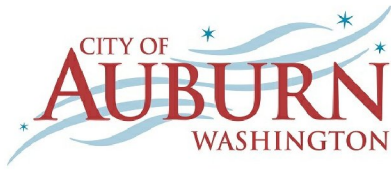
ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 2:35 pm.

APPROVED this 10th day of October, 2019.

Giovanni DiQuattro, Chair

Holly Ferry, Committee Secretary



AGENDA BILL APPROVAL FORM

Agenda Subject:

Financial Report through September 2019

Date:

November 12, 2019

Department:

Administration

Attachments:

[Financial Report through September 2019](#)

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:**

Meeting Date: November 14, 2019

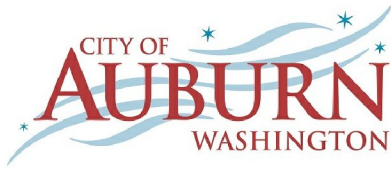
Staff:

Item Number:

BIA Financial Report through September 2019

Fund 121 through September 2019	
2019 Beginning Fund Balance	115,812.59
2019 Revenues	36,708.61
2019 Expenditures	(45,974.25)
Fund Balance - September	106,546.95

Fund balance through September is approximately \$107k; total expenditure authority is only **\$95,400**



AGENDA BILL APPROVAL FORM

Agenda Subject:

BIA Newsletter

Department:

Administration

Attachments:

[BIA Newsletter Analytics - October 2019](#)

Date:

November 12, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:**

Meeting Date: November 14, 2019

Staff:

Item Number:

City of Auburn - Bulletin Detail Report



Subject: Auburn Business Improvement Area (BIA) Newsletter
Sent: 10/10/2019 05:27 PM PDT
Sent By: jarndt@auburnwa.gov
Sent To: Subscribers of Business Improvement Area (BIA) Updates

194

Recipients

✓ Email

✗ SMS

✗ Facebook

✗ Twitter

✓ RSS

93%

Delivered



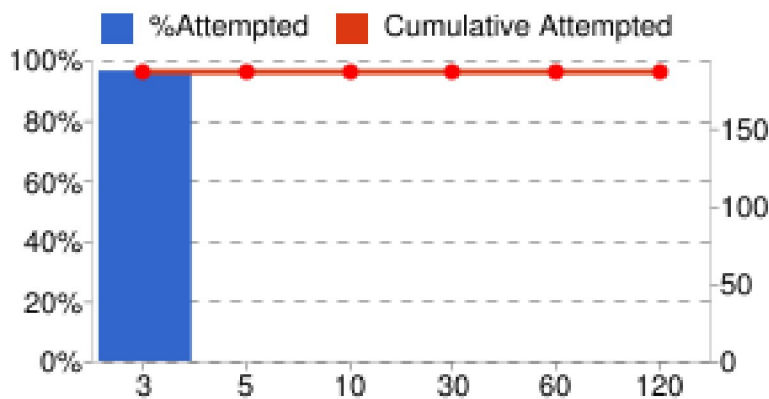
0% Pending

7% Bounced

32% Open Rate

0% Click Rate

Email Delivery Stats



Minutes	Cumulative Attempted
3	96%
5	96%
10	96%
30	96%
60	96%
120	96%

Delivery Metrics - Details

194 Total Sent
180 (93%) Delivered
0 (0%) Pending
14 (7%) Bounced
0 (0%) Unsubscribed

Bulletin Analytics

97 Total Opens
57 (32%) Unique Opens
0 Total Clicks
0 (0%) Unique Clicks
16 # of Links

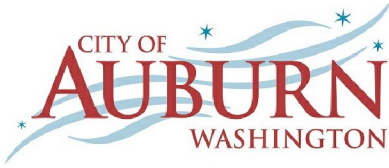
Delivery and performance

These figures represent all data since the bulletin was first sent to present time.

	Progress	% Delivered	Recipients	# Delivered	Opened Unique	Bounced/Failed	Unsubscribes
Email Bulletin	Delivered	92.8%	194	180	57 / 31.7%	14	0
Digest	n/a	n/a	0	0	0 / 0.0%	0	0
SMS Message	Delivered	0.0%	0	0	n/a	0	n/a

Link URL

	Unique Clicks	Total Clicks
http://www.ipzauburn.com	1	1
http://www.buylocalauburn.com/	0	0
https://content.govdelivery.com/attachments/WAAUBURN/20...	0	0
https://subscriberhelp.govdelivery.com/	0	0
https://public.govdelivery.com/accounts/WAAUBURN/subscri...	0	0
http://public.govdelivery.com/accounts/WAAUBURN/subscrib...	0	0
https://www.instagram.com/cityofauburnwa	0	0
http://www.youtube.com/user/watchauburn	0	0
http://twitter.com/auburnupdates	0	0
http://www.twitter.com/auburn_wa	0	0
http://www.auburnwa.gov/contact	0	0
http://www.facebook.com/auburnwa	0	0
http://www.auburndt.org/	0	0
http://www.auburnwa.gov	0	0
https://licenses.auburnwa.gov/login/?next=/license/	0	0



AGENDA BILL APPROVAL FORM

Agenda Subject:

Bell Bollard

Department:

Administration

Attachments:

[Bell Bollard](#)

Date:

November 13, 2019

Budget Impact:

Current Budget: \$0

Proposed Revision: \$0

Revised Budget: \$0

Administrative Recommendation:**Background Summary:****Reviewed by Council Committees:****Councilmember:**

Meeting Date: November 14, 2019

Staff:

Item Number:



BELL & AVECTOR BOLLARDS

BELL & AVECTOR BOLLARD RANGE



INTRODUCTION

The original robust traffic calming solution

Large commercial vehicles can carry heavy payloads, often weighing up to 38 tonnes. Whilst being an efficient means of transporting large quantities of goods, lorries are a constant source of danger to pedestrians and present the threat of damage to roadside structures and street furniture. Buildings that overhang the road on the path of the vehicle are also at risk of impact and in need of protection. Unnecessary damage results in blemishes on our environment and damage repair is both costly and inconvenient. The revolutionary Bell and Avector Bollards are a simple yet effective solution to combat such problems. When positioned on the anticipated line of deviation of the vehicle, the wheel will at first rise up the bollard before deflecting away back towards the carriageway as the slope angle increases. Such is the mass and foundation of the Bell, the bollard itself remains firmly in place and structurally undamaged. From the original full Bell 100 Bollard, with its deep foundation, a further 8 versions of the Bell have been developed. The Avector is a new introduction to our traffic-calming product range, based on the principles of the Bell but with contemporary styling to suit more modern environments. The Bell and Avector offer practical traffic calming solutions, present a visual deterrent to speeding and are attractive streetscape features in their own right.

QUICK GUIDE TO PRODUCT OPTIONS AND FEATURES:



BELL RANGE

Code:	Description:	Sites / applications:
BELL 100	Full Bell, installed in a below-ground foundation	Open sites where there are no below-ground obstructions
BELL 500	Shallow-rooted decorative version of the Full Bell	Where underground obstructions prevent a full depth installation
BELL 500X	Bolt-down Bell with steel sub-frame	For use where underground obstructions (e.g. services) are present
BELL 340	3/4 version of the Full Bell	Protection of the corners of buildings and structures
BELL 120	1/2 version of the Full Bell	For placement against walls or where space is very limited
BELL 600	Kerbline Bell	For installation within the kerbline - an ideal width restrictor
BELL 138	For use with the City bollard	For sites where heightened visibility is required
BELL 115	With an aperture for a bollard or railing posts	Heightened visibility and integration with guardrail posts
BELL 150	With an aperture for a large post or bollard	For sites where heightened visibility is required



AVECTOR

Code:	Description:	Sites / applications:
AVE100	Full Avector, installed in a below-ground foundation	Open sites where there are no below-ground obstructions

Bell Bollards. All rights reserved.

Bell Shaped Traffic Bollards in this or other forms, with or without surface decoration are Copyright Protected (filed in accordance with Universal Copyright Convention in London) & may not be reproduced without the prior permission of Furnitubes International Limited or the original Copyright holder. Registered at Stationers' Hall, London. No B9/1082/36020
Copyright © 1986 Paul M. Harris Innovation and New Product Design.



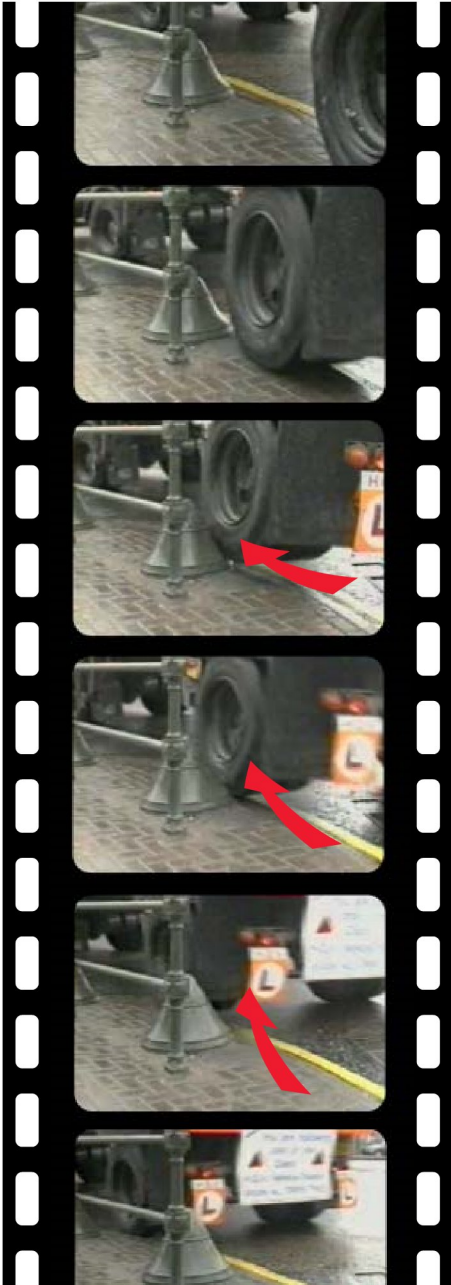
The Bell Bollard in practice

The effectiveness of the Bell bollard has been captured on video, stills from which are shown here. A lorry wheel can be seen cutting across the line of the bollard, rising up the face before being deflected back into the carriageway and away from the pavement. This and further evidence can be viewed at the following link:

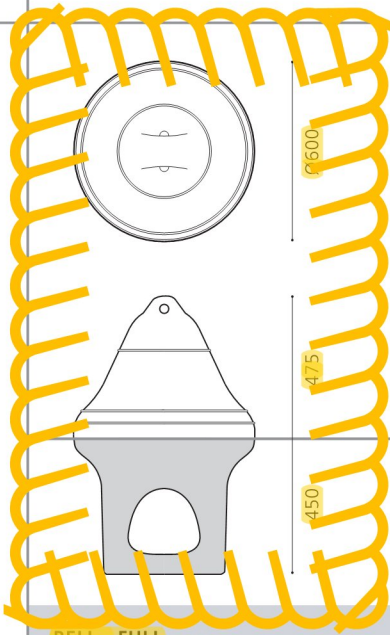
<http://www.furnitubes.com/product/bell-bollard>

Manufactured in heavy duty cast iron, Bell bollards provide a stable vehicular obstacle that even high-axled lorries are unable to drive over without causing irreparable damage to the underside of the vehicle. The low profile and unique shape of the bollard combined with a large foundation block renders it almost impossible for any vehicle to de-stabilise or overturn a Bell installation. By comparison almost any conventional bollard, whatever the material, will almost inevitably suffer damage in the event of vehicle strike, resulting in inconvenient and often costly repairs and replacement. With the extended range now including 9 different product options to suit almost any installation scenario, Bell Bollards can assist in controlling vehicular movements and prevent them over-running their permitted route alignment, offering practical solutions for the purpose / benefit of:

- Pedestrian safety
- Prevention of damage to roadside equipment and street furniture
- Protection of buildings and structures, particularly corners and overhangs
- Localised protection of roadside kerblines
- Vehicular width restriction
- Preservation of soft verge



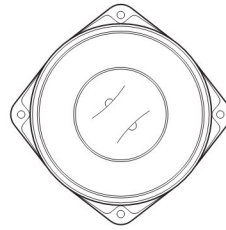
BELL BOLLARD RANGE



BELL - FULL

BELL 100

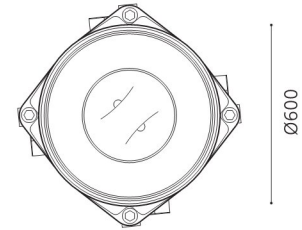
Cast iron traffic bollard
Weight: 165kg



BELL - DECORATIVE

BELL 500

Cast iron traffic bollard
Weight: 115kg



BELL - BOLT-DOWN + SUB-FRAME

BELL 500X

Cast iron traffic bollard with steel sub-frame
(supplied loose for on-site assembly)
Weight: 155kg



BELL 100 - the original Bell - is designed for open sites where there are no obstructions to a full depth installation, and is typically used on pavements that are vulnerable to being mounted by vehicles, and also for width restriction purposes.



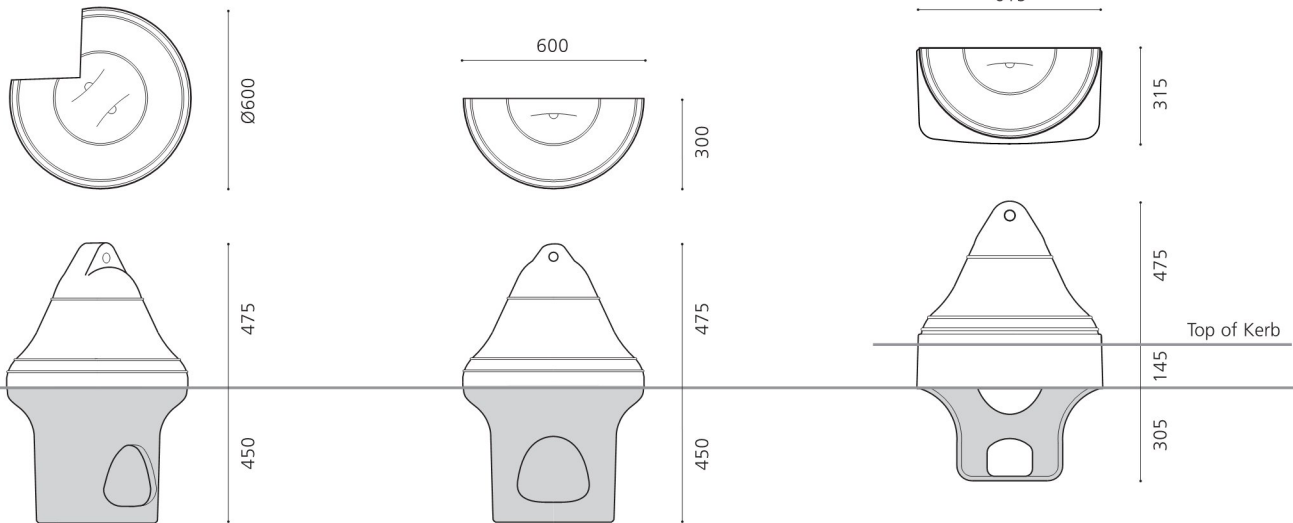
The shallow-rooted BELL 500 is designed for use where there are continuous underground obstructions, and is ideal for use on decked structures such as bridges.



The BELL 500X is designed for locations with known underground services, concrete reinforcement or other obstructions. The legs of the sub-frame can be aligned so the bollard bridges over service runs etc.



BELL BOLLARD RANGE



BELL - THREE QUARTER

BELL 340

Cast iron traffic bollard
Weight: 125kg

BELL - HALF

BELL 120

Cast iron traffic bollard
Weight: 120kg

BELL - KERBLINE

BELL 600

Cast iron traffic bollard
Weight: 80kg



The 3/4 Bell is designed to protect the corners of buildings and other structures. The bollard is placed up close to the wall and requires free access to the full depth of the root for a permanent robust installation.

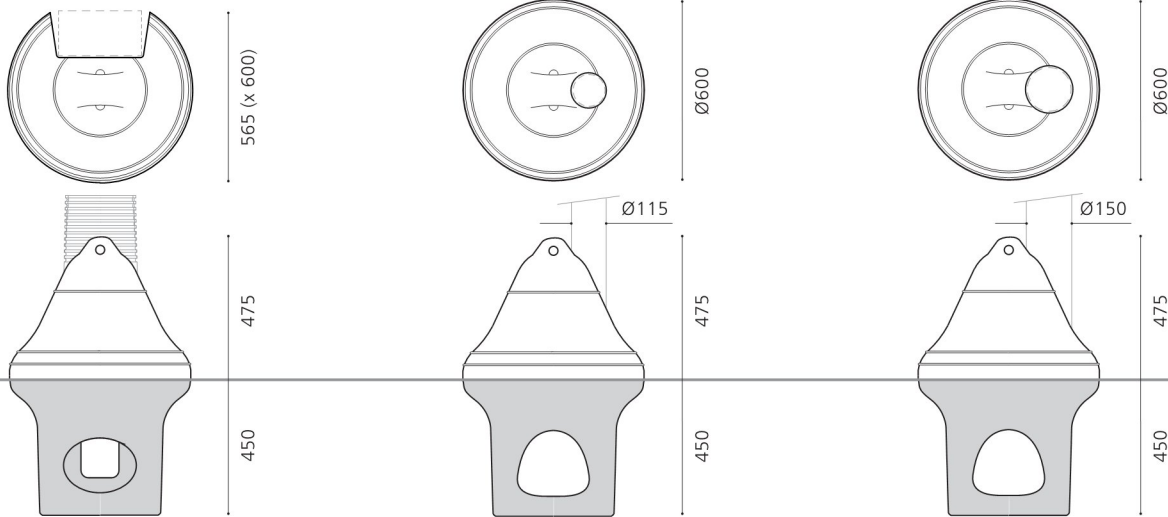


The 1/2 Bell is designed for placement against walls or in situations where there is insufficient space to install a full Bell, for example where there is limited pavement width to the rear.



The Bell 600 - the latest addition to the Bell range - is designed for placement within a straight-faced (conservation-type) kerbline. It is ideal for vehicular width restriction purposes.

BELL BOLLARD RANGE



BELL - CITY

BELL 138

Cast iron traffic bollard
(City bollard not included - order separately)
Weight: 145kg

BELL - FULL / 115 POST

BELL 115

Cast iron traffic bollard with 115mm dia hole
(Post / railing post not included - order separately)
Weight: 155kg

BELL - FULL / 150 POST

BELL 150

Cast iron traffic bollard with 150mm dia hole
(Tall bollard not included - order separately)
Weight: 125kg



The Bell 138 is shaped to accommodate a City cast iron bollard to the rear of the product to improve visibility of the traffic calming solution. This product is most commonly used in situations where there is no raised kerb to mark the carriageway edge.



The Bell 115 has a vertical hole for placement of a 115mm dia circular bollard or post (to aid visibility) or a 115mm dia railing post (to offer protection to the railings on the vulnerable ends of runs).



The Bell 150 has a vertical hole for placement of a 150mm dia circular bollard (such as the Capital as shown above) to improve visibility of the Bell for both drivers and pedestrians.

BELL BOLLARD RANGE

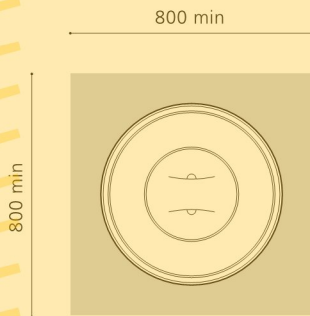
General specification

All products in the Bell Bollard range are manufactured in cast iron and supplied in a primed finish as standard. We recommend that top coats are applied on site after installation.

Installation details

Bell Bollards require a suitable foundation if they are to perform their design function of displacing vehicular wheels and presenting a fixed obstacle. Shown below is the minimum requirement for the concrete foundation block for the Bell 100 bollard in a typical carriageway installation in normal ground conditions. Particular attention should be paid to the following:

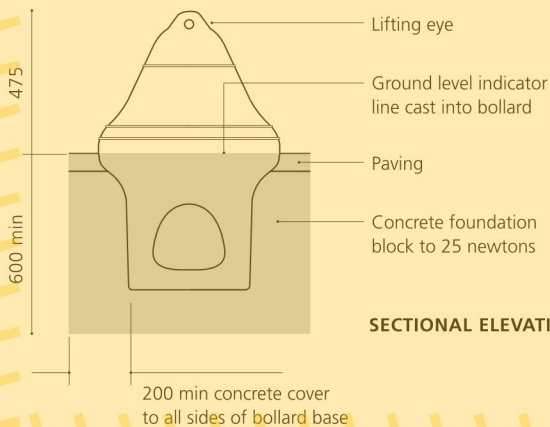
- Set the bollard at a depth so the ground level indicator line is at the finished paving level. For sloped sites the line should be at the finished level on the vehicular side of the bollard.
- Ensure concrete penetrates through the below-ground apertures into the internal void of the bollard at least to the ground level.
- Set the bollard true plumb, including on sloped sites.



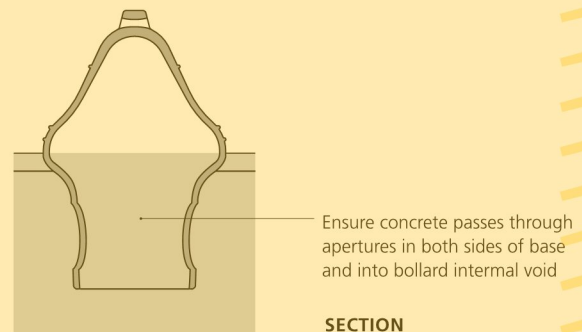
BELL 100 minimum installation requirements

Foundations for other Bell Bollards should have minimum offsets from the faces of the products as shown for the Bell 100. The professional advice of a highway / civil engineer should be sought if there are any queries regarding the ground conditions or doubts over the suitability of the foundation.

PLAN VIEW



SECTIONAL ELEVATION



SECTION

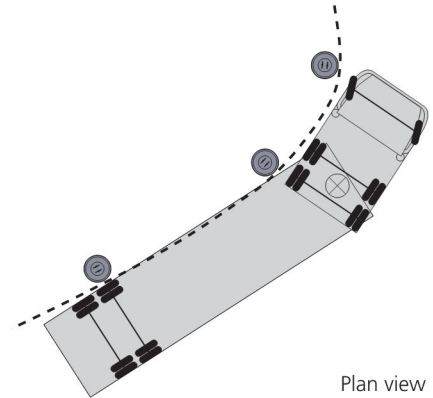
BELL BOLLARD RANGE

Example applications

Shown here are diagrams of schematic site layouts utilising Bell bollards in various traffic calming scenarios. Selecting the most suitable model to use in your scheme will depend largely on the site-specific ground conditions into which the bollard will be installed, and any other constraints that the site may present. We recommend that the site is assessed and set out by a qualified highways engineer, with the placement of individual bollards taking account of vehicular sweep paths, to be determined with the aid of vehicular tracking software if necessary. A pre-construction safety audit may also be advisable in order to assess any issues such as visibility of the proposed Bell products, from both a driver and pedestrian points of view. Whatever constraints the site presents, one of the 9 product options will almost certainly fulfill the requirement. If not, then we are happy to consider bespoke solutions tailored to your scheme.

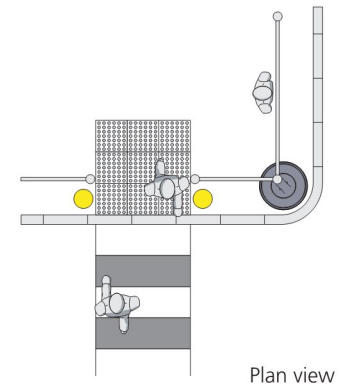
Vehicular over-run prevention

Long wheelbase vehicles in particular are prone to over-running kerblines. Positioning Bells on a designed alignment and at suitable spacings relative to the road edge will prevent vehicles from over-running the carriageway edge. The Bell 100 is the most effective product for this application.



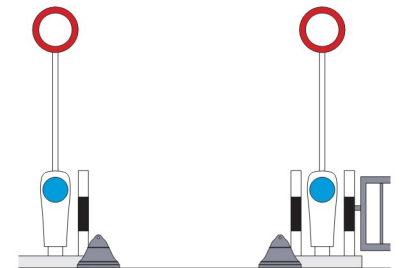
Pedestrian protection

Most standard guardrail solutions are designed to prevent pedestrian access onto the carriageway, but on their own do not offer effective resistance to vehicles that drive off the carriageway. Adding Bell bollards such as the Bell 115 into the scheme design can significantly improve pedestrian safety by deflecting wheels away from the pavement and provide an immovable vehicular obstacle.



Vehicular width restriction

Conventional width restrictors such as steel or timber posts are vulnerable to damage and can be readily displaced by oversize vehicles. By comparison, the lower level and much stronger form of Bell bollards offer far greater resistance to oversize vehicular access. The Bell 100 and Bell 600 models are ideal for width restriction purposes, often used in conjunction with higher visibility traffic signage equipment.



BELL BOLLARD RANGE



Tried-and-tested throughout the UK

Since its introduction nearly thirty years ago, the Bell Bollard has become a proven means of traffic calming, having been successfully used on many hundreds of schemes across the UK. The effectiveness of the Bell is now widely recognised as a tried-and-tested solution available to highways engineers. Listed below are just a small selection of local authority and private development schemes where the Bell has been successfully employed.

- **London-wide**

Full Bell (BELL 100) bollards are used extensively on the trunk road network by Transport for London and on local roads by all boroughs

- **National Theatre, South Bank, London**

Numerous Full Bell (BELL 100) and Decorative Bell (BELL 500) bollards have been used to restrict the movement of vehicles around the site

- **Stowe House, Buckinghamshire**

Full Bell (BELL 100) bollards have been used at entrances to the National Trust property to protect soft verges from vehicular over-run

- **National Indoor Arena, Birmingham**

3/4 Bell (BELL 340) bollards are employed to protect vulnerable corners of buildings from damage by delivery vehicles

BELL BOLLARD RANGE

International appeal

Following the continued success of the Bell bollards range used in highways safety and protection schemes in the UK, products have also been supplied to a number of high-profile international locations, including:

- **New York City, USA**

Full Bell (BELL 100) bollards have been used on Manhattan's streets as a permanent and cost effective solution to block vehicular access.

- **Macau, Special Administrative Region of China**

Full Bell (BELL 100) bollards have been employed as part of pedestrian safety improvement schemes in the city centre district and along the seafront.

- **Singapore**

Full Bell (BELL 100) bollards have been installed at the historic Anderson Bridge across the Singapore River, linking Downtown Singapore with the City Hall area. The bollards are placed to ensure large vehicles are suitably aligned on their approach to the bridge, and also to protect pedestrians on the adjacent pavements.



BELL & AVECTOR BOLLARDS



View or download other product e-brochures at the following link:

www.furnitubes.com/brochures



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TERMS AND CONDITIONS OF SALE

1. In these conditions "Furnitubes" shall mean Furnitubes International Ltd. The "Customer" shall mean the person, firm or company placing an order with Furnitubes.

2. These Terms and conditions shall be final and binding on the Customer in respect of all orders placed and accepted and in respect of all goods supplied. There shall be no variation, qualification or alteration imposed by the Customer of any of the terms and conditions herein contained whether express or implied unless such variation, qualification or alteration has been specifically agreed in writing by a duly authorised officer of Furnitubes.

3. Any quotation or price issued by Furnitubes shall not be deemed to constitute an offer to sell the product therein referred to and is merely an invitation for an Order subject to these Terms and Conditions and subject to the acceptance of such Order by Furnitubes.

4. Any description or technical information contained in Furnitubes advertising literature shall represent a general description of the goods and products only and shall not form part of any contract between Furnitubes and the Customer. Products will be supplied with Furnitubes current standard design and finish and Furnitubes reserve the right to amend or change the detail, design or specification of any item offered at any time without notification to the Customer.

5. Dimensions stated are meant as a guide only and do not form part of any Contract.

6. Furnitubes shall only be liable to the Customer upon despatch to the Customer of an Acknowledgement of Order form duly completed and shall be under no obligation to start processing any order until Furnitubes are in receipt of an Order form signed by the Customer together with, in the case of a Customer who does not have an account a cheque for the amount of the Order being the invoice price plus the cost of carriage and VAT. Delivery of goods prior to written acknowledgement shall be deemed to constitute acceptance of these Terms and Conditions by the Customer.

7. Where a Customer has no account a Pro forma invoice will be raised. A VAT invoice will be issued to the Customer upon receipt of payment by the Customer.

8. In the event of any discrepancy between the Customer's Order and these Terms and Conditions, these conditions shall prevail unless any alteration to these Terms and Conditions has been agreed in writing by a duly authorised representative of Furnitubes.

9. Orders are accepted by Furnitubes on the basis that the goods will be supplied at the prices ruling at the date of despatch. Prices previously quoted whether on the pro forma invoice or on the Acknowledgement of Order shall be as a guide only.

10. All prices quoted in Furnitubes Official Quotation shall be exclusive of the cost of packaging and carriage which will be charged separately unless specifically stated on the Official Quotation.

11. All accounts are strictly nett and are payable within thirty days of the date of the invoice.

12. Where payment is not received by the due date, Furnitubes reserve the right to charge interest on the balance outstanding at the rate of four per cent per annum above the base rate of National Westminster Bank plc from time to time accruing from the date upon which payment became due up to and including the actual date of payment.

13. Whilst Furnitubes will use its best endeavours to comply with any estimated delivery date, such delivery date shall not form part of any Contract between Furnitubes and the Customer and Furnitubes will not be under any liability for loss or damage resulting from delayed delivery however arising or from the non-delivery of goods arising from circumstances beyond the control of Furnitubes.

14. All goods must be examined by the Customer upon receipt and notification of any goods lost or damaged in transit must be given in writing to Furnitubes forthwith and certainly no later than three days following delivery to the Customer who shall retain the packaging and contents for inspection by Furnitubes. Any other complaint shall be null and void if not received by Furnitubes in writing within twenty-one days of receipt of the goods by the Customer. Goods shall be returned to Furnitubes upon receipt of such written complaint if so required by Furnitubes.

15. The Customer shall ensure that all goods can be and are unloaded immediately upon arrival at the Customer's premises. Such unloading is to be entirely at the risk of the Customer who shall also ensure that any site or location to which the goods are to be delivered is suitable for the purpose of such delivery including the provision of proper access and suitable and appropriate hard standing for vehicles used in the carriage and delivery of goods.

16. In the event that delivery is made by an outside contractor, such delivery is subject to the terms and conditions laid down by those carriers and the Customer shall be bound by those terms and conditions.

17. All title and ownership of the goods shall remain vested in Furnitubes until payment for the goods has been received in full by Furnitubes including any carriage costs, VAT, interest and other charges.

18. All Furnitubes Packaging, including Pallets & Stillages is **NON-RETURNABLE**. It is the responsibility of the Customer to dispose of such items in a suitable manner.

19. The Customer shall become liable for all goods immediately upon delivery to the Customer's premises and shall arrange for full insurance thereof and shall account to Furnitubes for any monies received pursuant to any claim in respect of such insurance until such time as the goods have been fully paid for by the Customer and ownership thereof has passed to the Customer.

20. Where the Customer resells the goods, all monies received from such re-sale and all rights arising against the sub-purchaser shall be held by the Customer as bailee of Furnitubes until all sums due to Furnitubes from the Customer have been

fully paid. In the event that payment for the goods is overdue either in whole or in part for more than fourteen days or upon the commencement of any act or proceedings in which the Customer's solvency is involved, Furnitubes may, without prejudice to any of its other rights hereunder, recover or resell the goods or any of them and may enter upon the Customer's premises or the sub-purchaser's premises in its own right or by its servants or agents for this purpose and the Customer agrees to pay to Furnitubes all costs of and incidental to the repossession of the goods.

21. If the goods have been incorporated in or used as material for other goods before payment in full has been made to Furnitubes, ownership in the whole of such other goods shall be and remains with Furnitubes until payment has been made in full to Furnitubes and all Furnitubes rights hereunder shall extend to those other goods. Furnitubes may, without prejudice to any other of its rights hereunder, recover or resell the other goods or any of them and may enter upon the Customer's premises or the premises where the other goods are held in its own right or by its servants or agents for this purpose and the Customer agrees to pay to Furnitubes all costs of and incidental to the repossession of such goods.

22. Subject to the aforementioned conditions, Furnitubes hereby guarantees to the Customer that if any defect in workmanship or materials in the goods is notified to Furnitubes within 12 months of the date of delivery of the goods to the Customer and the defective goods are returned promptly upon discovery of such defect, Furnitubes shall, without charge, repair or at the discretion of Furnitubes, replace the goods. This clause shall apply only where the goods are shown to be defective in workmanship or materials and not as a result of misuse, inappropriate storage or faulty installation. Furnitubes may, at its discretion, make a refund or give credit to the Customer to the value of the defective goods.

23. The Customer must ensure that goods returned to Furnitubes are properly packaged so as not to allow damage to be sustained in return transit. Furnitubes shall not be liable for any damage caused to goods through the negligent return of the same to Furnitubes by the Customer.

24. The above Guarantee is given and shall be accepted by the Customer in lieu of all guarantees and conditions, stipulations or warranties, express or implied whether by statute or otherwise (save for liability for death or personal injury resulting from the negligence of Furnitubes or its servants as defined in Section 1 of the Unfair Contract Terms Act 1977) and all such implied conditions or warranties are hereby expressly excluded.

25. The failure of goods to match exactly the finish and design of other goods previously supplied by Furnitubes shall not be regarded as a defect for the purposes of the Guarantee hereinbefore referred to.

26. Furnitubes shall not in any circumstances be liable to the Customer for any indirect or consequential loss or damage or for any claim against the Customer by any third party and the Guarantee given by Furnitubes hereunder shall not be transferable or assignable to any other person, firm or company.

27. Furnitubes shall not be responsible for the non-performance in whole or in part of its obligations or be under any liability to the Customer if such non-performance is due to Act of God, war, insurrection, Government regulations or changes thereto, embargoes, strikes, labour disputes, illness, flood, fire, tempest or any other cause howsoever arising outside the control of Furnitubes.

28. If any Order is cancelled prior to delivery or after despatch, Furnitubes shall be entitled to claim as damages an amount up to eighty per cent of the value of the Order and shall have the right to realise, at its discretion all monies, securities, valuables or goods held by it on behalf of the Customer and to apply the proceeds in or towards the satisfaction of such damages.

29. If, in Furnitubes judgement, the Customer's financial position is insufficiently certain to justify the terms of payment herein set out, Furnitubes may cancel any unfulfilled orders unless the Customer shall, upon receipt of a written request, pay in advance for all goods ordered.

30. Furnitubes may, without prejudice to any of its rights hereunder, determine any Agreement governed by these conditions if the Customer shall fail to take delivery of goods when required to do so or shall, after due warning, commit or continue to commit any serious breach of its obligations hereunder or allow any distress, execution or other legal process to be levied upon any of the Customer's assets or if the Customer shall stop payment, make any arrangement or composition with its creditors or commit any act of bankruptcy or, being a company, shall enter into liquidation or have a winding-up petition presented against it (other than for the purpose of a voluntary amalgamation or reconstruction of the Company) or shall call a meeting of its creditors or suffer the appointment of a Receiver in respect of any part of its undertaking or assets or have an Administration Order made in relation to it.

31. Any failure by Furnitubes to enforce any of the provisions hereof shall not be considered as a waiver of any of its other rights pursuant to the terms hereof.

32. This Agreement shall embody the entire Agreement between the parties hereto and shall be governed by and construed in accordance with English law and the parties hereto hereby submit to the exclusive jurisdiction of the English courts.

33. Reference to Furnitubes herein shall where the context so admits be deemed to include its successors in title and assignees.

34. The Customer hereby admits that all rights or title to the copyright or design of the product shall remain vested in Furnitubes. The Customer hereby agrees not to acquire or attempt to acquire any right or title to the design or specification of the product or to attempt to deal with the same in competition with or in any way inconsistent with the rights of Furnitubes hereunder.

35. All Furnitubes electrical components are **NON-RETURNABLE**. It is the responsibility of the customer to dispose of such items in a suitable manner.

36. If a customer puts an order on hold, Furnitubes shall be entitled to charge storage for the duration of the period.